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

TUESDAY, NOVEMBER 10, 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, 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

ADDED / CHANGED ITEMS

CLOSE AGENDA

STUDENT RECOGNITIONS

INFORMATION

The General Counsel's Office has requested an attorney-client session for the November 10, 2026, Regular School Board meeting. This private session has been scheduled for 12:45 p.m. to discuss settlement negotiations and/or strategy relative to the following pending litigation:

Crain Atlantis, Inc. F/K/A Crain Atlantis Engineering, Inc. vs. The School Board of Broward County, Florida, Case No. CACE 24-006588, pending before the Seventeenth 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; Kathelyn Jacques-Adams, Esq., Deputy General Counsel; Corey Huffman, Deputy General Counsel; and Kathy Dupuy-Bruno, Esq., B.C.S., General Counsel.

PUBLIC COMMENT(S) (GENERAL A.M.)

PUBLIC COMMENT(S) ON CONSENT AGENDA

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

B. BOARD MEMBERS (CONSENT)

B-1. Board Member Bulman to attend FSBA/FADSS 81st Annual Joint Conference
Approve Maura McCarthy Bulman's travel expense to attend 81st FSBA/FADSS Annual Joint Conference for official school board business, which complies with the rules of the State Board of Education. (Bulman)

Bulman TDA.pdf

B-2. Coral Glades High School Auditorium
Direct the Superintendent to maintain direct accountability for project execution, enforce execution dates and milestone accountability, prevent unnecessary delays and maintain strict budgetary control for the Coal Glades High School Auditorium project. (Alhadeff)

Executive Summary.pdf

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 Releases
EXHIBITS FORTHCOMING
Approve employee discipline and corrective actions. District-wide

H-3. Supplemental Pay Positions 5
EXHIBITS FORTHCOMING
Approved supplemental pay positions for the 2026/2027 school/fiscal year. District-wide

H-4. New Job Description for Administrator, School & Community Partnerships
EXHIBITS FORTHCOMING
Approve the proposed new job description for the Administrator, School & Community Partnerships. District-wide

A. ACADEMICS (CONSENT)

C. OFFICE OF THE SUPERINTENDENT / CHIEF OF STAFF (CONSENT)

D. CHIEF AUDITOR (CONSENT)

D-1. Internal Funds Audit Report - Audit of the Internal Funds of Selected Schools
Receive the Internal Funds Audit Report - Audit of the Internal Funds of Selected Schools. District-wide

Executive Summary.pdf
Internal Funds Audit Rpt.pdf
Meeting Excerpts 100126.pdf

D-2. Internal Audit Report - Property and Inventory Audit of Selected Locations 2026-2027
Receive the Internal Audit Report - Property and Inventory Audit of Selected Locations 2026-2027. District-wide

Executive Summary.pdf
P&I Audit Report.pdf
Meeting Excerpts 100126.pdf

D-3. State of Florida Auditor General Operational Audit Report No. 2027-008 Admin of the FL Bright Futures Scholarship Prog. and FL Student Assistance Grant Prog
Receive the State of Florida Auditor General Operational Audit Report No. 2027-008 - Administration of the Florida Bright Futures Scholarship Program and Florida Student Assistance Grant Programs. District-wide

Executive Summary.pdf
AG FL Bright Futures Prog.pdf
Meeting Minutes 100126.pdf

E. SAFETY & SECURITY (CONSENT)

F. FINANCIAL MANAGEMENT (CONSENT)

F-1. Grant Applications - Pre & Post-Submission
Approve the submission of the following grant applications. The total amount of grant funding associated with this item is $2,594,490. District-wide

Executive_Summaries.pdf

F-2. Surplus of Tangible Personal Property for the Period Ended September 30, 2026

Approve the Surplus of Tangible Personal Property for the Period Ended September 30, 2026. District-wide

Executive Summary.pdf
Surplus Report September 2026.pdf

F-3. Budget Report for Period Ended September 30, 2026
EXHIBITS FORTHCOMING
Approve the Budget Report for the period ended September 30, 2026, including any accompanying budget amendments. District-wide

G. GENERAL COUNSEL (CONSENT)

G-1. Authorization to Pursue Legal Action and Recovery Against Phone and Pad Warehouse and Related Parties
Authorize the General Counsel to explore, initiate, and pursue on behalf of The School Board of Broward County, Florida (SBBC), all legally available avenues for civil recovery and related relief, including pre-suit investigation, preservation and demand letters, settlement negotiations, and formal litigation against Phone and Pad Warehouse (PPW), its owner Brian Farrell, and any other persons or entities determined to bear legal responsibility, arising from the procurement and award of RFP25-078, Technology Devices Deployment Services, and related conduct. Any action shall be subject to applicable law and District requirements. District-wide

Executive Summary.pdf

G-2. Initial Employment Agreement – Lindsay K. Ervin, Esq.
Approve the Employment Agreement between The School Board of Broward County, Florida and Lindsay K. Ervin, Esq. as Assistant General Counsel. District-wide

Executive Summary.pdf
Employment Agreement.pdf

J. CAPITAL PROGRAMS (CONSENT)

J-1. Seventh Amendment to PSA, Tamara Peacock - Nob Hill ES, P.002112
Approve the Seventh 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). District 6

Executive Summary.pdf
Seventh Amendment.pdf
PSA and Amendments 1-6.pdf
Collaboration Form.pdf

J-2. Additional Funding Request - Nova Schools Traffic Improvements, P.002430
Approve an increase to the budget of Project P.002430 in the amount of $196,270.00 to fund Phase 2 of the Nova Schools Traffic Circulation Improvements. District 6

Executive Summary.pdf
Collaboration Form.pdf

J-3. **Concession Agreement with the City of Coral Springs for the Sportsplex**
Approve the Concession Agreement between the City of Coral Springs (City) and the School Board of Broward County, Florida (SBBC) for food and beverage service at the Sportsplex Athletic Fields. District 4

Executive Summary.pdf
Concession Agreement.pdf

J-4. **First Amendment to Lease Agreement – Mobile School Pantry Inc.**
Approve the First Amendment to the Lease Agreement between The School Board of Broward County, Florida (SBBC) and The Mobile School Pantry Inc. South Florida (MSP) to extend the lease term for an additional two years at the Gulfstream Early Childhood Center of Excellence (GECCE). District 1

Executive Summary.pdf
First Amendment Lease.pdf

J-5. **Second Amendment to Master Lease Agreement**
Approve the Second Amendment to Master Lease Agreement (Agreement) between The School Board of Broward County, Florida (SBBC) and The City of Coral Springs, Florida (City) to memorialize the scope of work and timing of certain recreational improvements that the City wishes to make to Lions Park which is located adjacent to James S. Hunt Elementary School. District 4

Executive Summary.pdf
Second Amendment to Master Lease Agreement.pdf

M. STRATEGY & OPERATIONS (CONSENT)

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 October 8, 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. **AGR24-226 - Classroom and Office Supplies & Related Products**
Approve additional contract cost in the amount of $1,519,035 for the Piggyback Agreement between The School Board of Broward County, Florida (SBBC), and ODP Business Solutions, LLC (Office Depot). District-wide

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

O-3. **AGR26-121 - CEV Multimedia, LLC (CEV)**
Approve Additional Budget Authority in the amount of $1,111,880 for the Agreement between The School Board of Broward County, Florida (SBBC), and CEV Multimedia, LLC (CEV). District-wide

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

O-4. **AGR27-036 - Fire Academy Education Program**
Approve the Agreement between The School Board of Broward County, Florida (SBBC), and the City of Miramar, Florida, with budget authority in the amount of $33,000. District-wide

Executive Summary.pdf
Financial Anaylsis Worksheet.pdf
Agreement.pdf

O-5. **ITB27-016 - Logistics, Relocation, Assembly, and Installation**
Approve the Termination without cause of the Agreement between The School Board of Broward County, Florida (SBBC), and Cover6 Logistics, LLC, and delegate authority to the Superintendent to send a minimum of thirty (30) calendar days' written notice to Cover6 Logistics, LLC of the termination. District-wide

Executive Summary.pdf
Financial Analysis Worksheet.pdf
Termination Letter.pdf
Award Recommendation.pdf

O-6. **ITB-FY23-016 - Audio Visual Products, Service & Computer Peripherals**
Approve the Second Renewal for Invitation to Bid (ITB) ITB-FY23-016 - Audio Visual Products, Service & Computer Peripherals awarded to the following eleven Vendors: 1) Audio Enhancement, Inc.; 2) AVI Systems, Inc. d/b/a FORTE; 3) Bluum USA, Inc.; 4) Camcor, Inc.; 5) CDW Government LLC; 6) E-Logic, Inc.; 7) MDT Technologies, Incorporated; 8) Solotech Sales & Integration USA, Inc. (f/k/a Pro Sound Inc., d/b/a Stage Equipment and Lighting); 9) United Data Technologies, Inc. d/b/a UDT; 10) AVI-SPL LLC; 11) Smiley's Audio Visual, Inc., with budget authority in the amount of $7,344,576. District-wide

Executive Summary.pdf
Financial Analysis Worksheet.pdf
Renewal Letters-11.pdf
Evaluations-11.pdf

O-7. **ITB-FY23-091 & ITB-FY23-091-1 – High Dosage Personalized Tutoring Services**

Approve the extension of the Invitation to Bids (ITB) ITB-FY23-091 and ITB-FY23-091-1 - High Dosage Personalized Tutoring Services ITB through December 31, 2027, with the following ten Vendors: 1) Brainfuse, LLC; 2) Braintrust Tutors Inc.; 3) Carnegie Learning, Inc.; 4) K12 Tutoring, Inc. (f/k/a Fuel Education LLC); 5) Learn-IT Systems LLC; 6) Planting Seeds for Tomorrow, LLC; 7) SmartStart Education, LLC; 8) Study Smart Tutors; 9) The Reading Room; 10) Tutor ME LA d/b/a Tutor ME Education. District-wide

Executive Summary.pdf
Financial Analysis Worksheet.pdf
Award Recommendations-2.pdf
Renewal Letters-10.pdf
Bid Renewals Memo.pdf

O-8. **ITB-FY23-159 – Refuse Compactors - Second Term Extension and Additional Funding Request**

Approve the Second Term Extension of Invitation to Bid (ITB) FY23-159 – Refuse Compactor, awarded to the following two Vendors: (1) Refuse Equipment Services Corp and (2) Baler & Compactor Hydraulic Services, LLC d/b/a BC Hydraulics; and approve Budget Authority in the amount of $200,000 for the term of the award of the extended term. District-wide

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

O-9. **Purchase Orders for School & Department Furniture through Capital**

Authorize the Superintendent of Schools to issue Purchase Orders to the following 14 Vendors: 1) Virco Inc.; 2) School Specialty Inc.; 3) Classroom Outfitters, LLC; 4) Empire Office, Inc.; 5) Apricot Office Interiors, Inc.; 6) Schoolhouse Products Inc.; 7) General Hotel and Restaurant Supply; 8) Worthington Direct; 9) Global Industrial; 10) Pitsco; 11) Uline; 12) Sweetwater Music and Pro Audio; 13) Today's Classroom LLC; 14) Libero Consulting Group Inc., for the procurement of furniture, equipment, delivery, installation, and related services necessary to support Career and Technical Education (CTE) classroom, lab, and specialized instructional space improvements at identified schools throughout the District, utilizing previously approved FY27 Capital funds, with total budget authority not to exceed $3,020,000. District-wide

Executive Summary.pdf

O-10. **RFP26-089 - External Independent Financial Auditing Services**

Approve the Rejection of all Proposals received for Request for Proposals (RFP) RFP26-089, External Independent Financial Auditing Services. District-wide

Executive Summary.pdf
Financial Analysis Worksheet.pdf
Award Recommendation.pdf

O-11. **RFP-FY21-014 – Fingerprinting and Background Check Services**

Approve the Second Amendment and Extension to the Agreement between The School Board of Broward County, Florida (SBBC), and Fieldprint, Inc.

(Fieldprint), for a term that commences on January 1, 2027, and concludes on December 31, 2027, with additional budget authority in the amount of $1,500,000. District-wide - GCO#202700522

Executive Summary.pdf
Financial Analysis Worksheet.pdf
Executed Original Agreement.pdf
Executed First Amendment.pdf
Second Amendment.pdf
Renewal Letter/Evaluation.pdf

O-12. SS27-070 - Apple Products, Software, and Support
Approve the Agreement between The School Board of Broward County, Florida (SBBC), and Apple Computer, Inc. (Apple), with budget authority in the amount of $3,213,548. District-wide

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

R. RESOLUTIONS (CONSENT)

S. SCHOOLS (LEARNING COMMUNITIES) (CONSENT)

S-1. Agreement between the City of Coral Springs and The School Board of Broward County, Florida (for Coral Glades High School)
Approve the agreement between the City of Coral Springs and The School Board of Broward County, Florida (for Coral Glades High School). District 4

Executive Summary.pdf
Agreement.pdf

S-2. Agreement with Gregory Tony, Ph.D. as Sheriff of Broward County, Florida
Approve the above-referenced agreement; Contract Term: The term of this Agreement shall commence upon full execution by all parties and shall remain in full force and effect for a term of five (5) years, unless this Agreement is otherwise terminated, for the following locations: McFatter Technical College. District-wide

Executive Summary.pdf
Agreement.pdf

T. INFORMATION SYSTEMS (CONSENT)

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

P. PUBLIC HEARINGS

P-1. Rulemaking
EXHIBITS FORTHCOMING

SPECIAL ORDER - 9:00 A.M.
Adopt and rescind School Board Policies. The effective date of this action shall be October 14, 2026. District-wide

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

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

NOTE: PUBLIC COMMENT(S) RELATED TO THE REGULAR AGENDA

***** REGULAR/POSTPONED AGENDA *****

1. **Resolution No. 27-119, America Recycles Day**
SPECIAL ORDER - 11:00 A.M.
Adopt Resolution 27-120 in support of America Recycles Day; acknowledging the adoption of the Solid Waste Authority of Broward County's Master Plan. (Bulman)

Executive Summary.pdf
Resolution.pdf

2. **Internal Audit Report: SMART Bond Program Late-Stage Scope Addition Analysis**
SPECIAL ORDER - 11:30 A.M.
Receive RSM US LLP, Internal Audit Report- SMART Bond Program Late-Stage Scope Addition Analysis Report. District-wide

Executive Summary.pdf
RSM-Late Stage Scope Add Analysis.pdf
Meeting Excerpts 100126.pdf

3. **Proclamations Sponsored by School Board Members**
SPECIAL ORDER - 4:00 P.M.
Receive the proclamations sponsored by School Board members. Board

Executive Summary.pdf
Proclamation Alhadeff.pdf
Proclamation Rupert.pdf

4. **ITB-FY23-012 - HVAC Installation, Repair, and Preventive Maintenance - Additional Funding Request**
Approve an increase in budget authority in the amount of $11,860,000 for Invitation to Bid (ITB) ITB-FY23-012 – HVAC Installation, Repair, and Preventive Maintenance,

awarded to five (5) Vendors: (1) Carrier Corporation; (2) Daikin Applied Americas, Inc.; (3) Integ Miami, LLC; (4) Thermal Concepts, LLC; (5) Trane US, Inc., for the remaining term of the award of the second renewal term. District-wide

Executive Summary.pdf
Financial Analysis Worksheet.pdf
Renewal Letters-5.pdf
Facilities Planned DEFP Projects.pdf

5. Lease Agreement
Approve the Lease Agreement between The School Board of Broward County, Florida (SBBC) and The Early Learning Coalition of Broward County, Inc. (ELCBC) to allow the ELCBC to lease Room No. 301, in Building No. 3, at the Broward Estates Early Learning and Resource Center, to provide the services delineated in the Lease Agreement. District 5

Executive Summary.pdf
Lease Agreement.pdf

6. Request to increase the budget for Office of Inspector General Services
Approve an increase of $390,003.71 in the Fiscal Year (FY) FY 2026–2027 budget allocation for Inspector General Services, increasing total budget authority from $1,400,000 to $1,790,003.71. District-wide

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

7. State of Florida Auditor General Florida Education Finance Program Full-Time Equivalent Student Enrollment & Student Transportation No. 2026-169
Receive the State of Florida Auditor General Florida Education Finance Program (FEFP) Full-Time Equivalent (FTE) Student Enrollment and Student Transportation No. 2026-169. District-wide

Executive Summary.pdf
AG FY24 FEFP-FTE.pdf
Meeting Excerpts 100126.pdf

PUBLIC COMMENT(S) (GENERAL P.M.)

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.)

GOOD OF THE ORDER / OTHER BUSINESS

Board Member Comment(s)

Chief Auditor's Comment(s)

General Counsel's Comment(s)

Superintendent's Comment(s)

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: ORIGINAL

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

2026-11-10	Regular School Board Meeting
CATEGORY:	B. Board Members
DEPARTMENT:	Board Member - District 1

Agenda Item Number:	B-1.
Consent Item:	Consent
Special Order:	NO
Time for Special Order:	

TITLE:

Board Member Bulman to attend FSBA/FADSS 81st Annual Joint Conference

REQUESTED ACTION:

Approve Maura McCarthy Bulman's travel expense to attend 81st FSBA/FADSS Annual Joint Conference for official school board business, which complies with the rules of the State Board of Education. (Bulman)

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 Temporary Duty Authorization (TDA) form attached.

EXHIBITS:

Bulman TDA

FINANCIAL IMPACT:

The financial impact is estimated to be $861.92, from the Board Members' operational budget.

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

Signature

John J. Sullivan, Chief of Staff Oct 27, 2026

Electronic Signature

Form $4189 Revised 9/26

HH/JJS

Approved in Open Board Meeting On: November 10, 2026

By: School Board Chair

Exhibit 1

TEMPORARY DUTY AUTHORIZATION (TDA-1)

The School Board of Broward County, Florida

Applicant: Maura McCarthy Bulman **Date:** 10/21/2026

Personnel Number: P00165514 **School/Department:** School Board Member's Office

Position: School Board Member

The applicant requests temporary duty assignment for the following period:

Depart on: 12/1 , **20** 26 ; **Return on:** 12/3 , **20** 26 **Total work days requested:** 3

****INCLUDE ALL TRAVEL DAYS****

I. *PURPOSE OF TRIP: (Complete A or B and C)*

A. Conference/Convention of (Name of Sponsor): FSBA Annual Conference

Meeting in (City and State): Tampa, FL

B. Other School Board business (specify):

Meeting in (City and State):

C. Briefly describe benefits accruing to School Board:

II. *ESTIMATED TRAVEL EXPENSE: **IF SUBMITTING TRAVEL VOUCHER SECTION II MUST BE FILLED IN**

ALL RECEIPTS MUST SHOW BREAKDOWN OF CHARGES (DAILY RATES, TAXES, ETC.)

TRANSPORTATION:	
Airplane (If ticket is to be charged to the School Board, enter travel agency name here):	
Rental Car *review State of FL Vehicle Rentals Contract - RENTAL MUST BE MOST ECONOMICAL*	
Private Car Mileage (542.00 miles x 0.760 cents per mile): **Rate effective 07/01/26**	$ 411.92
Taxi, limousine, tolls, etc. (*paid receipts must be imprinted with company logo)* **(cannot accept copies, credit card or bank statements)**	
PER DIEM: Lodging & Meals ***Information published in the annual memorandum from the Treasurer's Office*** $80 per day (flat rate which includes meals, lodging & incidental expenses) **Note: When using Per Diem, no other claim for reimbursement of meals or lodging can be made.**	
MEALS only, when NOT using per diem, are reimbursed based on the current rates from the General Services Administration (https://www.gsa.gov) for domestic travel. **Enter the Zip Code below for destination of travel and fill in the estimated costs of meals as per rates provic** ***provided on gsa.gov (link above).*** **ZIP Code** 33607 **State** FL **Meals**	
HOTEL: $ 225.00 per day X 2 days requested	$ 450.00
MISCELLANEOUS:	
Registration: 07- (Member)Full Conference (Chairmanship Academy not included)	
Other: (specify)	
TOTAL ESTIMATED EXPENSES:	$ 861.92
TRAVEL ADVANCE REQUEST (explain):	

III. *TRAVEL EXPENSES WILL BE CHARGED AS FOLLOWS:*

Name of Cost Center being charged

Internal Account Fund being charged, if applicable

IS A SUBSTITUTE REQUIRED DURING ABSENCE?	**NO**	X	**YES**	

IV. *AUTHORIZATION (For signature requirements, see School Board Policy 4007)*

Applicant:	Date: 10.22.2026
Principal/Department Head:	Date:
Chief Operating Officer/Associate/Assistant/Area/Deputy Superintendent:	Date: 10/27/26
Additional Approval:	Date:

Form #4082 Rev. 07/28/26

FSBA

Florida School Boards Association

Invoice

#10002132

PAID

$375.00 USD

Due On: Oct 16, 2026

Bill To: Broward County School District
Address: 1424 Madison Street
Hollywood, FL 33020
Billing Contact(s):

Remit To: Florida School Boards Association
Email: steffens@fsba.org
Address: 203 South Monroe Street
Tallahassee, Florida 32301
Phone: (850) 414-2578

Invoice Date: Sep 16, 2026
Terms: Net 30

#	Who is this for?	Item Name	Description	Qty	Rate	Amount	Due Balance
1	McCarthy Bulman, Maura	FSBA/FADSS 81st Annual Joint Conference		1	$0.00	$0.00	$0.00
2	McCarthy Bulman, Maura	01 - [MEMBER] Full Conference (Chairmanship & New School Board Member Academies Not Included)		1	$375.00	$375.00	$0.00

Total Invoice Amount:	$375.00
Total Payment Applied:	$375.00
Total Invoice Due Balance:	$0.00

Memo

Confirmation: #18221963

GRAND HYATT

Grand Hyatt Tampa Bay

Grand Hyatt | Award Category 4

2900 Bayport Drive, Tampa, Florida 33607, United States

+1 813-874-1234

Attention: The boardwalk and gazebo at Grand Hyatt Tampa Bay will be closed for maintenance and unavailable to guests in the aftermath of Hurricanes Milton and Helene. We apologize for the inconvenience. Please contact the hotel directly for more information. DESTINATION FEE: A daily destination fee of $35.00 (subject to change) is applied to each room of your stay in order to provide services and amenities, which enhance the guest experience. Please contact the hotel directly for more information.Click here to view inclusions. (Inclusions subject to change at any time.) CASH FREE - Please note that this hotel only accepts credit cards, debit cards and, where applicable, other contactless forms of payment. It is a cash-free environment.

Guest Details

Maura Bulman

1424 Madison St., Hollywood, FL, 33020, US

(954) 558-7203

MAURA.BULMAN@BROWARDSCHOOLS.COM

2 Double Beds

2026 Fsba Win...

Special Rate: G-CB95

Guests	1 Adult
Check-in	Tue, Dec 1, 2026, 04:00 PM
Checkout	Thu, Dec 3, 2026, 11:00 AM

Price Summary

Total Cost Per Room*	**$510.75**
2 Night Stay	**$450.00**
Tue, Dec 1	$225.00
Wed, Dec 2	$225.00
Taxes & Fees	**$60.75**
Sales tax	$33.75
County tax	$27.00

*Changes in taxes or fees will affect the total price.

VISA •••• •••• •••• 5612 10/28

Payment details cannot be edited within two days of arrival. To update, please present your new payment method upon check-in.

Status: ORIGINAL

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

2026-11-10	Regular School Board Meeting
CATEGORY:	B. Board Members
DEPARTMENT:	Board Member - District 4

Agenda Item Number:	B-2.
Consent Item:	Consent
Special Order:	NO
Time for Special Order:	

TITLE:

Coral Glades High School Auditorium

REQUESTED ACTION:

Direct the Superintendent to maintain direct accountability for project execution, enforce execution dates and milestone accountability, prevent unnecessary delays and maintain strict budgetary control for the Coal Glades High School Auditorium project. (Alhadeff)

RATIONALE:

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

EXHIBITS:

Executive Summary

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:		Phone:	
Name:		Phone:	

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Senior Leader & Title

John J. Sullivan, Chief of Staff

Signature

John J. Sullivan, Chief of Staff Oct 26, 2026

Electronic Signature

Form $4189 Revised 9/26

HH/JJS

Approved in Open Board Meeting On: November 10, 2026

By: School Board Chair

For more information, please contact:

Name: John Sullivan
Title: Chief of Staff/Communications
Phone: 754-321-2616

EXECUTIVE SUMMARY

Coral Glades High School Auditorium

Board Meeting Date: November 10, 2026

Requested Action: Directing the Superintendent to maintain direct accountability for project execution, enforce execution dates and milestone accountability, prevent unnecessary delays and maintain strict budgetary control for the Coral Glades High School Auditorium project.

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: Alhadeff	
School Board Policy Requirement	• N/A
Statutory Requirement	• N/A
If the School Board votes "Yes"	• It would strengthen the project's accountability, improve enforcement of construction deadlines and milestones, reduce the risk of unnecessary delays and cost overruns, increase transparency in project reporting, and help ensure that the project remains on schedule and within the approved budget.
If the School Board votes "No"	• This could result in missed opportunities to strengthen project oversight, enforce clear deadlines and milestones, proactively address unnecessary delays, and reinforce budgetary accountability and potentially increasing the risk of schedule slippage, additional costs, and reduced transparency.
Alignment to the 2027 Strategic Goals and Guardrails	• Guardrail 3: School Support
Measurable Outcome(s)/Return on Investment	• Completion of the Coral Glades High School Auditorium project on schedule, delivery within the Board-approved budget, reduced costs associated with unnecessary delays and change orders, documented accountability for project milestones, and maximum use of taxpayer dollars to deliver the intended facilities and benefits to students and the school community.

Background/History

N/A

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): 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:
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

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:
N/A

Status: ORIGINAL

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

2026-11-10	Regular School Board Meeting
CATEGORY:	H. Human Resources
DEPARTMENT:	Talent Acquisition

Agenda Item Number:	H-1.
Consent 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:

Exhibits Forthcoming

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:	765-321-1840
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 Oct 13, 2026

Electronic Signature

Approved in Open Board Meeting On: November 10, 2026

By: _____

School Board Chair

Form $4189 Revised 9/26

HH/JJS

Status: ORIGINAL

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

2026-11-10	Regular School Board Meeting
CATEGORY:	H. Human Resources
DEPARTMENT:	Professional Standards

Agenda Item Number:	H-2.
Consent Item:	Consent
Special Order:	NO
Time for Special Order:	N/A

TITLE:

Employee Corrective Actions/Probationary Releases
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:

Exhibits Forthcoming

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:	Heather Parente	Phone:	754-321-2157
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 Oct 26, 2026

Electronic Signature

Form $4189 Revised 9/26

HH/JJS

Approved in Open Board Meeting On: November 10, 2026

By: _____

School Board Chair

Status: ORIGINAL

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

2026-11-10	Regular School Board Meeting
CATEGORY:	H. Human Resources
DEPARTMENT:	Talent Acquisition

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

TITLE:

Supplemental Pay Positions 5
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:

Exhibits Forthcoming

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:	

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 Oct 13, 2026

Electronic Signature

Approved in Open Board Meeting On: November 10, 2026

By: _____

School Board Chair

Form $4189 Revised 9/26

HH/JJS

Status: ORIGINAL

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

2026-11-10	Regular School Board Meeting
CATEGORY:	H. Human Resources
DEPARTMENT:	Chief Human Resources Officer

Agenda Item Number:	H-4.
Consent Item:	Consent
Special Order:	NO
Time for Special Order:	

TITLE:

New Job Description for Administrator, School & Community Partnerships EXHIBITS FORTHCOMING

REQUESTED ACTION:

Approve the proposed new job description for the Administrator, School & Community Partnerships. District-wide

RATIONALE:

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

EXHIBITS:

Exhibits Forthcoming

FINANCIAL IMPACT:

There is no financial impact, the position is a general funded position.

STRATEGIC PLAN ALIGNMENT:

Student Focus Outcomes

N/A

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:	

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 Oct 27, 2026

Electronic Signature

Form $4189 Revised 9/26

HH/JJS

Approved in Open Board Meeting On: November 10, 2026

By: School Board Chair

Status: ORIGINAL

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

2026-11-10	Regular School Board Meeting
CATEGORY:	D. Chief Auditor
DEPARTMENT:	Auditing

Agenda Item Number:	D-1.
Consent Item:	Consent
Special Order:	NO
Time for Special Order:	

TITLE:

Internal Funds Audit Report - Audit of the Internal Funds of Selected Schools

REQUESTED ACTION:

Receive the 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)/Returns on Investment, Financial Impact, and Rationale, please see Executive Summary.

EXHIBITS:

- Executive Summary
- OCA Internal Funds Audit Rpt
- Meeting Excerpts 100126

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 Oct 26, 2026

Electronic Signature

Form $4189 Revised 9/26

HH/JJS

Approved in Open Board Meeting On: November 10, 2026

By: _____

School Board Chair

For more information, please contact:

Name: Mark Magli
Title: Chief Auditor
Phone: 754-321-2430

EXECUTIVE SUMMARY

Audit of the Internal Funds of Selected Schools

Board Meeting Date: November 10, 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.

School	Exception	Rating	Financial Impact
Sunland Park Academy	Money Collections – $980 was identified as collected and held at the school for more than 60 days without being processed, which violates Red Book Chapter 8 requirements to deposit funds within 5 days of collection.	High	-$980.00 (School Level)

Background/History
This report includes the audited internal funds of thirty-four (34) schools for the 2025-26 school year. Thirty-three (33) schools generally complied with controls in place without exception to promote compliance with the School Board's policies and procedures. There is one (1) school with an audit exception.

The Audit Committee reviewed and approved to transmit this report to the School Board at the October 1, 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 FY27 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 Minutes Excerpts 100126

INTERNAL FUNDS AUDIT REPORT

Audit of the Internal Funds of Selected Schools



To be presented to the:

Audit Committee on
October 1, 2026

The School Board of Broward County, Florida on
November 10, 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

Office of the Chief Auditor
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Fort Lauderdale, Florida 33301
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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

September 24, 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 thirty-four (34) schools pursuant to the Florida State Board of Education, Administrative Rule 6A-1.001 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 receivable, 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-three (33) schools in this report generally complied with prescribed policies and procedures. The one (1) remaining school's report contained an audit exception.

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
Raysa Lugo

Audits Performed by:

Patrick Beauvoir
Alexandra Corrales-Giron
Elizabeth Gabay
Joy Hipolito
Venesha Lewin
Toyya Lewis
Beverly Mungal
Cynthia Sheffield
Dr. Kathleen Watson-Wilkin

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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 2026-27 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 ("Red Book") 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	Audit Committee Report Date	Region	FY 2026 Bookkeeper	Audit Exceptions	Guidance
Sunland Park Academy	10/1/2026	STO	**BSC**	Money Collections	Chapter 8, SPB I-302

Sunland Park Academy

2026

SUNLAND PARK ACADEMY
AUDIT REPORT
FOR THE 2025-26 FISCAL YEAR
JULY 1, 2025 THROUGH JUNE 30, 2026

PROFILE OF THE SCHOOL

Address:	919 NW 13th Avenue, Fort Lauderdale, FL 33311
Region:	STO
Regional Supt:	Dr. Veda Hudge
Director:	Dr. Francine Baugh-Stewart
Principal:	Nikia McDowell
Bookkeeper:	Janell Coleman – Business Support Center

CASH AND INVESTMENT SUMMARY

Cash Account:	6/30/26
Checking Account – JP Morgan Chase Bank	$ 12,719.54
TOTAL	$ 12,719.54

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 Sunland Park Academy for the 2025-26 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 2025-26 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 the *Financial & Program Cost Accounting & Reporting for Florida Schools* ("Red Book"), Chapter 8, Section 1.4 Cash Collections and Deposits, all money collected must be deposited intact to a depository as frequently as feasible and as dictated by sound business practices. In any event, funds collected must be deposited within five (5) working days. Standard Practice Bulletin ("SPB") I-302 Cash Collections states that collections, regardless of amount, and initial receipting documents must be turned in to the Bookkeeper/Budget Support Specialist within three (3) working days.

As part of the internal funds audit, the auditor reviewed cash transactions to ensure that funds collected by the school were properly receipted, recorded in Great Plains, the financial accounting system, and deposited with the bank in a timely manner.

On July 7, 2026, the auditor conducted a cash count and verified that $980.00 was held at the school at the time of the audit for yearbook sales. The auditor determined that the yearbook sponsor collected $980.00 from students; however, the BC-40P receipt book cover was not completed, and the funds were not recorded in Great Plains at the time of the audit. On July 13, 2026, the auditor requested the yearbook sales receipts from the bookkeeper via email. The receipts were provided on July 29, 2026, and indicated that cash collections occurred between May 28 and June 1, 2026. As of July 30, 2026, the funds had not been receipted in Great Plains or deposited into the bank.

The yearbook account lacked the necessary balance to cover the vendor invoice due to the deposit being held at year-end.

Recommendation

The Office of the Chief Auditor ("OCA") recommends that the school Principal review Red Book Chapter 8 and Standard Practice Bulletin I-302 Cash Collections and develop proper controls over cash collections and receipting.

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.

SUNLAND PARK ACADEMY

STATEMENT OF CHANGES IN FUND BALANCES (CASH BASIS)

2025-2026

FUND	BEGINNING BALANCES	CREDIT (FUND +)	DEBIT (FUND -)	TRANSFERS IN	TRANSFERS OUT	ENDING BALANCES
Classes	$ 984.34	$ 11,754.28	$ 9,708.58	$ 232.00	$ 2,045.70	$ 1,216.34
Clubs	1,948.04	1,039.00	1,315.23	531.26	607.23	1,595.84
Departments	200.42	-	-	-	-	200.42
Trusts	1,426.61	11,928.45	7,760.20	5,099.97	2,952.67	7,742.16
General	1,660.06	923.99	361.64	332.01	589.64	1,964.78
TOTALS	$ 6,219.47	$ 25,645.72	$ 19,145.65	$ 6,195.24	$ 6,195.24	$ 12,719.54

Established 1915
BROWARD
County Public Schools

RYAN A. SMITH
BUSINESS SUPPORT CENTER

PHONE: 754-321-0668 **FAX:** 754-321-0591 **EMAIL:** ryan.smith@browardschools.com

August 20, 2026

TO: Mark Magli, Chief Auditor
Office of the Chief Auditor

FROM: Ryan A. Smith
Business Support Center

Nikia McDowell, Principal
Sunland Park Academy

SUBJECT: **RESPONSE - INTERNAL ACCOUNTS AUDIT REPORT FOR FISCAL YEAR 2025**

This correspondence acknowledges receipt and review of the Internal Audit Report for Sunland Park Academy for Fiscal Year 2025. The audit identified one exception related to Money Collections, specifically the timeliness of deposits.

The Business Support Center and school leadership have reviewed the requirements of Standard Practice Bulletin I-302 Cash Collections and reinforced procedures related to the timely receipting and deposit of funds. The recommendation has been completed through additional guidance and training provided to the bookkeeper and activity sponsor regarding year-end activity and collection deadlines, deposit requirements, and their respective responsibilities. These measures have been implemented to strengthen internal controls and prevent similar occurrences in the future.

The Business Support Center and Sunland Park Academy 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: Dr. Veda Hudge
Omar Shim
Dr. Ducarmel Augustin
Nakia Gouldbourne
Victoria Phillips

VEDA F. HUDGE, ASSISTANT SUPERTINTENDENT
SCHOOL TRANSFORMATION OFFICE

PHONE: 754-321-3800 **EMAIL:** BCPS_STO@browardschools.com

August 28, 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 – SUNLAND PARK ACADEMY, FISCAL YEAR 2025

The School Transformation Office (STO) acknowledges receipt and review of the Internal Audit Report for Sunland Park Academy School for Fiscal Year 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 money collections and depositing of funds. 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 Sunland Park Academy, including:

- Timely receipting and depositing of funds in a timely manner
- Receipt-book accountability
- Additional guidance and training provided for the bookkeeper
- Year-end collection deadlines

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.
- Monitor evidence of corrective actions during regularly scheduled school support visits to ensure sustained compliance.

The School Transformation Office remains committed to supporting Sunland Park Academy 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: Omar Shim, Chief Financial Officer-Task Assigned
Dr. Francine Baugh-Stewart, Director, STO
Ryan A. Smith, Director Business Support Center
Nakia Gouldbourne, Director, Audits
Nikia McDowell, Principal, Sunland Park Academy

Section II:

Audit Reports with No Exceptions

BANYAN ELEMENTARY SCHOOL
AUDIT REPORT
FOR THE 2025-26 FISCAL YEAR
JULY 1, 2025 THROUGH JUNE 30, 2026

PROFILE OF THE SCHOOL

Address:	8800 NW 50th Street, Sunrise, FL 33351
Region:	Central
Regional Supt:	Dr. Ted Toomer
Director:	Ducarmel Augustin
Principal:	Shalonda Jennings
Bookkeepers:	Roberto Rivera – Business Support Center (January 2026-Current)
	Lilian Sin – Business Support Center (November 2025-January 2026)
	Victoria Phillips – Business Support Center (October 2025-November 2025)
	Lisana Seudith – Business Support Center (July 2025-September 2025)

CASH AND INVESTMENT SUMMARY

Cash Account:	6/30/26
Checking Account – JP Morgan Chase Bank	$ 6,363.58
TOTAL	$ 6,363.58

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 Banyan Elementary School for the 2025-26 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 2025-26 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

BANYAN ELEMENTARY SCHOOL

STATEMENT OF CHANGES IN FUND BALANCES (CASH BASIS)

2025 - 2026

FUND	BEGINNING BALANCES	CREDIT (FUND +)	DEBIT (FUND -)	TRANSFERS IN	TRANSFERS OUT	ENDING BALANCES
Classes	$ 287.03	$ 971.52	$ 343.00	$ 280.52	$ 884.56	311.51
Clubs	3,031.79	6,687.20	5,859.48	-	2,921.08	938.43
Departments	2,039.62	4,502.20	5,127.20	-	1,135.06	279.56
Trusts	11,497.48	219,065.80	233,215.20	13,465.31	6,854.47	3,958.92
General	8,318.88	1,203.65	6,696.71	3,058.22	5,008.88	875.16
TOTALS	$ 25,174.80	$ 232,430.37	$ 251,241.59	$ 16,804.05	$ 16,804.05	$ 6,363.58

BOULEVARD HEIGHTS ELEMENTARY SCHOOL
AUDIT REPORT
FOR THE 2025-26 FISCAL YEAR
JULY 1, 2025 THROUGH JUNE 30, 2026

PROFILE OF THE SCHOOL

Address:	7201 Johnson Street, Hollywood, FL 33024
Region:	South
Regional Supt:	Dr. Jermaine V. Fleming
Director:	Ricardo Santana
Principal:	Katherine Familia
Bookkeeper:	Colby Essue – Business Support Center

CASH AND INVESTMENT SUMMARY

Cash Account:		6/30/26
Checking Account – JP Morgan Chase Bank	$	14,279.14
TOTAL	$	14,279.14

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 Boulevard Heights Elementary School for the 2025-26 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 2025-26 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

BOULEVARD HEIGHTS ELEMENTARY SCHOOL

STATEMENT OF CHANGES IN FUND BALANCES (CASH BASIS)

2025 - 2026

FUND	BEGINNING BALANCES	CREDIT (FUND +)	DEBIT (FUND -)	TRANSFERS IN	TRANSFERS OUT	ENDING BALANCES
Classes	$ 1,028.63	$ 14,720.84	$ 12,053.78	$ 959.38	$ 2,946.10	$ 1,708.97
Clubs	3,232.46	9,327.56	8,743.92	3,662.70	3,161.20	4,317.60
Departments	1,773.41	-	-	-	1,769.18	4.23
Trusts	5,040.68	18,145.76	23,035.64	7,560.66	4,105.05	3,606.41
General	2,725.59	2,157.54	39.99	902.75	1,103.96	4,641.93
TOTALS	$ 13,800.77	$ 44,351.70	$ 43,873.33	$ 13,085.49	$ 13,085.49	$ 14,279.14

BROWARD ESTATES ELEMENTARY SCHOOL
AUDIT REPORT
FOR THE 2025-26 FISCAL YEAR
JULY 1, 2025 THROUGH JUNE 30, 2026

PROFILE OF THE SCHOOL

Address:	441 NW 35th Avenue, Lauderhill, FL 33311
Region:	STO
Regional Supt:	Dr. Veda Hudge
Director:	Shinita Coachman-Beavers
Principal:	Tarshe Freeman
Bookkeepers:	Michael J. Borelli – Business Support Center

CASH AND INVESTMENT SUMMARY

Cash Account:		6/30/26
Checking Account – JP Morgan Chase Bank	$	16,168.14
TOTAL	$	16,168.14

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 Broward Estates Elementary School for the 2025-26 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 2025-26 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

BROWARD ESTATES ELEMENTARY SCHOOL

STATEMENT OF CHANGES IN FUND BALANCES (CASH BASIS)

2025 - 2026

FUND	BEGINNING BALANCES	CREDIT (FUND +)	DEBIT (FUND -)	TRANSFERS IN	TRANSFERS OUT	ENDING BALANCES
Classes	$ 1,242.68	$ -	$ -	$ -	$ 1,242.68	$ (0.00)
Clubs	718.36	-	-	-	122.41	595.95
Departments	10,155.55	-	-	-	-	10,155.55
Trusts	3,100.54	4,506.79	6,724.65	2,711.50	1,847.19	1,746.99
General	3,622.73	-	453.86	1,737.60	1,236.82	3,669.65
TOTALS	$ 18,839.86	$ 4,506.79	$ 7,178.51	$ 4,449.10	$ 4,449.10	$ 16,168.14

BROWARD VIRTUAL SCHOOL
AUDIT REPORT
FOR THE 2025-26 FISCAL YEAR
JULY 1, 2025 THROUGH JUNE 30, 2026

PROFILE OF THE SCHOOL

Address:	1400 NW 44th Avenue, Coconut Creek, FL 33066
Region:	South
Regional Supt:	Dr. Jermaine Fleming
Director:	Todd LaPace
Principal:	Christopher McGuire
Bookkeeper:	Sabrina McGinley

CASH AND INVESTMENT SUMMARY

Cash Account:		6/30/26
Checking Account – JP Morgan Chase Bank	$	6,775.12
TOTAL	$	6,775.12

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 Broward Virtual School High for the 2025-26 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 2025-26 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

BROWARD VIRTUAL SCHOOL

STATEMENT OF CHANGES IN FUND BALANCES (CASH BASIS)

2025 - 2026

FUND	BEGINNING BALANCES	CREDIT (FUND +)	DEBIT (FUND -)	TRANSFERS IN	TRANSFERS OUT	ENDING BALANCES
Clubs	$ 3,410.30	$ 3,631.72	$ 3,972.53	$ 182.94	$ 187.16	$ 3,065.27
Departments	2,540.79	2,085.12	1,769.47	38.40	-	2,894.84
Trusts	3.13	3,742.90	3,418.97	348.08	596.66	78.48
General	522.13	-	-	520.03	305.63	736.53
TOTALS	$ 6,476.35	$ 9,459.74	$ 9,160.97	$ 1,089.45	$ 1,089.45	$ 6,775.12

C. ROBERT MARKHAM ELEMENTARY SCHOOL
AUDIT REPORT
FOR THE 2025-26 FISCAL YEAR
JULY 1, 2025 THROUGH JUNE 30, 2026

PROFILE OF THE SCHOOL

Address:	1501 NW 15th Avenue, Pompano Beach, FL 33069
Region:	STO
Regional Supt:	Dr. Veda Hudge
Director:	Dr. Francine Baugh-Stewart
Principal:	Junoisier Allen
Bookkeepers:	Latavia Thompkins – Business Support Center (August 25-June 26) Maneshia L Mach – Business Support Center (July 2024-July 2025)

CASH AND INVESTMENT SUMMARY

Cash Account:	6/30/26
Checking Account – JP Morgan Chase Bank	$ 14,837.38
TOTAL	$ 14,837.38

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 C. Robert Markham Elementary School for the 2025-26 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 2025-26 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

C. ROBERT MARKHAM ELEMENTARY SCHOOL

STATEMENT OF CHANGES IN FUND BALANCES (CASH BASIS)

2025 - 2026

FUND	BEGINNING BALANCES	CREDIT (FUND +)	DEBIT (FUND -)	TRANSFERS IN	TRANSFERS OUT	ENDING BALANCES
Classes	$ 1,756.49	$ 4,572.02	$ 3,303.32	$ 2,958.40	$ 3,173.16	$ 2,810.43
Clubs	298.65	-	217.66	1,423.05	319.14	1,184.90
Departments	1,861.07	-	-	-	-	1,861.07
Trusts	2,001.27	4,909.27	3,378.61	5,010.76	5,240.59	3,302.10
General	5,279.62	1,058.58	-	340.68	1,000.00	5,678.88
TOTALS	$ 11,197.10	$ 10,539.87	$ 6,899.59	$ 9,732.89	$ 9,732.89	$ 14,837.38

CASTLE HILL ELEMENTARY SCHOOL
AUDIT REPORT
FOR THE 2025-26 FISCAL YEAR
JULY 1, 2025 THROUGH JUNE 30, 2026

PROFILE OF THE SCHOOL

Address:	2640 NW 46th Avenue, Lauderhill, FL 33313
Region:	STO
Regional Supt:	Dr. Veda Hudge
Director:	Shinita Coachman-Beavers
Principal:	Letitia Ingram-Phillips
Bookkeeper:	Deonne P. Jackson – Business Support Center

CASH AND INVESTMENT SUMMARY

Cash Account:		6/30/26
Checking Account – JP Morgan Chase Bank	$	6,684.05
TOTAL	$	6,684.05

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 Castle Hill Elementary School for the 2025-26 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 2025-26 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

CASTLE HILL ELEMENTARY SCHOOL

STATEMENT OF CHANGES IN FUND BALANCES (CASH BASIS)

2025 - 2026

FUND	BEGINNING BALANCES	CREDIT (FUND +)	DEBIT (FUND -)	TRANSFERS IN	TRANSFERS OUT	ENDING BALANCES
Classes	$ 37.30	$ 2,038.80	$ 1,068.13	$ 1,063.07	$ 2,033.74	$ 37.30
Clubs	1,219.44		845.04	-	-	374.40
Departments	5,177.34	2,324.73	2,326.05	-	-	5,176.02
Trusts	953.52	15,355.66	16,305.05	5,278.01	4,307.34	974.80
General	409.42	1,970.07	2,257.96	1,554.46	1,554.46	121.53
TOTALS	$ 7,797.02	$ 21,689.26	$ 22,802.23	$ 7,895.54	$ 7,895.54	$ 6,684.05

CHAPEL TRAIL ELEMENTARY SCHOOL
AUDIT REPORT
FOR THE 2025-26 FISCAL YEAR
JULY 1, 2025 THROUGH JUNE 30, 2026

PROFILE OF THE SCHOOL

Address:	19595 Taft Street, Pembroke Pines, FL 33029
Region:	South
Regional Supt:	Dr. Jermaine Fleming
Director:	Ricardo Santana
Principal:	Susan Suarez
Bookkeeper:	Lisa Camposano – Business Support Center

CASH AND INVESTMENT SUMMARY

Cash Account:	6/30/26
Checking Account – JP Morgan Chase Bank	$ 21,709.96
Investment	
Treasurer's Pool Account	10,000.00
TOTAL	$ 31,709.96

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 Chapel Trail Elementary School for the 2025-26 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 2025-26 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

CHAPEL TRAIL ELEMENTARY SCHOOL

STATEMENT OF CHANGES IN FUND BALANCES (CASH BASIS)

2025 - 2026

FUND	BEGINNING BALANCES	CREDIT (FUND +)	DEBIT (FUND -)	TRANSFERS IN	TRANSFERS OUT	ENDING BALANCES
Music	$ 1,248.00	$ -	$ 225.70	$ -	$ -	1,022.30
Classes	1,393.68	42,904.48	38,467.60	3,370.23	6,313.98	2,886.81
Clubs	3,017.12	3,354.44	2,495.04	612.95	702.15	3,787.32
Departments	2,389.05	-	552.72	-	-	1,836.33
Trusts	3,277.96	58,082.31	61,536.05	9,420.98	4,930.60	4,314.60
General	16,239.93	5,554.96	2,474.86	2,828.56	4,285.99	17,862.60
TOTALS	$ 27,565.74	$ 109,896.19	$ 105,751.97	$ 16,232.72	$ 16,232.72	$ 31,709.96

CHARLES W. FLANAGAN HIGH SCHOOL
AUDIT REPORT
FOR THE 2025-26 FISCAL YEAR
JULY 1, 2025 THROUGH JUNE 30, 2026

PROFILE OF THE SCHOOL

Address:	12800 Taft Street, Pembroke Pines, FL 33028
Region:	South
Regional Supt:	Dr. Jermaine Fleming
Director:	Todd LaPace
Principal:	Brad Fatout
Bookkeeper:	Lisa Mitrani – Business Support Center

CASH AND INVESTMENT SUMMARY

Cash Account:	6/30/26
Checking Account – JP Morgan Chase Bank	$ 117,895.42
Investment	
Treasurer's Pool Account	270,000.00
TOTAL	$ 387,895.42

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 Charles W. Flanagan High School for the 2025-26 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 2025-26 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

CHARLES W. FLANAGAN HIGH SCHOOL

STATEMENT OF CHANGES IN FUND BALANCES (CASH BASIS)

2025 - 2026

FUND	BEGINNING BALANCES	CREDIT (FUND +)	DEBIT (FUND -)	TRANSFERS IN	TRANSFERS OUT	ENDING BALANCES
Athletics	$ 29,042.96	$ 65,923.07	$ 58,890.21	$ 1,100.00	$ 14,393.40	$ 22,782.42
Music	5,777.93	50,423.47	21,080.20	5,940.00	29,540.07	11,521.13
Classes	8,804.04	152,744.08	151,934.08	22,465.41	12,824.87	19,254.58
Clubs	116,463.50	191,252.64	172,826.88	129,048.95	124,820.97	139,117.24
Departments	39,178.68	23,646.38	18,754.69	10,066.48	8,328.41	45,808.44
Trusts	89,967.89	90,676.18	121,072.32	95,491.11	76,594.53	78,468.33
General	76,863.84	18,519.19	26,830.05	23,495.80	21,105.50	70,943.28
TOTALS	$ 366,098.84	$ 593,185.01	$ 571,388.43	$ 287,607.75	$ 287,607.75	$ 387,895.42

CORAL COVE ACADEMY OF THE ARTS
AUDIT REPORT
FOR THE 2025-26 FISCAL YEAR
JULY 1, 2025 THROUGH JUNE 30, 2026

PROFILE OF THE SCHOOL

Address:	5100 SW 148th Avenue, Miramar, FL 33027
Region:	South
Regional Supt:	Dr. Jermaine Fleming
Director:	Ricardo Santana
Principal:	Stephanie Saban
Bookkeeper:	Ana Morera

CASH AND INVESTMENT SUMMARY

Cash Account:	6/30/26
Checking Account – JP Morgan Chase Bank	$ 43,639.27
TOTAL	$ 43,639.27

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 Coral Cove Academy of the Arts for the 2025-26 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 2025-26 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 COVE ACADEMY OF THE ARTS

STATEMENT OF CHANGES IN FUND BALANCES (CASH BASIS)

2025 - 2026

FUND	BEGINNING BALANCES	CREDIT (FUND +)	DEBIT (FUND -)	TRANSFERS IN	TRANSFERS OUT	ENDING BALANCES
Classes	$ 2,038.88	$ 56,527.84	$ 50,679.24	$ 2,185.33	$ 2,185.33	$ 7,887.48
Clubs	9,054.52	22,815.17	31,889.12	8,797.33	-	8,777.90
Departments	1,606.35	-	-	-	-	1,606.35
Trusts	1,846.20	38,048.64	14,219.51	2,329.64	10,199.89	17,805.08
General	3,925.59	4,446.45	(117.50)	1,183.92	2,111.00	7,562.46
TOTALS	$ 18,471.54	$ 121,838.10	$ 96,670.37	$ 14,496.22	$ 14,496.22	$ 43,639.27

CYPRESS ELEMENTARY SCHOOL
AUDIT REPORT
FOR THE 2025-26 FISCAL YEAR
JULY 1, 2025 THROUGH JUNE 30, 2026

PROFILE OF THE SCHOOL

Address:	851 SW Third Avenue, Pompano Beach, FL 33060
Region:	North
Regional Supt:	Alan Strauss
Director:	Joseph Balchunas
Principals:	Claudine Dunbar-Creary (July 2026 - Current) Vanessa Schnur (July 2025 - June 2026)
Bookkeeper:	Lisa Smith – Business Support Center

CASH AND INVESTMENT SUMMARY

Cash Account:		6/30/26
Checking Account – JP Morgan Chase Bank	$	22,392.51
TOTAL	$	22,392.51

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 Cypress Elementary School for the 2025-26 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 2025-26 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

CYPRESS ELEMENTARY SCHOOL

STATEMENT OF CHANGES IN FUND BALANCES (CASH BASIS)

2025-2026

FUND	BEGINNING BALANCES	CREDIT (FUND +)	DEBIT (FUND -)	TRANSFERS IN	TRANSFERS OUT	ENDING BALANCES
Classes	$ 3,297.02	$ 11,729.68	$ 8,599.86	$ 3,216.12	$ 7,019.22	$ 2,623.74
Clubs	1,154.92	1,425.00	1,980.64	1,182.86	635.22	1,146.92
Departments	1,860.42	-	-	66.12	440.20	1,486.34
Trusts	7,001.85	17,173.28	14,344.96	14,344.26	10,087.96	14,086.47
General	3,610.16	214.14	148.50	1,216.43	1,843.19	3,049.04
TOTALS	$ 16,924.37	$ 30,542.10	$ 25,073.96	$ 20,025.79	$ 20,025.79	$ 22,392.51

DEERFIELD PARK ELEMENTARY SCHOOL
AUDIT REPORT
FOR THE 2025-26 FISCAL YEAR
JULY 1, 2025 THROUGH JUNE 30, 2026

PROFILE OF THE SCHOOL

Address:	650 SW Third Avenue, Deerfield Beach, FL 33441
Region:	North
Regional Supt:	Alan Strauss
Director:	Joseph Balchunas
Principal:	Thomas Darby
Bookkeeper:	Latava N. Thompkins (Barr) – Business Support Center

CASH AND INVESTMENT SUMMARY

Cash Account:	6/30/26
Checking Account – JP Morgan Chase Bank	$ 11,918.20
TOTAL	$ 11,918.20

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 Deerfield Park Elementary School for the 2025-26 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 2025-26 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

DEERFIELD PARK ELEMENTARY SCHOOL

STATEMENT OF CHANGES IN FUND BALANCES (CASH BASIS)

2025-2026

FUND	BEGINNING BALANCES	CREDIT (FUND +)	DEBIT (FUND -)	TRANSFERS IN	TRANSFERS OUT	ENDING BALANCES
Music	$ 100.00	$ -	$ -	$ -	$ -	$ 100.00
Classes	3,330.85	12,628.12	12,388.23	575.60	575.60	3,570.74
Clubs	828.71	1,850.00	500.67	1,695.48	2,284.63	1,588.89
Departments	286.72	2,002.41	1,988.25	14.16	101.26	213.78
Trusts	1,519.74	15,679.32	14,749.32	6,071.72	6,457.23	2,064.23
General	3,318.80	-	-	2,709.58	1,647.82	4,380.56
TOTALS	$ 9,384.82	$ 32,159.85	$ 29,626.47	$ 11,066.54	$ 11,066.54	$ 11,918.20

ENDEAVOUR PRIMARY LEARNING CENTER
AUDIT REPORT
FOR THE 2025-26 FISCAL YEAR
JULY 1, 2025 THROUGH JUNE 30, 2026

PROFILE OF THE SCHOOL

Address:	2701 NW 56th Avenue, Lauderhill, FL 33313
Region:	STO
Regional Supt:	Dr. Veda Hudge
Director:	Francine Baugh-Stewart
Principal:	Anitra Fleming
Bookkeeper:	Latavia Barr – Business Support Center

CASH AND INVESTMENT SUMMARY

Cash Account:	6/30/26
Checking Account – JP Morgan Chase Bank	5,350.04
TOTAL	5,350.04

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 Endeavour Primary Learning Center for the 2025-26 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 2025-26 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

ENDEAVOUR PRIMARY LEARNING CENTER

STATEMENT OF CHANGES IN FUND BALANCES (CASH BASIS)

2025 - 2026

FUND	BEGINNING BALANCES	CREDIT (FUND +)	DEBIT (FUND -)	TRANSFERS IN	TRANSFERS OUT	ENDING BALANCES
Classes	$ 174.32	$ 2,883.36	$ 1,350.00	$ 3,584.46	$ 5,056.86	$ 235.28
Clubs	419.38	-	105.00	685.16	-	999.54
Departments	1,105.95	1,543.06	1,535.89	-	91.91	1,021.21
Trusts	1,447.57	6,283.75	7,620.33	4,679.66	3,807.68	982.97
General	1,699.78	404.09	-	358.17	351.00	2,111.04
TOTALS	$ 4,847.00	$ 11,114.26	$ 10,611.22	$ 9,307.45	$ 9,307.45	$ 5,350.04

EVERGLADES HIGH SCHOOL
AUDIT REPORT
FOR THE 2025-26 FISCAL YEAR
JULY 1, 2025 THROUGH JUNE 30, 2026

PROFILE OF THE SCHOOL

Address:	17100 SW 48th Court, Miramar, FL 33027
Region:	South
Regional Supt:	Dr. Jermaine Fleming
Director:	Todd LaPace
Principal:	Marie Duperval
Bookkeeper:	Judi Teresa Samuel

CASH AND INVESTMENT SUMMARY

Cash Account:	6/30/26
Checking Account – JP Morgan Chase Bank	$ 74,902.94
Investment	
Treasurer's Pool Account	150,000.00
TOTAL	$ 224,902.94

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 Everglades High School for the 2025-26 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 2025-26 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

EVERGLADES HIGH SCHOOL

STATEMENT OF CHANGES IN FUND BALANCES (CASH BASIS)

2025 - 2026

FUND	BEGINNING BALANCES	CREDIT (FUND +)	DEBIT (FUND -)	TRANSFERS IN	TRANSFERS OUT	ENDING BALANCES
Athletics	$ 3,619.43	$ 31,469.93	$ 34,231.77	$ 579.61	$ 1,088.48	$ 348.72
Music	7,542.15	27,470.13	24,619.32	3,320.26	6,271.42	7,441.80
Classes	11,972.41	172,751.32	181,502.52	5,191.29	3,755.63	4,656.87
Clubs	139,607.35	159,142.44	180,155.28	5,045.29	11,800.90	111,838.90
Departments	2,975.02	3,508.02	3,788.00	80.41	656.78	2,118.67
Trusts	61,801.47	73,757.77	112,424.09	96,452.57	80,485.21	39,102.51
General	65,021.61	16,644.22	15,659.35	4,807.23	11,418.24	59,395.47
TOTALS	$ 292,539.44	$ 484,743.83	$ 552,380.33	$ 115,476.66	$ 115,476.66	$ 224,902.94

FAIRWAY ELEMENTARY SCHOOL
AUDIT REPORT
FOR THE 2025-26 FISCAL YEAR
JULY 1, 2025 THROUGH JUNE 30, 2026

PROFILE OF THE SCHOOL

Address:	7850 Fairway Blvd, Miramar, FL 33023
Region:	South
Regional Supt:	Dr. Jermaine Fleming
Director:	Ricardo Santana
Principals:	Denise Dorsett (July 2026 - Current) Katherine Good (July 2025 - June 2026)
Bookkeeper:	Alba N. Garcia – Business Support Center

CASH AND INVESTMENT SUMMARY

Cash Account:		6/30/26
Checking Account – JP Morgan Chase Bank	$	13,556.90
TOTAL	$	13,556.90

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 Fairway Elementary School for the 2025-26 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 2025-26 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

FAIRWAY ELEMENTARY SCHOOL

STATEMENT OF CHANGES IN FUND BALANCES (CASH BASIS)

2025 - 2026

FUND	BEGINNING BALANCES	CREDIT (FUND +)	DEBIT (FUND -)	TRANSFERS IN	TRANSFERS OUT	ENDING BALANCES
Classes	$ 1,459.92	$ 11,792.48	$ 10,214.52	$ 1,203.02	$ 2,472.40	$ 1,768.50
Clubs	2,153.15	947.12	934.79	-	15.68	2,149.80
Departments	5,115.72	2,944.20	5,279.69	-	-	2,780.23
Trusts	490.86	7,773.24	11,034.02	5,338.78	2,045.34	523.52
General	7,052.51	2,945.84	1,655.12	699.50	2,707.88	6,334.85
TOTALS	$ 16,272.16	$ 26,402.88	$ 29,118.14	$ 7,241.30	$ 7,241.30	$ 13,556.90

INDIAN RIDGE MIDDLE SCHOOL
AUDIT REPORT
FOR THE 2025-26 FISCAL YEAR
JULY 1, 2025 THROUGH JUNE 30, 2026

PROFILE OF THE SCHOOL

Address:	1355 Nob Hill Road, Davie, FL 33324
Region:	Central
Regional Supt:	Dr. Ted Toomer
Director:	Haleh Darbar
Principal:	Ian Murray
Bookkeeper:	Alyse Gillard

CASH AND INVESTMENT SUMMARY

Cash Account:	6/30/26
Checking Account – JP Morgan Chase Bank	$ 50,144.13
Investment	
Treasurer's Pool Account	50,000.00
TOTAL	$ 100,144.13

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 Indian Ridge Middle School for the 2025-26 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 2025-26 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

INDIAN RIDGE MIDDLE SCHOOL

STATEMENT OF CHANGES IN FUND BALANCES (CASH BASIS)

2025-2026

FUND	BEGINNING BALANCES	CREDIT (FUND +)	DEBIT (FUND -)	TRANSFERS IN	TRANSFERS OUT	ENDING BALANCES
Athletics	$ 1,920.22	$ 8,307.50	$ 7,581.91	$ 2,237.10	$ 2,010.00	$ 2,872.91
Music	4,194.46	2,304.30	2,586.75	-	5.23	3,906.78
Classes	8,393.07	343,339.63	348,372.73	4,962.03	3,948.85	4,373.15
Clubs	54,875.63	59,975.08	65,423.53	37,363.76	52,758.31	34,032.63
Departments	22,860.94	1,178.00	1,924.43	1,184.65	16,116.14	7,183.02
Trusts	22,373.02	222,552.95	258,773.20	45,760.46	18,937.23	12,976.00
General	30,906.25	8,073.17	6,447.54	8,553.70	6,285.94	34,799.64
TOTALS	$ 145,523.59	$ 645,730.63	$ 691,110.09	$ 100,061.70	$ 100,061.70	$ 100,144.13

JAMES S. HUNT ELEMENTARY SCHOOL
AUDIT REPORT
FOR THE 2025-26 FISCAL YEAR
JULY 1, 2025 THROUGH JUNE 30, 2026

PROFILE OF THE SCHOOL

Address:	7800 NW 35th Court, Coral Springs, FL 33065
Region:	North
Regional Supt:	Alan Strauss
Director:	Joseph Balchunas
Principal:	Carla Hart
Bookkeeper:	Lysa Robb – Business Support Center

CASH AND INVESTMENT SUMMARY

Cash Account:		6/30/26
Checking Account – JP Morgan Chase Bank	$	25,051.18
TOTAL	$	25,051.18

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 James S. Hunt Elementary School for the 2025-26 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 2025-26 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

JAMES S. HUNT ELEMENTARY SCHOOL

STATEMENT OF CHANGES IN FUND BALANCES (CASH BASIS)

2025 - 2026

FUND	BEGINNING BALANCES	CREDIT (FUND +)	DEBIT (FUND -)	TRANSFERS IN	TRANSFERS OUT	ENDING BALANCES
Classes	$ 1,791.94	$ 7,110.08	$ 6,899.00	$ 2,779.58	$ 2,728.60	$ 2,054.00
Clubs	735.93	1,045.60	1,194.84	5.60	5.60	586.69
Departments	1,219.91	3,253.55	2,305.43		880.33	1,287.70
Trusts	2,463.93	28,260.98	18,250.47	9,145.10	8,790.99	12,828.55
General	2,803.90	5,704.10	689.00	1,186.02	710.78	8,294.24
TOTALS	$ 9,015.61	$ 45,374.31	$ 29,338.74	$ 13,116.30	$ 13,116.30	$ 25,051.18

LAKE FOREST ELEMENTARY SCHOOL
AUDIT REPORT
FOR THE 2025-26 FISCAL YEAR
JULY 1, 2025 THROUGH JUNE 30, 2026

PROFILE OF THE SCHOOL

Address:	3550 SW 48th Avenue, Pembroke Park, FL 33023
Region:	South
Regional Supt:	Dr.Jermaine Fleming
Director:	Katie Policastro
Principal:	Denise Lizano
Bookkeepers:	Ashley Collins – Business Support Center (July 2025-Current) Andrea Moreno – Business Support Center (July 2024-June 2025)

CASH AND INVESTMENT SUMMARY

Cash Account:	6/30/26
Checking Account – JP Morgan Chase Bank	$ 13,944.59
Investment	
Treasurer's Pool Account	5,000.00
TOTAL	$ 18,944.59

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 Lake Forest Elementary School for the 2025-26 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 2025-26 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

LAKE FOREST ELEMENTARY SCHOOL

STATEMENT OF CHANGES IN FUND BALANCES (CASH BASIS)

2025 - 2026

FUND	BEGINNING BALANCES	CREDIT (FUND +)	DEBIT (FUND -)	TRANSFERS IN	TRANSFERS OUT	ENDING BALANCES
Classes	$ 2,772.01	$ 30,465.12	$ 20,482.23	$ 4,023.70	$ 13,588.56	$ 3,190.04
Clubs	2,279.24	2,170.56	2,958.73	728.41	456.70	1,762.78
Departments	8,170.31	5,813.41	8,511.12	5,008.87	10,481.47	-
Trusts	6,641.57	11,754.33	29,757.24	29,732.17	11,949.65	6,421.18
General	9,821.68	2,877.26	2,111.58	3,165.40	6,182.17	7,570.59
TOTALS	$ 29,684.81	$ 53,080.68	$ 63,820.90	$ 42,658.55	$ 42,658.55	$ 18,944.59

LAKESIDE ELEMENTARY SCHOOL
AUDIT REPORT
FOR THE 2025-26 FISCAL YEAR
JULY 1, 2025 THROUGH JUNE 30, 2026

PROFILE OF THE SCHOOL

Address:	900 NW 136th Avenue, Pembroke Pines, FL 33028
Region:	South
Regional Supt:	Dr. Jermaine Fleming
Director:	Ricardo Santana
Principal:	Rick Rodriguez
Bookkeeper:	Alba Garcia – Business Support Center

CASH AND INVESTMENT SUMMARY

Cash Account:	6/30/26
Checking Account – JP Morgan Chase Bank	$ 35,046.36
TOTAL	$ 35,046.36

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 Lakeside Elementary School for the 2025-26 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 2025-26 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

LAKESIDE ELEMENTARY SCHOOL

STATEMENT OF CHANGES IN FUND BALANCES (CASH BASIS)

2025 - 2026

FUND	BEGINNING BALANCES	CREDIT (FUND +)	DEBIT (FUND -)	TRANSFERS IN	TRANSFERS OUT	ENDING BALANCES
Classes	$ 1,972.79	$ 35,333.76	$ 31,182.81	$ 2,177.37	$ 6,497.33	$ 1,803.78
Clubs	1,586.63	1,674.20	1,743.10	292.51	-	1,810.24
Departments	298.75	-	218.99	-	-	79.76
Trusts	7,702.46	272,592.82	265,166.81	28,217.37	21,564.97	21,780.87
General	13,238.47	3,665.91	4,707.72	973.32	3,598.27	9,571.71
TOTALS	$ 24,799.10	$ 313,266.69	$ 303,019.43	$ 31,660.57	$ 31,660.57	$ 35,046.36

LANIER-JAMES EDUCATION CENTER
AUDIT REPORT
FOR THE 2025-26 FISCAL YEAR
JULY 1, 2025 THROUGH JUNE 30, 2026

PROFILE OF THE SCHOOL

Address:	1050 NW Seventh Court, Hallandale, FL 33009
Region:	South
Regional Supt:	Dr. Jermaine Fleming
Director:	Dr. Leo Nesmith
Principal:	Michelle Laurent
Bookkeeper:	Chequita Butler – Business Support Center

CASH AND INVESTMENT SUMMARY

Cash Account:		6/30/26
Checking Account – JP Morgan Chase Bank	$	2,672.77
TOTAL	$	2,672.77

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 Lanier-James Education Center for the 2025-26 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 2025-26 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

LANIER-JAMES EDUCATION CENTER

STATEMENT OF CHANGES IN FUND BALANCES (CASH BASIS)

2025 - 2026

FUND	BEGINNING BALANCES	CREDIT (FUND +)	DEBIT (FUND -)	TRANSFERS IN	TRANSFERS OUT	ENDING BALANCES
Clubs	$ 829.59	$ 3,895.00	$ 3,948.10	$ 1,336.99	$ 487.52	$ 1,625.96
Departments	9.03	-	-	-	-	9.03
Trusts	844.41	3,395.95	2,606.00	348.00	1,197.47	784.89
General	385.89	-	133.00	263.99	263.99	252.89
TOTALS	$ 2,068.92	$ 7,290.95	$ 6,687.10	$ 1,948.98	$ 1,948.98	$ 2,672.77

LARKDALE ELEMENTARY SCHOOL
AUDIT REPORT
FOR THE 2025-26 FISCAL YEAR
JULY 1, 2025 THROUGH JUNE 30, 2026

PROFILE OF THE SCHOOL

Address:	3250 NW 12th Place, Fort Lauderdale, FL 33311
Region:	STO
Regional Supt:	Dr. Veda Hudge
Director:	Shinita Coachman-Beavers
Principal:	Nandrane Fairclough
Bookkeeper:	Cynthia L. Ruffin – Business Support Center

CASH AND INVESTMENT SUMMARY

Cash Account:	6/30/26
Checking Account – JP Morgan Chase Bank	$ 12,934.27
TOTAL	$ 12,934.27

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 Larkdale Elementary School for the 2025-26 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 2025-26 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

LARKDALE ELEMENTARY SCHOOL

STATEMENT OF CHANGES IN FUND BALANCES (CASH BASIS)

2025 - 2026

FUND	BEGINNING BALANCES	CREDIT (FUND +)	DEBIT (FUND -)	TRANSFERS IN	TRANSFERS OUT	ENDING BALANCES
Classes	$ 1,884.96	$ 4,304.00	$ 4,488.08	$ 1,541.30	$ 2,132.48	$ 1,109.70
Clubs	1,526.19	1,471.80	2,390.74	1,131.03	23.20	1,715.08
Departments	941.62	-	-	-	-	941.62
Trusts	5,229.36	19,423.37	16,679.04	2,835.74	3,219.12	7,590.31
General	1,541.54	1,202.49	1,033.20	1,797.46	1,930.73	1,577.56
TOTALS	$ 11,123.67	$ 26,401.66	$ 24,591.06	$ 7,305.53	$ 7,305.53	$ 12,934.27

LLOYD ESTATES ELEMENTARY SCHOOL
AUDIT REPORT
FOR THE 2025-26 FISCAL YEAR
JULY 1, 2025 THROUGH JUNE 30, 2026

PROFILE OF THE SCHOOL

Address:	750 NW 41st Street, Oakland Park, FL 33309
Region:	North
Regional Supt:	Alan Strauss
Director:	Joseph Balchunas
Principal:	Shawn Allen
Bookkeeper:	Janell L. Coleman – Business Support Center

CASH AND INVESTMENT SUMMARY

Cash Account:		6/30/26
Checking Account – JP Morgan Chase Bank	$	20,933.20
TOTAL	$	20,933.20

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 Lloyd Estates Elementary School for the 2025-26 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 2025-26 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

LLOYD ESTATES ELEMENTARY SCHOOL

STATEMENT OF CHANGES IN FUND BALANCES (CASH BASIS)

2025 - 2026

FUND	BEGINNING BALANCES	CREDIT (FUND +)	DEBIT (FUND -)	TRANSFERS IN	TRANSFERS OUT	ENDING BALANCES
Music	$ 631.59	$ -	$ -	$ -	$ -	$ 631.59
Classes	1,171.62	12,451.60	13,018.63	1,642.20	1,241.56	1,005.23
Clubs	3,640.13	-	-	300.00	-	3,940.13
Departments	5,377.24	-	2,527.00	-	439.00	2,411.24
Trusts	5,922.50	18,272.71	19,189.67	6,844.10	6,221.48	5,628.16
General	7,769.91	1,581.20	1,150.00	1,365.03	2,249.29	7,316.85
TOTALS	$ 24,512.99	$ 32,305.51	$ 35,885.30	$ 10,151.33	$ 10,151.33	$ 20,933.20

MARY M. BETHUNE ELEMENTARY SCHOOL
AUDIT REPORT
FOR THE 2025-26 FISCAL YEAR
JULY 1, 2025 THROUGH JUNE 30, 2026

PROFILE OF THE SCHOOL

Address: 2400 Meade Street, Hollywood, FL 33020

Region: South

Regional Supt: Dr. Jermaine Fleming

Director: Katie Policastro

Principal: Latosha Williams

Bookkeepers: Adrian Jackson – Business Support Center (December 2025-June 2026)
Zorimar Melendez – Business Support Center (December 2025-June 2026)
Alkia D. Shipman – Business Support Center (July 2024-November 2025)

CASH AND INVESTMENT SUMMARY

Cash Account:	6/30/26
Checking Account – JP Morgan Chase Bank	$ 18,453.75
TOTAL	$ 18,453.75

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 Mary M. Bethune Elementary School for the 2025-26 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 2025-26 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

MARY M. BETHUNE ELEMENTARY SCHOOL

STATEMENT OF CHANGES IN FUND BALANCES (CASH BASIS)

2025 - 2026

FUND	BEGINNING BALANCES	CREDIT (FUND +)	DEBIT (FUND -)	TRANSFERS IN	TRANSFERS OUT	ENDING BALANCES
Music	$ 2,304.77	$ 1,224.00	$ 795.70	$ 1,309.05	$ 1,361.38	$ 2,680.74
Classes	2,295.01	7,696.20	8,479.94	2,007.49	1,624.40	1,894.36
Clubs	1,295.57	-	147.75	379.38	-	1,527.20
Departments	6,542.80	4,050.20	5,646.36	20.32	20.32	4,946.64
Trusts	3,947.95	18,543.76	19,099.58	16,024.99	16,152.49	3,264.63
General	2,420.25	3,568.98	1,266.41	1,430.40	2,013.04	4,140.18
TOTALS	$ 18,806.35	$ 35,083.14	$ 35,435.74	$ 21,171.63	$ 21,171.63	$ 18,453.75

MCNICOL MIDDLE SCHOOL
AUDIT REPORT
FOR THE 2025-26 FISCAL YEAR
JULY 1, 2025 THROUGH JUNE 30, 2026

PROFILE OF THE SCHOOL

Address: 1602 S 27th Avenue, Hollywood, FL 33020

Region: South

Regional Supt: Dr. Jermaine Fleming

Director: Todd LaPace

Principal: Deirdre Benka-Coker

Bookkeepers: Paula Alexander – Business Support Center (November 2025-Current)
Lisana Seudath – Business Support Center (August 2024-August 2025)

CASH AND INVESTMENT SUMMARY

Cash Account:	6/30/26
Checking Account – JP Morgan Chase Bank	$ 20,435.19
TOTAL	$ 20,435.19

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 McNicol Middle School for the 2025-26 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 2025-26 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

MCNICOL MIDDLE SCHOOL

STATEMENT OF CHANGES IN FUND BALANCES (CASH BASIS)

2025 - 2026

FUND	BEGINNING BALANCES	CREDIT (FUND +)	DEBIT (FUND -)	TRANSFERS IN	TRANSFERS OUT	ENDING BALANCES
Athletics	$ 1,291.32	$ 521.00	$ 350.00	$ 1,662.20	$ -	$ 3,124.52
Music	-	-	-	-	-	-
Classes	-	15,329.00	15,196.99	4,534.40	4,666.41	-
Clubs	8,693.68	4,753.03	5,534.30	953.05	6,565.60	2,299.86
Departments	5,054.32	854.70	195.62	14.57	4,971.81	756.16
Trusts	7,110.93	125,199.54	128,685.07	5,131.51	1,755.31	7,001.60
General	3,037.13	1,401.73	2,775.42	7,195.33	1,605.72	7,253.05
TOTALS	$ 25,187.38	$ 148,059.00	$ 152,737.40	$ 19,491.06	$ 19,564.85	$ 20,435.19

MORROW ELEMENTARY SCHOOL
AUDIT REPORT
FOR THE 2025-26 FISCAL YEAR
JULY 1, 2025 THROUGH JUNE 30, 2026

PROFILE OF THE SCHOOL

Address: 408 SW 76th Terrace, North Lauderdale, FL 33068

Region: STO

Regional Supt: Dr. Veda Hudge

Director: Shinita Coachman-Beavers

Principal: Laurel Crowle

Bookkeepers: David Franklin – Business Support Center (December 2025-June 2026)
Zorimar Melendez–Business Support Center (December 2025-June 2026)
Monique Letts – Business Support Center (December 2025-June 2026)
Maneshia Mack – Business Support Center (September 2024-November 2025)

CASH AND INVESTMENT SUMMARY

Cash Account:		6/30/26
Checking Account – JP Morgan Chase Bank	$	2,996.38
Investment		
Treasurer's Pool Account		4,000.00
TOTAL	$	6,996.38

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 Morrow Elementary School for the 2025-26 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 2025-26 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

MORROW ELEMENTARY SCHOOL

STATEMENT OF CHANGES IN FUND BALANCES (CASH BASIS)

2025 - 2026

FUND	BEGINNING BALANCES	CREDIT (FUND +)	DEBIT (FUND -)	TRANSFERS IN	TRANSFERS OUT	ENDING BALANCES
Music	$ 999.76	$ -	$ -	$ -	$ -	$ 999.76
Classes	544.08	1,077.12	682.50	394.62	789.24	544.08
Clubs	1,113.92	629.20	1,939.33	785.91	-	589.70
Departments	1,571.54	-	-	-	-	1,571.54
Trusts	1,310.34	12,662.87	12,578.01	1,020.50	959.87	1,455.83
General	964.66	4,804.49	3,481.76	500.88	952.80	1,835.47
TOTALS	$ 6,504.30	$ 19,173.68	$ 18,681.60	$ 2,701.91	$ 2,701.91	$ 6,996.38

NORTH FORK ELEMENTARY SCHOOL
AUDIT REPORT
FOR THE 2025-26 FISCAL YEAR
JULY 1, 2025 THROUGH JUNE 30, 2026

PROFILE OF THE SCHOOL

Address:	101 NW 15th Avenue, Fort Lauderdale, FL 33311
Region:	STO
Regional Supt:	Dr. Veda Hudge
Director:	Dr. Francine Baugh-Stewart
Principal:	Gretchen Atkins-Brown
Bookkeeper:	Deonne Jackson – Business Support Center

CASH AND INVESTMENT SUMMARY

Cash Account:	6/30/26
Checking Account – JP Morgan Chase Bank	$ 2,824.56
TOTAL	$ 2,824.56

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 Fork Elementary School for the 2025-26 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 2025-26 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 FORK ELEMENTARY SCHOOL

STATEMENT OF CHANGES IN FUND BALANCES (CASH BASIS)

2025 - 2026

FUND	BEGINNING BALANCES	CREDIT (FUND +)	DEBIT (FUND -)	TRANSFERS IN	TRANSFERS OUT	ENDING BALANCES
Classes	$ 55.10	$ 2,073.48	$ 752.97	$ 617.33	$ 1,949.79	$ 43.15
Clubs	913.42	684.00	1,508.64	-	-	88.78
Departments	2,032.85	-	-	228.00	-	2,260.85
Trusts	1,382.33	19,409.60	22,419.86	4,141.94	2,513.16	0.85
General	1,560.51	2,428.40	3,033.66	596.50	1,120.82	430.93
TOTALS	$ 5,944.21	$ 24,595.48	$ 27,715.13	$ 5,583.77	$ 5,583.77	$ 2,824.56

OAKRIDGE ELEMENTARY SCHOOL
AUDIT REPORT
FOR THE 2025-26 FISCAL YEAR
JULY 1, 2025 THROUGH JUNE 30, 2026

PROFILE OF THE SCHOOL

Address:	1507 N 28th Avenue, Hollywood, FL 33020
Region:	STO
Regional Supt:	Dr. Veda Hudge
Director:	Shinita Coachman-Beavers
Principal:	Te'Anka Pinder
Bookkeeper:	April Buchheit

CASH AND INVESTMENT SUMMARY

Cash Account:		6/30/26
Checking Account – JP Morgan Chase Bank	$	7,799.09
Investment		
Treasurer's Pool Account		10,000.00
TOTAL	$	17,799.09

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 Oakridge Elementary School for the 2025-26 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 2025-26 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

OAKRIDGE ELEMENTARY SCHOOL

STATEMENT OF CHANGES IN FUND BALANCES (CASH BASIS)

2025 - 2026

FUND	BEGINNING BALANCES	CREDIT (FUND +)	DEBIT (FUND -)	TRANSFERS IN	TRANSFERS OUT	ENDING BALANCES
Classes	$ 1,423.65	$ 1,179.00	$ 706.37	$ -	$ 877.28	$ 1,019.00
Clubs	1,968.50	180.00	-	389.25	-	2,537.75
Departments	3,282.81	3,981.30	4,669.32	-	-	2,594.79
Trusts	3,460.69	17,639.76	20,418.42	5,835.60	5,110.81	1,406.82
General	10,394.08	1,497.66	1,414.25	2,992.24	3,229.00	10,240.73
TOTALS	$ 20,529.73	$ 24,477.72	$ 27,208.36	$ 9,217.09	$ 9,217.09	$ 17,799.09

PINES LAKES ELEMENTARY SCHOOL
AUDIT REPORT
FOR THE 2025-26 FISCAL YEAR
JULY 1, 2025 THROUGH JUNE 30, 2026

PROFILE OF THE SCHOOL

Address:	10300 Johnson Street, Pembroke Pines, FL 33026
Region:	South
Regional Supt:	Dr. Jermaine Fleming
Director:	Ricardo Santana
Principals:	Tracy Jackson (May 2026 - Current) Susan Sasse (July 2025 - April 2026)
Bookkeeper:	Wendy Duran-Hernandez – Business Support Center

CASH AND INVESTMENT SUMMARY

Cash Account:	6/30/26
Checking Account – JP Morgan Chase Bank	$ 15,660.97
TOTAL	$ 15,660.97

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 Pines Lakes Elementary School for the 2025-26 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 2025-26 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

PINES LAKES ELEMENTARY SCHOOL

STATEMENT OF CHANGES IN FUND BALANCES (CASH BASIS)

2025 - 2026

FUND	BEGINNING BALANCES	CREDIT (FUND +)	DEBIT (FUND -)	TRANSFERS IN	TRANSFERS OUT	ENDING BALANCES
Music	$ 2.68	$ -	$ -	$ -	$ -	$ 2.68
Classes	1,915.66	15,153.72	12,926.79	1,422.43	3,573.00	1,992.02
Clubs	791.69	-	832.29	752.16	-	711.56
Departments	5,506.20	-	-		4,977.77	528.43
Trusts	4,762.91	17,777.56	27,337.62	11,074.10	4,131.10	2,145.85
General	2,732.64	19,303.80	11,189.19	4,427.51	4,994.33	10,280.43
TOTALS	$ 15,711.78	$ 52,235.08	$ 52,285.89	$ 17,676.20	$ 17,676.20	$ 15,660.97

ROYAL PALM STEM MUSEUM MAGNET
AUDIT REPORT
FOR THE 2025-26 FISCAL YEAR
JULY 1, 2025 THROUGH JUNE 30, 2026

PROFILE OF THE SCHOOL

Address:	1951 NW 56th Avenue, Lauderhill, FL 33313
Region:	STO
Regional Supt:	Dr. Veda Hudge
Director:	Shinita Coachman-Beavers
Principal:	Marie Rumble
Bookkeeper:	Alisa Walker – Business Support Center

CASH AND INVESTMENT SUMMARY

Cash Account:	6/30/26
Checking Account – JP Morgan Chase Bank	$ 14,172.23
Investment	
Treasurer's Pool Account	2,000.00
TOTAL	$ 16,172.23

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 Royal Palm STEM Museum Magnet for the 2025-26 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 2025-26 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

ROYAL PALM STEM MUSEUM MAGNET

STATEMENT OF CHANGES IN FUND BALANCES (CASH BASIS)

2025 - 2026

FUND	BEGINNING BALANCES	CREDIT (FUND +)	DEBIT (FUND -)	TRANSFERS IN	TRANSFERS OUT	ENDING BALANCES
Classes	$ 1,474.21	$ 13,559.12	$ 11,099.88	$ 3,182.50	$ 5,038.50	$ 2,077.45
Clubs	626.32	1,850.00	1,007.68	-	-	1,468.64
Departments	4,520.29	-	-	-	-	4,520.29
Trusts	2,518.42	25,651.25	25,231.08	6,223.12	3,886.42	5,275.29
General	2,553.28	2,772.54	2,014.56	1,169.30	1,650.00	2,830.56
TOTALS	$ 11,692.52	$ 43,832.91	$ 39,353.20	$ 10,574.92	$ 10,574.92	$ 16,172.23

SOUTH BROWARD HIGH SCHOOL
AUDIT REPORT
FOR THE 2025-26 FISCAL YEAR
JULY 1, 2025 THROUGH JUNE 30, 2026

PROFILE OF THE SCHOOL

Address:	1901 N Federal Highway, Hollywood, FL 33020
Region:	South
Regional Supt:	Dr. Jermaine Fleming
Director:	Todd LaPace
Principal:	Alexander Francois
Bookkeeper:	Adrian Jackson – Business Support Center

CASH AND INVESTMENT SUMMARY

Cash Account:	6/30/26
Checking Account – JP Morgan Chase Bank	$ 160,627.97
Investment	
Treasurer's Pool Account	264,000.00
TOTAL	$ 424,627.97

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 South Broward High School for the 2025-26 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 2025-26 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

SOUTH BROWARD HIGH SCHOOL

STATEMENT OF CHANGES IN FUND BALANCES (CASH BASIS)

2025 - 2026

FUND	BEGINNING BALANCES	CREDIT (FUND +)	DEBIT (FUND -)	TRANSFERS IN	TRANSFERS OUT	ENDING BALANCES
Athletics	$ 65,693.03	$ 61,541.59	$ 61,456.23	$ 5,967.84	$ 14,876.76	$ 56,869.47
Music	9,623.77	50,070.72	29,939.44	31,074.83	40,258.40	20,571.48
Classes	23,332.48	92,468.19	107,173.72	7,086.01	10,755.10	4,957.86
Clubs	177,320.90	231,347.45	249,550.03	95,260.32	94,197.59	160,181.05
Departments	25,043.27	1,370.62	517.92	1,058.04	2,111.23	24,842.78
Trusts	85,003.69	104,666.33	111,449.78	107,097.86	78,558.45	106,759.65
General	42,998.94	18,380.41	4,146.30	2,333.07	9,120.44	50,445.68
TOTALS	$ 429,016.08	$ 559,845.31	$ 564,233.42	$ 249,877.97	$ 249,877.97	$ 424,627.97

THE QUEST CENTER
AUDIT REPORT
FOR THE 2025-26 FISCAL YEAR
JULY 1, 2025 THROUGH JUNE 30, 2026

PROFILE OF THE SCHOOL

Address:	6401 Charleston Street, Hollywood, FL 33024
Region:	Central
Regional Supt:	Dr. Ted Toomer
Director:	Dr. Leo Nesmith
Principal:	Andrea Swift
Bookkeeper:	Chequita Butler – Business Support Center

CASH AND INVESTMENT SUMMARY

Cash Account:	6/30/26
Checking Account – JP Morgan Chase Bank	$ 18,342.32
TOTAL	$ 18,342.32

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 The Quest Center for the 2025-26 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 2025-26 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

THE QUEST CENTER

STATEMENT OF CHANGES IN FUND BALANCES (CASH BASIS)

2025 - 2026

FUND	BEGINNING BALANCES	CREDIT (FUND +)	DEBIT (FUND -)	TRANSFERS IN	TRANSFERS OUT	ENDING BALANCES
Classes	$ 2,859.61	$ 400.00	$ 1,176.58	$ 38.58	$ 38.58	$ 2,083.03
Clubs	3,196.33	-	600.00	498.59	1,000.02	2,094.90
Trusts	8,295.55	17,695.59	19,885.44	9,580.07	10,078.66	5,607.11
General	6,088.94	1,583.32	115.00	4,031.68	3,031.66	8,557.28
TOTALS	$ 20,440.43	$ 19,678.91	$ 21,777.02	$ 14,148.92	$ 14,148.92	$ 18,342.32

TROPICAL ELEMENTARY SCHOOL
AUDIT REPORT
FOR THE 2025-26 FISCAL YEAR
JULY 1, 2025 THROUGH JUNE 30, 2026

PROFILE OF THE SCHOOL

Address:	1500 SW 66th Avenue, Plantation, FL 33317
Region:	Central
Regional Supt:	Dr. Ted Toomer
Director:	Dr. Ducarmel Augustin
Principal:	Robert Schneider
Bookkeeper:	Lisa Camposano – Business Support Center

CASH AND INVESTMENT SUMMARY

Cash Account:	6/30/26
Checking Account – JP Morgan Chase Bank	$ 115,555.11
Investment	
Treasurer's Pool Account	15,000.00
TOTAL	$ 130,555.11

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 Tropical Elementary School for the 2025-26 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 2025-26 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

TROPICAL ELEMENTARY SCHOOL

STATEMENT OF CHANGES IN FUND BALANCES (CASH BASIS)

2025 - 2026

FUND	BEGINNING BALANCES	CREDIT (FUND +)	DEBIT (FUND -)	TRANSFERS IN	TRANSFERS OUT	ENDING BALANCES
Classes	$ 3,872.28	$ 95,440.52	$ 92,591.24	2,307.58	$ 6,327.19	$ 2,701.95
Clubs	13,724.63	5,220.00	4,203.58	1,266.10	3,043.93	12,963.22
Departments	5,283.66	-	-	2,281.19	4,949.76	2,615.09
Trusts	60,296.30	573,813.37	583,099.24	79,896.33	70,264.98	60,641.78
General	56,288.91	1,032.66	4,523.16	10,377.13	11,542.47	51,633.07
TOTALS	$ 139,465.78	$ 675,506.55	$ 684,417.22	$ 96,128.33	$ 96,128.33	$ 130,555.11

WESTERN HIGH SCHOOL
AUDIT REPORT
FOR THE 2025-26 FISCAL YEAR
JULY 1, 2025 THROUGH JUNE 30, 2026

PROFILE OF THE SCHOOL

Address:	1200 SW 136th Avenue, Davie, FL 33325
Region:	Central
Regional Supt:	Dr. Ted Toomer
Director:	Haleh Darbar
Principal:	Michelle Padura
Bookkeeper:	Lisa Mitrani – Business Support Center

CASH AND INVESTMENT SUMMARY

Cash Account:	6/30/26
Checking Account – JP Morgan Chase Bank	$ 141,482.77
Investment	
Treasurer's Pool Account	485,000.00
TOTAL	$ 626,482.77

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 Western High School for the 2025-26 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 2025-26 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

WESTERN HIGH SCHOOL

STATEMENT OF CHANGES IN FUND BALANCES (CASH BASIS)

2025-2026

FUND	BEGINNING BALANCES	CREDIT (FUND +)	DEBIT (FUND -)	TRANSFERS IN	TRANSFERS OUT	ENDING BALANCES
Athletics	$ 55,972.68	$ 74,963.60	$ 92,274.75	$ 5,692.55	$ 19,860.38	$ 24,493.70
Music	2,468.94	40,426.06	30,041.18	785.00	8,397.90	5,240.92
Classes	12,348.70	253,623.43	256,378.30	31,722.28	23,520.35	17,795.76
Clubs	267,370.38	433,551.53	421,841.76	157,747.23	190,378.39	246,448.99
Departments	22,841.31	65,536.82	67,119.71	3,245.20	528.40	23,975.22
Trusts	166,548.04	208,057.28	265,960.07	196,900.79	217,294.64	88,251.40
General	132,601.06	42,827.88	19,039.17	84,861.98	20,974.97	220,276.78
TOTALS	$ 660,151.11	$ 1,118,986.60	$ 1,152,654.94	$ 480,955.03	$ 480,955.03	$ 626,482.77

WHISPERING PINES CENTER
AUDIT REPORT
FOR THE 2025-26 FISCAL YEAR
JULY 1, 2025 THROUGH JUNE 30, 2026

PROFILE OF THE SCHOOL

Address:	3609 SW 89th Avenue, Miramar, FL 33025
Region:	Central
Regional Supt:	Dr. Ted Toomer
Director:	Dr. Leo Nesmith
Principals:	Jenny Thelwell (July 2026 - Current)
	Neal Cain (April 2026 – June 2026) Howard Jones (July 2025 - March 2026)
Bookkeeper:	Jonathan Cooper

CASH AND INVESTMENT SUMMARY

Cash Account:	6/30/26
Checking Account – JP Morgan Chase Bank	$ 14,609.31
TOTAL	$ 14,609.31

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 Whispering Pines School for the 2025-26 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 2025-26 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

WHISPERING PINES CENTER

STATEMENT OF CHANGES IN FUND BALANCES (CASH BASIS)

2025 - 2026

BEGINNING BALANCES	CREDIT (FUND +)	DEBIT (FUND -)	TRANSFERS IN	TRANSFERS OUT	ENDING BALANCES
$ 6,114.84	$ 2,467.04	$ 4,618.16	$ 1,307.71	$ 45.45	$ 5,225.98
706.58	-	-	-	641.75	64.83
2,720.52	11,279.02	4,808.51	14,919.61	16,008.92	8,101.72
668.95	500.20	421.17	752.59	283.79	1,216.78
$ 10,210.89	$ 14,246.26	$ 9,847.84	$ 16,979.91	$ 16,979.91	$ 14,609.31

Section III:

Appendices

THE OFFICE OF THE CHIEF AUDITOR
FISCAL YEAR 2025 - 26 SUMMARY OF INTERNAL AUDIT REPORTS WITH EXCEPTIONS

School	Audit Committee Report Date	Region	FY 2026 Bookkeeper	Audit Exceptions	Guidance
Sunland Park Academy	10/1/2026	STO	**BSC**	Money Collections	Chapter 8, SPB I-302

THE OFFICE OF THE CHIEF AUDITOR

FY 2021-2026 BSC or Non-BSC Bookkeeper Employed and Audit Exceptions by Fiscal Year

	School	Audit Committee Report Date	Region	FY26 Ending Balance	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	FY 2026 Bookkeepers	FY 2026 Audit Exceptions
1	Banyan Elementary School	10/1/2026	Central	6,363.58	BSC	None	BSC	None	BSC	None	BSC	Exception	BSC	Exception	BSC	None
2	Boulevard Heights Elementary School	10/1/2026	South	14,279.14	BSC	None	BSC	None	BSC	None	BSC	None	BSC	None	BSC	None
3	Broward Estates Elementary School	10/1/2026	STO	16,168.14	BSC	None	BSC	None	BSC	None	BSC	None	BSC	None	BSC	None
4	Broward Virtual School	10/1/2026	South	6,775.12	Non-BSC	None	Non-BSC	None	Non-BSC	None	Non-BSC	None	Non-BSC	None	Non-BSC	None
5	C. Robert Markham Elementary School	10/1/2026	STO	14,837.38	BSC	None	BSC	None	BSC	None	BSC	Exception	BSC	None	BSC	None
6	Castle Hill Elementary School	10/1/2026	STO	6,684.05	BSC	Exception	BSC	Exception	BSC	None	BSC	None	BSC	None	BSC	None
7	Chapel Trail Elementary School	10/1/2026	South	31,709.96	BSC	None	BSC	None	BSC	None	BSC	None	BSC	None	BSC	None
8	Charles W. Flanagan High School	10/1/2026	South	387,895.42	BSC	None	BSC	None	BSC	Exception	BSC	Exception	BSC	None	BSC	None
9	Coral Cove Academy of the Arts	10/1/2026	South	43,639.27	BSC	None	Non-BSC	None	Non-BSC	None	Non-BSC	None	Non-BSC	None	Non-BSC	None
10	Cypress Elementary School	10/1/2026	North	22,392.51	BSC	None	BSC	None	BSC	None	BSC	None	BSC	None	BSC	None
11	Deerfield Park Elementary School	10/1/2026	North	11,918.20	BSC	None	BSC	None	BSC	None	BSC	None	BSC	None	BSC	None
12	Endeavour Primary Learning Center	10/1/2026	STO	5,350.04	BSC	None	BSC	None	BSC	None	BSC	Exception	BSC	None	BSC	None
13	Everglades High School	10/1/2026	South	224,902.94	Non-BSC	None	Non-BSC	None	Non-BSC	None	Non-BSC	Exception	Non-BSC	None	Non-BSC	None
14	Fairway Elementary School	10/1/2026	South	13,556.90	BSC	None	BSC	None	BSC	None	BSC	None	BSC	None	BSC	None
15	Indian Ridge Middle School	10/1/2026	Central	100,144.13	Non-BSC	None	Non-BSC	None	Non-BSC	None	Non-BSC	None	Non-BSC	None	Non-BSC	None
16	James S. Hunt Elementary School	10/1/2026	North	25,051.18	Non-BSC	None	Non-BSC	None	BSC	None	BSC	None	BSC	None	BSC	None
17	Lake Forest Elementary	10/1/2026	South	18,944.59	BSC	None	BSC	None	BSC	Exception	BSC	None	BSC	None	BSC	None
18	Lakeside Elementary School	10/1/2026	South	35,046.36	Non-BSC	None	Non-BSC	None	BSC	None	BSC	None	BSC	None	BSC	None
19	Lanier-James Education Center	10/1/2026	South	2,672.77	Non-BSC	None	Non-BSC	None	Non-BSC	None	Non-BSC	None	BSC	None	BSC	None
20	Larkdale Elementary School	10/1/2026	STO	12,934.27	BSC	None	BSC	None	BSC	None	BSC	None	BSC	None	BSC	None
21	Lloyd Estates Elementary School	10/1/2026	North	20,933.20	BSC	None	BSC	None	BSC	None	BSC	Exception	BSC	None	BSC	None
22	Mary M. Bethune Elementary School	10/1/2026	South	18,453.75	BSC	None	BSC	None	BSC	None	BSC	None	BSC	None	BSC	None
23	McNicol Middle School	10/1/2026	South	20,435.19	BSC	Exceptions	BSC	Exceptions	BSC	None	BSC	None	BSC	None	BSC	None
24	Morrow Elementary School	10/1/2026	STO	6,996.38	BSC	None	BSC	None	BSC	None	BSC	None	BSC	None	BSC	None
25	North Fork Elementary School	10/1/2026	STO	2,824.56	BSC	Exception	BSC	Exception	BSC	None	BSC	None	BSC	None	BSC	None
26	Oakridge Elementary School	10/1/2026	STO	17,799.09	Non-BSC	None	Non-BSC	None	Non-BSC	None	Non-BSC	None	Non-BSC	None	Non-BSC	None
27	Pines Lakes Elementary School	10/1/2026	South	15,660.97	BSC	None	BSC	None	BSC	None	BSC	None	BSC	None	BSC	None
28	Royal Palm STEM Museum Magnet	10/1/2026	STO	16,172.23	BSC	None	BSC	Exception	BSC	None	BSC	None	BSC	None	BSC	None
29	South Broward High School	10/1/2026	South	424,627.97	BSC	None	BSC	None	BSC	Exception	BSC	Exception	BSC	None	BSC	None
30	Sunland Park Academy	10/1/2026	STO	12,719.54	BSC	None	BSC	None	BSC	None	BSC	None	BSC	None	BSC	Exception
31	The Quest Center	10/1/2026	Central	18,342.32	BSC	None	BSC	None	BSC	None	BSC	None	BSC	None	BSC	None
32	Tropical Elementary School	10/1/2026	Central	130,555.11	BSC	None	BSC	None	BSC	None	BSC	None	BSC	None	BSC	None
33	Western High School	10/1/2026	Central	626,482.77	Non-BSC	None	Non-BSC	None	Non-BSC	Exception	BSC	Exception	BSC	None	BSC	None
34	Whispering Pines Center	10/1/2026	Central	14,609.31	Non-BSC	None	Non-BSC	None	Non-BSC	None	Non-BSC	None	Non-BSC	None	Non-BSC	None
	Total Funds Complet			2,347,878.34												

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 $25.1M in June 2025 and $24M in June 2026. During fiscal year 2026, the combined total of inflows was approximately $74M, and the combined total of outflows was $75M.

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 2026 totaled $11.6M.

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.

General Information on Internal Funds (Continued)

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 6380 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, OCTOBER 1, 2026
9:34 A.M. - 12:45 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
MS. PHYLLIS SHAW (Teams)
MR. DON GILBERT
MR. ROBERT MAYERSOHN
MR. ANTHONY DE MEO, CPA
MS. MARIAH RABIDEAU
MR. CHRIS UPTON
MR. ANDREW MEDVIN, CPA
MR. LEW NAYLOR
MS. MURIEL THEOPHIN-ATILUS
MR. PETE TINGOM

OFFICE OF THE CHIEF AUDITOR STAFF:

MR. MARK MAGLI, Chief Auditor
MS. NAKIA GOULDBOURNE, Manager, Internal Funds
MS. RAYSA LUGO, Senior Auditor
MR. MERLIN BUTLER, Manager - Property & Inventory
MR. BRYAN ERHARD, System Support Specialist II
MS. OCTAVIA ALLEN HARDAWAY, Clerk Spec C

DISTRICT STAFF:

DR. HOWARD HEPBURN, Superintendent of Schools
MR. ALAN STRAUSS, South Regional Superintendent, Teaching & Learning
DR. VALERIE WANZA, Chief Strategy & Operations Officer
MS. SAEMONE HOLLINGSWORTH, Chief Student Services Officer
MS. DIANE EAGAN, Executive Director, Exceptional Student Education
MS. SUE ROCKELMAN, Executive Director, Talent Management
MS. JACKIE KORALEWICZ, Manager, Talent Acquisition
MR. OMAR SHIM, CFO, Accounting & Financial Reporting (Task Assigned)
DR. FABIAN CONE, Chief Academic Officer
MS. LEYDA SOTOLONGO, Curriculum Supervisor
MS. SONJA COLEY, Executive Director, Office of Capital Programs

INVITED GUESTS:

MR. MATTHEW BLONDELL, CPA, Risk Consulting Director, RSM US LLP
MR. WILLIAM "WEISS" CAMPBELL, Risk Consulting Director, RSM US LLP
MR. TIM BASS, Court Reporter, United Reporting

The following pages are excerpts of the draft minutes of the Audit Committee Meeting of October 1, 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 November 19, 2026.

Plains up to date before the end of the year so that one example doesn't happen, you know, where there's undeposited funds? You know, something from the finance department that says, hey, all the schools reconcile everything before the close of the year so that books and record are up to date. Is there any mandate like that?

MR. MAGLI: So there are. I don't know if that's policy based. Is that -- is that in the policy, the close dates?

MS. GOULDBOURNE: I think that's a procedure that they have. They have a closing date where they have to close their books and then over the summer they have to do that a before they report those numbers into Accounting & Financial Reporting. That's my understanding of the process. A reconciliation is just an accounting norm that they have to do to reconcile their books. But they do have a closing date. I think it's June -- oh, sorry. I think it's June 9th that they do it, with the last day of school, that's their closing date.

MR. DE MEO: Okay. So then that was just noncompliance with policy, that one case?

MS. GOULDBOURNE: I don't think it's a

policy, I just think it's part of their procedures that they give to the bookkeepers the closing dates.

MR. DE MEO: And, I don't know, Mr. Strauss probably knows this, what -- what are they, you know, eFunds or something, aren't we implementing eFunds?

MR. STRAUSS: eStore. eStore I think you're speaking about.

MR. DE MEO: eStore. Is that working or --

MR. STRAUSS: Oh, yeah. No, it works. I'm just looking at -- this one's not, obviously, under mine, but this is for yearbook sales it seems like, so -- which a lot of -- most of the majority of schools as we've seen before either do it through the eStore or through the vendor itself. In this case I don't know whether it was --

MR. DE MEO: Isn't it easier, too, for yearbook, they take it --

MR. STRAUSS: Oh, its much easier. It's definitely much easier. But what appears on this case is kind of what Nakia was saying was books got closed and then for whatever reason these dollars got deposited after the books were

closed, so it was more of a technicality. It definitely should have been done, especially looking at the date, there's no excuse. I mean, the school's not even in session at this time.

MR. DE MEO: It's not material, I just was curious. Thank you.

MS. FERTIG: Okay. Anything else?

MS. THEOPHIN-ATILUS: So just to piggyback, I know as SAC chair, budget does close, I think school ends in May, so it would close like early April, because they ask that we sign off on it, but at the same time I'm wondering, is there policy or can we form a policy where, for example, the past three years I've been trying to figure out the remaining balance for the non -- unused, I'm so sorry guys, the unused teacher class wallets funds. Where are they going? I can't see them. So it's situations like that that I think we do need to look into. Even with the yearbook funds, like what's going on that we can't --

MR. MAGLI: Yeah, these are different conditions, like I said before. I mean, these are related in a sense, but they're different issues at stake and they would all have to be

looked at individually. I know that there's ongoing stuff with class wallet that they're going -- I saw a PIVOT go out just yesterday, I believe. You know, they're always trying to do those things. But they're separate instances, they're separate occurrences, they're separate subject matters. So they would require a different look. They're not under internals for us to look at that.

MS. THEOPHIN-ATILUS: Is there a way that we can get like a detailed --

MR. MAGLI: Well, again, we're kind of working off our audit plan, we're working through all these schools that Ms. Lugo and her team and Ms. Gouldbourne and her team, us to get through for the requirement of what we have to get done relative to internals, we're working on the process. So we've got to work through that, but I'll take that under advisement. As I said, I'm always listening and I always want input about that. I have listened to just about everything here, even the ROCS program that popped out in the discussion today. I did an audit probably 15 years ago with Pat Riley relative to the ROCS program. So these things are all kind of

ongoing, they're all separate issues. And so relative to this discussion, I don't know that it's germane to this, but it is something that we can take back as an audit team and keep it under advisement. So we'll do that.

MS. THEOPHIN-ATILUS: Thank you.

MR. MAYERSOHN: Yeah, again, not necessarily about this report, but kind of piggybacking on it, I did speak to Mark, because I know at one point in time we were looking to look at how we could audit SAC funds, you know, and accountability. So the possibility of bringing SAC funds into internal accounts may be some sort of an idea. Because, again, they're basically -- SAC funds are basically trust funds. And this way it could be incorporated. So if they were to do an audit on a, you know, high-level turning around and looking, okay, here's an expenditure, you know, is there a motion that was transmitted at the SAC meeting; is there some sort of, you know, lineage for approval method? But I know that they're taking a look at it and seeing what the parameters are and working on it.

MR. MAGLI: Yeah, I mean, similar to the other concerns that were just heard, you know, we

MS. FERTIG: Oh, I'm sure.

MS. COLEY: That was not a comprehensive assessment; just to be clear.

MS. FERTIG: And just to be clear, I know there was -- well, I'm not going to replay the entire thing and the conversations with the board about pursuing that action on that particular assessment, but, I -- I am really alarmed that after 12 years of the SMART program and the really great audits that you have done for us, thank you so much, RSM, for everything you do, that we have not been pursuing the E&O and I just think it raises questions overall about the management of the program, but so have some of the other audits.

So if there are no other other comments, do you want to transmit this with any recommendations? What do you want to do?

MR. MAYERSOHN: Just a motion to transmit.

MS. THEOPHIN-ATILUS: Second.

MS. FERTIG: Okay. Mr. De Meo? You're getting ready to vote?

Okay. Motion to transmit and second. All in favor?

COMMITTEE MEMBERS: Aye.

are looking at a way for us to bring back some information relative to SAC. Nakia's going to be working on that shortly. She's finishing up a very important audit we hope to get to you soon. But the idea is that, you know, we have to kind of hit these things one at a time. It's not something that we would include in internal funds, but it's going to be done in association with the group that does the internal funds. That's a different think altogether. But we are looking at it. We're trying to see how we can make it most relevant and most beneficial and to provide the information that's seemingly what people have been concerned about, to confirm or deny that there's an issue, quite honestly. So we would be happy to come back and report that there were no conditions of concern. That's possible. So we're going to address that in the next few months and bring something back to you and let you know.

MS. FERTIG: Okay. Anybody else or do we have a motion to transmit?

MR. MAYERSOHN: Motion to transmit.

MS. RABIDEAUU: Wait. Wait.

MR. MAYERSOHN: Not a motion to transmit.

I'm withdrawing my motion.

MS. RABIDEAU: You can hold it for a moment. Okay. Thank you.

So I'd like to start with a reconciliation question. We, just numbers based, right, Appendix C says about 75 million came into the school internal funds this year and about 74 million went out, if -- the balance should have increased, right, but the total dropped from 25.1 million to 24 million and then the progress report shows 23.19 million. So I'm not suggesting anything is wrong, but if there could be like a one-page reconciliation to explain the difference in those numbers, I think that would help with our continued effort to build public trust. And then -- oh, go ahead.

MS. GOULDBOURNE: Please tell me the page that you are looking at.

MS. RABIDEAUU: Yeah, let me -- it is under Appendix C.

MS. GOULDBOURNE: So --

MS. RABIDEAUU: Just from the totals.

MS. GOULDBOURNE: Oh, I see. I see what you're saying. So there are some -- this is in millions so there might be some discrepancies but

we can -- we'll ask them to do that. We'll ask the Business Support Center to give that to us.

MS. RABIDEAUU: Just a little reconciliation. Thank you.

And then really quick, separately on page 44 where we have the Lake Forest Elementary, the transfers out exceeded transfers. We have that at like over 2,000. But why didn't that net zero? Did I miss that somewhere? It seems like it was an unbalanced transfer that wasn't flagged. Maybe there's a reason.

MS. GOULDBOURNE: So Mr. Smith is not here so I can't speak to exactly what it might have been, but I can follow up.

MS. RABIDEAU: Okay. Thank you.

MR. MAYERSOHN: Are you done now?

MS. RABIDEAU: Yes, I'm done now.

MR. MAYERSOHN: Okay.

MS. RABIDEAU: Thank you.

MR. MAYERSOHN: Now, I go back to my motion to transmit.

MR. MEDVIN: Second.

MS. FERTIG: Okay. It's been moved and seconded that we transmit the Audit of Internal Funds of Selected Schools. All in favor?

COMMITTEE MEMBERS: Aye.

MS. FERTIG: Opposed?

(No response.)

MS. FERTIG: Okay. Motion carries. And we are now down to Number 11, Property & Inventory Audit of Selected Locations. Unless you want -- unless we want to give Mr. Shim an opportunity to speak because I know he's been here for a long time on the Ending Fund Balance. Are you all okay if we move that up and then he can --

MR. NAYLOR: Yeah.

MS. FERTIG: Okay. Great. Is that okay?

MR. MAGLI: Yeah.

MS. FERTIG: Okay. All right. You're on.

MR. SHIM: Hello and good morning. Omar Shim, task-assigned Chief Financial Officer.

Can you hear me okay?

MS. FERTIG: Yep.

MR. SHIM: Okay. So this year we adopted the budget on September 9th, and, generally speaking, the total budget with all funds is about $4.7 million. General fund is 3.5 and capital is about a billion dollars. And other funds make up the rest. So for the general fund, essentially, charter schools and FES is about 945 of the 3.4.

Status: ORIGINAL

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

2026-11-10	Regular School Board Meeting
CATEGORY:	D. Chief Auditor
DEPARTMENT:	Auditing

Agenda Item Number:	D-2.
Consent Item:	Consent
Special Order:	NO
Time for Special Order:	

TITLE:

Internal Audit Report - Property and Inventory Audit of Selected Locations 2026-2027

REQUESTED ACTION:

Receive the Internal Audit Report - Property and Inventory Audit of Selected Locations 2026-2027. District-wide

RATIONALE:

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

EXHIBITS:

Executive Summary
P&I Audit Report
Meeting Excerpts 100126

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 FY27 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 Oct 26, 2026

Electronic Signature

Form $4189 Revised 9/26

HH/JJS

Approved in Open Board Meeting On: November 10, 2026

By: _____

School Board Chair

For more information, please contact:

Name: Mark Magli
Title: Chief Auditor
Phone: 754-321-2400

EXECUTIVE SUMMARY

Property and Inventory Control Audits of Selected Locations

Board Meeting Date: November 10, 2026

Requested Action:
Receive the Internal Audit Report – Property and Inventory Audits of Selected Locations

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	• Policy 1700 Office of the Chief Auditor & Policy 3204 Property Accountability and Responsibility
Statutory Requirement	• Chapter 274 and Section 1010.01(5), Florida Statutes.
If the School Board votes "Yes"	• The School Board will acknowledge receipt of the audit report as required by Florida statute.
If the School Board votes "No"	• The Board would not formally receive the audit report, which could result in noncompliance with statutory oversight requirements.
Alignment to the 2027 Strategic Goals and Guardrails	• Guardrail 4: Accountability
Measurable Outcome(s)/Return on Investment	• Strengthening of asset safeguarding, measured by fewer unaccounted-for items, more accurate inventory records, and verified corrective actions completed by agreed deadlines.

Background/History
The Office of the Chief Auditor performed Property and Inventory Control Audits of Selected Locations, pursuant to Chapter 274, Florida Statutes; Chapter 69I-73, Florida Administrative Code; and Business Practice Bulletin O-100.

The Audit Committee reviewed and approved the transmittal of this report during the committee's meeting on October 1, 2026.

Summary/Explanation:
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. Ten (10) of the eleven (11) locations had property items that were unaccounted for. At seven (7) of the locations audited, exceptions were identified relating to unaccounted equipment and material internal control deficiencies. For all eleven (11) locations audited, 7,904 property items were sampled, with a combined historical purchase value of $11,304,438.24. Three hundred thirty-two (332) of these items were unaccounted for, representing a combined historical value of $614,403.23 and with a current net book value of $40,319.70.

Findings/Observations:

School	Exception	Historical Value
0211 Stranahan High	One hundred seventy-two (172) unaccounted-for tangible personal property items were identified, reflecting deficiencies in asset safeguarding controls and inadequate submission of supporting documentation.	$386,245.22
0241 McArthur High	Eighteen (18) unaccounted-for tangible personal property items were identified, reflecting deficiencies in asset safeguarding and accountability controls.	$11,364.77
0481 McNicol Middle	Twelve (12) unaccounted-for tangible personal property items were identified, reflecting deficiencies in asset safeguarding and accountability controls.	$13,074.18
2971 Silver Lakes Middle	Thirteen (13) unaccounted-for tangible personal property items were identified, reflecting deficiencies in asset safeguarding controls and inadequate submission of supporting documentation.	$9,721.96
3151 Tequesta Trace Middle	Ten (10) unaccounted-for tangible personal property items were identified, reflecting deficiencies in asset safeguarding controls and inadequate submission of supporting documentation.	$11,937.80
3541 Monarch High	Thirty (30) unaccounted-for tangible personal property items were identified, reflecting deficiencies in asset safeguarding controls and inadequate submission of supporting documentation.	$33,418.22
6501 H.D. Perry Education Center	Sixty-six (66) unaccounted-for tangible personal property items were identified, reflecting deficiencies in asset safeguarding controls and inadequate submission of supporting documentation.	$139,994.92

Agreement Terms and Financial Impact

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 is included in the adopted FY27 budget.

Additional Backup:
Property and Inventory Audit Report
Meeting Minutes Excerpts 10-01-26

INTERNAL AUDIT REPORT

Property and Inventory Audit of Selected Locations
2026 - 2027

Established 1915
BROWARD
County Public Schools

To be presented to the:

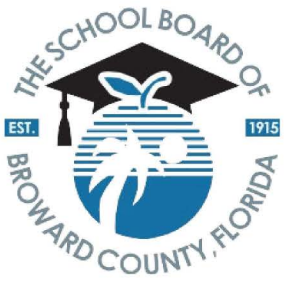
Audit Committee on
October 1, 2026

and

The School Board of Broward County, Florida on
November 10, 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

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The School Board of Broward County, Florida

Sarah Leonardi, Chair
Dr. Jeff Holness, Vice Chair

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Nora Rupert
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Dr. Allen Zeman

Dr. Howard Hepburn
Superintendent of Schools

September 23, 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 and is responsible for implementing corrective actions and complying 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 four (4) locations audited complied with prescribed laws, codes, policies, and procedures. At seven (7) 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

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SECTION III: Property and Inventory Audits with Exceptions- Administrative Responses

Locations with Exceptions (Management responses included)

0211 Stranahan High 6-17
0241 McArthur High 18-22
0481 McNicol Middle 23-28
2971 Silver Lakes Middle 29-34
3151 Tequesta Trace Middle 35-40
3541 Monarch High 41-50
6501 Henry D. Perry Education Center 51-58

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. Ten (10) of the eleven (11) locations had property items that were unaccounted for. At seven (7) of the locations audited, exceptions were identified relating to unaccounted equipment and material internal control deficiencies. For the eleven (11) locations audited, 7,904 property items were sampled, with a combined historical purchase value of $11,304,438.24. Three hundred thirty-two (332) of these items were unaccounted for, representing a combined historical value of $614,403.23 and with a current net book value of $40,319.70.

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 received 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	0211 Stranahan High	1,088	$2,320,633.60	172	$386,245.22	$24,631.84	Exception	6-17
School	0241 McArthur High	1,549	$1,706,621.05	18	$11,364.77	$665.64	Exception	18-22
School	0481 McNicol Middle	917	$1,023,849.98	12	$13,074.18	$1,135.80	Exception	23-28
School	1391 Lauderhill 6-12	366	$593,899.21	0	$0.00	$0.00	No Exception	
School	1631 Annabel C. Perry Pre K-8	280	$281,575.28	3	$2,566.91	$249.93	No Exception	
School	1891 Seminole Middle	558	$610,111.17	6	$2,633.17	$270.27	No Exception	
School	2971 Silver Lakes Middle	290	$388,856.57	13	$9,721.96	$810.74	Exception	29-34
School	3151 Tequesta Trace Middle	437	$603,201.58	10	$11,937.80	$1,410.02	Exception	35-40
School	3541 Monarch High	1,274	$1,875,486.57	30	$33,418.22	$2,859.82	Exception	41-50
Subtotal		6,759	$9,404,235.01	264	$470,962.23	$32,034.06	**3 No Exceptions 6 Exceptions**	

Area	Name	Sample Total	Historical Cost	Items Unaccounted For (IUF)	Historical Cost (IUF)	Net Book Value	No Exception/ Exception	Page No.
School	3871 Westglades Middle	565	$698,589.05	2	$3,446.08	$878.72	No Exception	
Center	6501 H.D. Perry Education Center	580	$1,201,614.18	66	$139,994.92	$7,406.92	Exception	51-58
Subtotal		1,145	$1,900,203.23	68	$143,441.00	$8,285.64	**1 No Exception 1 Exception**	
Subtotal (Pg 3)		6,759	$9,404,235.01	264	$470,962.23	$32,034.06	**3 No Exceptions 6 Exceptions**	
Total		7,904	$11,304,438.24	332	$614,403.23	$40,319.70	**4 No Exceptions 7 Exceptions**	

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

1391 Lauderhill 6-12

1631 Annabel C. Perry Pre K-8

1891 Seminole Middle

3871 Westglades Middle

SECTION III:

Property and Inventory Audits with Exceptions

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Office of the Chief Auditor
Property & Inventory Department
2026-2027
Stranahan High (0211)

Unaccounted For Tangible Personal Property

Non-Smart Assets					
#	Inventory Number	Description	Serial Number	Unit Cost	Net Book Value
1	01-23373	COMPUTER, DELL GX 1/M	6M5QL01	$1,319.00	$0.00
2	03-20907	PRINTER, LEXMARK T520N	9910C3X	$1,208.00	$0.00
3	05-37869	PRINTER, LEXMARK T630N BLACK/WHITE LASER	99223N9	$1,208.00	$0.00
4	05-44332	STRIPPER, FLOOR WINDSOR LIGHTING 30"	041230300	$6,375.47	$0.00
5	05LA01911	APPLE-REFRESH LAPTOP	4H531FN5SEB	$1,395.62	$0.00
6	06-02670	DELL,DESKTOP, P4 TOWER W/19"	G390Z71	$1,288.00	$0.00
7	06-04299	PRINTER, LEXMARK T640N B/W LASER	7900HTC	$1,198.00	$0.00
8	06-82702	WRESTLING MATS	96750007	$9,998.57	$0.00
9	06-83650	POST, HUNTER DSP600 ALIGNMENT	FQ6113	$11,130.00	$0.00
10	07-01227	DELL,DESKTOP, PENTIUM 4 W/17"FLAT PANEL	3XZWK91	$1,098.00	$0.00
11	08-03360	DELL DESKTOP 745 W/17" FLAT PANEL/CD-RW/DVD	8Q7QHD1	$1,006.00	$0.00
12	08-06601	DVD CD SUPER COPY	00369001967	$1,939.00	$0.00
13	08-09787	DELL OPTIPLEX 745 DT, CORE E4300	99RJZD1	$1,068.00	$0.00
14	08-81116	MEINL WESTON TUBA W/CASE	8422	$7,091.00	$0.00
15	08-81117	MEINL WESTON EUPHONIUM	063549	$5,246.50	$0.00
16	08-81118	MEINL WESTON EUPHONIUM	070295	$5,246.50	$0.00
17	08-81540	CONN FRENCH HORN	647104	$3,839.00	$0.00
18	09-04434	DELL OPTIPLEX 755 W/17" FLAT PANEL CD/RW	8HKWCH1	$1,042.00	$0.00
19	09-06375	X-CHANGER, SNAP ON MFXHD35 FLUID	S032856	$5,401.20	$0.00
20	09-07246	LIFT, AMMEO VEHICLE SCISSOR	M65/10313	$2,744.00	$0.00
21	13-00102	DELL LATITUDE E6420 (225-0367)	FPW7DS1	$1,153.13	$0.00
22	13-01825	METRON 71 CHG TABLE - ITEM 081557644	1111612005	$2,399.00	$0.00
23	15-05337	ALTO SAX	L86928	$1,101.60	$0.00
24	15-05350	TENOR SAX TRAINING	E05993	$1,389.96	$0.00
25	15-05351	OBOE TRAINING	52024	$1,436.40	$0.00
26	15-05353	TROMBONE W F ATTACH PERFORMING	387817	$1,838.62	$0.00
27	15-05359	BASS CLARINET TRAINING	30340	$1,872.72	$0.00
28	15-05361	EUPHONIUM 4 VALVUE PERFORMING	381678	$2,048.38	$0.00
29	15-05364	ALTO SAX PERFORMING	E09630	$2,439.72	$0.00
30	15-05368	FRENCH HORN DOUBLE PERFORMING	378862	$3,065.44	$0.00
31	15-05371	SOUSAPHONE SP	386239	$5,000.66	$0.00
32	15-05372	SOUSAPHONE SP	388873	$5,000.66	$0.00
33	15-05373	SOUSAPHONE SP	388884	$5,000.66	$0.00
34	15-05374	SOUSAPHONE SP	388887	$5,000.66	$0.00

Non-Smart Assets					
#	Inventory Number	Description	Serial Number	Unit Cost	Net Book Value
35	15-05375	MARCHING FRENCH HORN	371790	$1,557.60	$0.00
36	15-05376	MARCHING FRENCH HORN	371762	$1,557.60	$0.00
37	15-05377	MARCHING FRENCH HORN	371766	$1,557.60	$0.00
38	15-05378	TUBA FULL SIZE 4 VALVE	508962	$5,487.48	$0.00
39	15-05379	TUBA FULL SIZE 4 VALVE ROTARY	21149	$6,999.00	$0.00
40	15-05380	TUBA FULL SIZE 4 VALVE ROTARY	21150	$6,999.00	$0.00
41	15-05381	BARITONE SAXOPHONE PERFORMING	39264	$7,265.16	$0.00
42	15-05385	MARCHING BARITONE	392918	$2,656.80	$0.00
43	15-05386	MARCHING BARITONE	385819	$2,656.80	$0.00
44	15-05387	OBOE PERFORMING	32300	$3,600.00	$0.00
45	15-05525	BASS CLARINET PERFORMING	04197	$7,504.92	$0.00
46	16-00272	EUPHONIUM 3 VALVE SILVER	511774	$1,900.80	$0.00
47	17-02278	CO 2 LASER	17462	$7,995.00	$0.00
48	17-03275	SPECTRA IV SE 36X OPTICAL FULL KIT	AEF-QWS3	$3,675.83	$551.38
49	18-03259	WRESTLING MAT	OMISSION	$9,345.00	$2,102.62
50	18-03728	4X 3MP, PENDANT MUTLISENSOR CAMERA, 2--8	111712879091	$1,926.25	$0.00
51	19-00025	EPSO-V11H741522 BRIGHTLINK 685WI	OMISSION	$1,357.45	$0.00
52	19-03872	RADIO, MOTOROLA XPR 3300E UHF	446TVBG497	$337.50	$16.07
53	20-00355	WAZER STANDUP	OMISSION	$8,977.00	$961.82
54	20-00877	325-05050B TRAINING MANNEQUIN NURSING	OMISSION	$14,051.54	$5,620.62
55	20-01609	SONY ALPHA A7S2 CAMERA	OMISSION	$4,161.46	$693.57
56	20-01611	SIGMA 1.4 DC LENS	OMISSION	$1,117.00	$186.17
57	20-01612	SONY 70-200MM LENS/FILTER	OMISSION	$2,389.00	$398.17
58	20-04286	LENOVO 100E (1A CELERON NON-TOUCH)	P207N78K	$207.50	$0.00
59	21-14658	LENOVO THINKPAD L13 I3 (1D I3 TOUCH)	R90YP2XY	$463.50	$0.00
60	21-14670	LENOVO THINKPAD L13 I3 (1D I3 TOUCH)	R90YP0HD	$463.50	$0.00
61	21-14680	LENOVO THINKPAD L13 I3 (1D I3 TOUCH)	R90YNYHL	$463.50	$0.00
62	21-14703	LENOVO THINKPAD L13 I3 (1D I3 TOUCH)	R90YP2WB	$463.50	$0.00
63	21-14709	LENOVO THINKPAD L13 I3 (1D I3 TOUCH)	R90YP1DN	$463.50	$0.00
64	21-14741	LENOVO THINKPAD L13 I3 (1D I3 TOUCH)	R90YP0MP	$463.50	$0.00
65	21-14812	LENOVO THINKPAD L13 I3 (1D I3 TOUCH)	R90YP0GJ	$463.50	$0.00
66	21-39505	COLLABORATION KIT, POLYCOM STUDIO	8G2037575C50F9	$865.71	$0.00
67	21-39774	COLLABORATION KIT, POLYCOM STUDIO	8G20385771E4F9	$865.71	$0.00
68	21-48945	LENOVO 300E 2ND GEN (AMD) TOUCH	R910WFKH	$264.50	$13.23
69	21-48956	LENOVO 300E 2ND GEN (AMD) TOUCH	R910WFMT	$264.50	$13.23
70	21-48980	LENOVO 300E 2ND GEN (AMD) TOUCH	R910WFR5	$264.50	$13.23
71	21-49100	LENOVO 300E 2ND GEN (AMD) TOUCH	R910WFNA	$264.50	$13.23
72	21-49138	LENOVO 300E 2ND GEN (AMD) TOUCH	R910WFNZ	$264.50	$13.23
73	22-45569	LAPTOP, DELL LATITUDE 3420	8G1NRG3	$590.50	$127.94
74	22-45585	LAPTOP, DELL LATITUDE 3420	221NRG3	$590.50	$127.94
75	23-01038	1371044 - GE MAC 1200 INTERPRETER	OMISSION	$1,500.00	$1,025.00
76	24-17277	PROMETHEAN ACTIVEPANEL 75" PREM BNDL	9B75EP103TB02A0008	$3,665.00	$2,575.94
77	25-08893	JUGS FOOTBALL PASSING MACHINE	NONE	$6,105.00	$5,799.75

Non-Smart Assets					
#	Inventory Number	Description	Serial Number	Unit Cost	Net Book Value
78	78-19048	MAT, WRESTLING (0211)	02110067	$4,995.00	$0.00
79	85-26853	OVEN, CONVECTION BLODGETT (0211)	0784G5021101	$2,323.00	$0.00
80	87-26795	SAXOPHONE SELMER BARITONE 156	946117	$1,109.00	$0.00
81	89-22502	PIANO KORG SCX 1D	003546	$1,995.00	$0.00
82	90-10816	PIANO,GRAND GABLE MODEL"D"W/ADJ BENC	166016	$3,721.00	$0.00
83	91-14248	MANIKIN CHRIS CLEAN AA6001 W/RECORDER	03360017	$1,334.50	$0.00
84	92-20435	SCOREBOARD CONTROL 1010 GREEN CARRY CASE	1007	$5,479.03	$0.00
85	93-12695	MAT, WRESTLING RESILITE RSP-5000	02110031	$8,500.00	$0.00
86	94-12863	HORN FRENCH HOLTON H379	640034	$1,239.00	$0.00
87	94-12864	SAXOPHONE TENOR YAMAHA YTS-62	030033	$1,640.00	$0.00
88	94-12868	SOUSAPHONE YAMAHA YSH411	100340	$3,199.00	$0.00
89	94-12870	SOUSAPHONE YAMAHA YSH411	100228	$3,199.00	$0.00
90	94-22216	TUBA YAMAHA 4BB321	101994	$2,299.00	$0.00
91	94-24274	MARIMBA MUSSER M300 FOUR OCTAVES W/COVER	AV1300	$2,565.00	$0.00
92	94-24275	XYLOPHONE MUSSER CONCERT 3 1/2 OCTAVES	BJ3977	$1,280.00	$0.00
93	95-46464	READER BAR CODE W/CCD SCANNER	SL079067	$1,165.00	$0.00
94	96-24116	PIANO,GRAND5'8"YAMAHA W/ADJUST BENCH	5489964	$9,950.00	$0.00
95	96-47403	WORKSTATION KEYBOARD KORG X-3	609204	$1,209.00	$0.00
96	97-47260	SOUSAPHONE BBB	595844	$3,629.21	$0.00
97	97-90229	MACHINE, CHIN DIP CYBEX GALILEO	5595491P003949	$2,396.00	$0.00
98	99-05190	TESTER, PITSCO STRUCTURE	02392	$1,295.00	$0.00
99	99-07898	SEEKER 2 D, 54532	175S	$2,495.00	$0.00
100	99-22096	PACKAGE, MACHING CENTER DAVINCI 10"X12"	3998	$11,540.00	$0.00
101	R04-85641	COMPUTER, QUICK SILVER MAC G4	XB2100A1M8G	$2,998.85	$0.00
102	R14-80647	WELDER, MILLER MILLERMATIC 251	LH080650B	$2,459.00	$514.30
103	R94-10654	TUBA YAMAHA YBB321	101176	$2,299.00	$0.00
104	R94-13080	HORN HOLTON H379 FRENCH	640176	$1,239.00	$0.00
105	R95-22344	SYSTEM, WENGER INSTRUMENT CONDUTOR	02110066	$1,043.00	$0.00
106	R96-30082	WELDER SNAP-ON	95134678	$1,399.95	$0.00
107	R97-37015	SOUSAPHONE	595781	$3,629.21	$0.00
			Total (Non-Smart Assets)	**$327,246.93**	**$20,767.44**

Smart Assets					
#	Inventory Number	Description	Serial Number	Unit Cost	Net Book Value
1	S17000785	SONY KDL50W800C 50-INCH CLASS 3D LED TV	5019702	$1,426.00	$0.00
2	S17000939	LENOVO YOGA 260 (I3 PROCESSOR) LAPTOP	MP131WT2	$899.00	$0.00
3	S17004192	LENOVO 11E YOGA (TOUCH) LAPTOP	LR068P22	$264.00	$0.00
4	S17004234	LENOVO 11E YOGA (TOUCH) LAPTOP	LR068P7W	$264.00	$0.00
5	S17004279	LENOVO 11E YOGA (TOUCH) LAPTOP	LR068P29	$264.00	$0.00
6	S17004343	LENOVO 11E YOGA (TOUCH) LAPTOP	LR068XTN	$264.00	$0.00
7	S17004408	LENOVO 11E YOGA (TOUCH) LAPTOP	LR068P25	$264.00	$0.00
8	S17004416	LENOVO 11E YOGA (TOUCH) LAPTOP	LR068NT7	$264.00	$0.00

Smart Assets					
#	Inventory Number	Description	Serial Number	Unit Cost	Net Book Value
9	S17004433	LENOVO 11E YOGA (TOUCH) LAPTOP	LR068PK5	$264.00	$0.00
10	S17004441	LENOVO 11E YOGA (TOUCH) LAPTOP	LR068X0N	$264.00	$0.00
11	S17004444	LENOVO 11E YOGA (TOUCH) LAPTOP	LR068X7B	$264.00	$0.00
12	S17004466	LENOVO 11E YOGA (TOUCH) LAPTOP	LR068P0L	$264.00	$0.00
13	S17004486	LENOVO 11E YOGA (TOUCH) LAPTOP	LR068X9L	$264.00	$0.00
14	S17004496	LENOVO 11E YOGA (TOUCH) LAPTOP	LR068X8V	$264.00	$0.00
15	S17004507	LENOVO 11E YOGA (TOUCH) LAPTOP	LR068XTZ	$264.00	$0.00
16	S17004508	LENOVO 11E YOGA (TOUCH) LAPTOP	LR068P9W	$264.00	$0.00
17	S17004524	LENOVO 11E YOGA (TOUCH) LAPTOP	LR068XFU	$264.00	$0.00
18	S17004530	LENOVO 11E YOGA (TOUCH) LAPTOP	LR068NPA	$264.00	$0.00
19	S17004535	LENOVO 11E YOGA (TOUCH) LAPTOP	LR068X77	$264.00	$0.00
20	S17004542	LENOVO 11E YOGA (TOUCH) LAPTOP	LR068PVU	$264.00	$0.00
21	S17004592	LENOVO 11E YOGA (TOUCH) LAPTOP	LR068X89	$264.00	$0.00
22	S17004655	LENOVO 11E YOGA (TOUCH) LAPTOP	LR068PCZ	$264.00	$0.00
23	S17004657	LENOVO 11E YOGA (TOUCH) LAPTOP	LR068XBK	$264.00	$0.00
24	S17004679	LENOVO 11E YOGA (TOUCH) LAPTOP	LR068PKV	$264.00	$0.00
25	S17004689	LENOVO 11E YOGA (TOUCH) LAPTOP	LR068WXZ	$264.00	$0.00
26	S17004694	LENOVO 11E YOGA (TOUCH) LAPTOP	LR068Q54	$264.00	$0.00
27	S17004726	LENOVO 11E YOGA (TOUCH) LAPTOP	LR068PKT	$264.00	$0.00
28	S17004745	LENOVO 11E YOGA (TOUCH) LAPTOP	LR068XG8	$264.00	$0.00
29	S17010674	AP230, INDOOR PLENUM RATED	2301605180606	$566.17	$0.00
30	S17010675	AP230, INDOOR PLENUM RATED	2301605180010	$566.17	$0.00
31	S17010676	AP230, INDOOR PLENUM RATED	2301605180174	$566.17	$0.00
32	S18-05138	LENOVO N23 LAPTOP + 3 YEAR WARRANTY	YD02HNPX	$232.50	$0.00
33	S18-05141	LENOVO N23 LAPTOP + 3 YEAR WARRANTY	YD02JGVY	$232.50	$0.00
34	S18-05146	LENOVO N23 LAPTOP + 3 YEAR WARRANTY	YD02HNR0	$232.50	$0.00
35	S18-05147	LENOVO N23 LAPTOP + 3 YEAR WARRANTY	YD02HNQ3	$232.50	$0.00
36	S18-05262	SBP0F56W-DRUM SET 5 PIECE W. HARDWARE	SBP0F56W	$760.00	$0.00
37	S18-05263	PCH-MQLD-CASE, MARCHING TOM	NONE	$140.16	$0.00
38	S18-05267	YAS200AD-ALTO SAXOPHPONE	M86184	$955.80	$0.00
39	S18-05272	YCL200AD-CLARINET	M86006	$444.15	$0.00
40	S18-05282	YPC32-PICCOLO	144042	$658.83	$0.00
41	S18-05284	YPC32-PICCOLO	144046	$658.83	$0.00
42	S18-05289	YFL200AD-FLUTE	K91798	$424.35	$0.00
43	S18-09992	MQT60234FWC-MARCHING QUINTS W/CASE	UHMP0502	$1,303.68	$0.00
44	S18-09993	2350WSP-SOUSAPHONE	498376	$5,256.47	$0.00
45	S18-09994	2350WSP-SOUSAPHONE	498378	$5,256.47	$0.00
46	S18-09995	2350WSP-SOUSAPHONE	498389	$5,256.47	$0.00
47	S18-09996	2350WSP-SOUSAPHONE	498367	$5,256.47	$0.00
48	S18-10007	SB20SP-MARCHING MELLOPHONE	488842	$1,218.74	$0.00
49	S18-10008	RMFCQ-CARRIER, MARCHING TOM	NONE	$155.52	$0.00
50	S18-10013	YTR200AD-TRUMPET	008026	$554.85	$0.00
51	S18-10016	YTR200AD-TRUMPET	008597	$554.85	$0.00

Smart Assets					
#	Inventory Number	Description	Serial Number	Unit Cost	Net Book Value
52	S18-10019	YTR200AD-TRUMPET	009103	$554.85	$0.00
53	S18-10020	YTR200AD-TRUMPET	009282	$554.85	$0.00
54	S18-10023	YTR200AD-TRUMPET	009370	$554.85	$0.00
55	S18-11530	CR5BT-STUDIO MONITORS W.CABLES	DBJN0010	$209.00	$0.00
56	S18-11620	1 1/4-IN X 2' X 2' OCEAN BLUE DROP ZONE FO	NONE	$2,309.97	$481.24
57	S18-11621	3/8-IN X 4' X 4' RUBBER BLACK WITH BLUE IN	NONE	$8,760.00	$1,825.00
58	S18-16109	LENOVO N23 LAPTOP + 3 YEAR WARRANTY	YD03U9YX	$242.50	$0.00
59	S18-18825	RECTANGULAR REC DESK 24X27	NONE	$1,161.50	$721.10
60	S20-09560	SURROUND SOUND SPEAKER	NONE	$174.43	$0.00
61	S21-02075	TABLET	1XFRGW173	$2,113.02	$70.43
62	S22-01944	CORDED TRACK SAW	NONE	$517.65	$215.69
63	S22-02527	113008846 CANON 2727C002	38630-472076046953	$449.00	$197.78
64	S22-03351	PATIENT MONITORS	NONE	$361.76	$176.58
65	S22-03352	PATIENT MONITORS	NONE	$361.76	$176.58
			Total (Smart Assets)	**$58,998.29**	**$3,864.40**

Summary			
Category	Count	Unit Cost Total	Net Book Value Total
NON-SMART ASSETS	107	$327,246.93	$20,767.44
SMART ASSETS	65	$58,998.29	$3,864.40
Total	**172**	**$386,245.22**	**$24,631.84**

Location:	**Stranahan High (0211)**
Custodian:	**Nichola Stephenson Gayle, Principal**
Address:	**1800 SW 5th Place, Fort Lauderdale, FL 33312**

Total Number of Items in Sample: 1,088
Total Dollar Cost of Items in Sample: $2,320,633.60
Total Number of Items Unaccounted for: 172
Total Dollar Cost of Items Unaccounted for: $386,245.22
Total Net book Value of Items Unaccounted for: $24,631.84

As a result of the property and inventory audit conducted at Stranahan High, 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 Stranahan High, one hundred seventy-two (172) items were unaccounted for. The location indicated that forty (40) of the unaccounted assets were laptops distributed during the COVID-19 period. However, no supporting documentation was provided to substantiate this claim. These assets remain unaccounted for.

The location also indicated that seventy (70) of the unaccounted items were removed from the school due to flooding and mold on April 12, 2023. However, a review of the flood pickup letter and supporting Surplus Form (Form 3290A) found that the seventy (70) items were not listed as having been removed from the school. Therefore, these items remain unaccounted for.

Additionally, the location indicated that three (3) of the unaccounted assets had been identified as missing in 2023. However, no supporting documentation was provided to substantiate this claim, nor was documentation provided to demonstrate that the asset records had been submitted to Accounting and Financial Reporting - Capital Assets for reconciliation and appropriate record updates. Therefore, these assets remain unaccounted for.

(Stranahan High continued)

The location further indicated that one (1) of the unaccounted assets was surplused during the summer of 2022 but was not properly documented on Form 3290A. Failure to complete the required District Form 3290A results in insufficient documentation to substantiate the asset's final disposition. This asset remains unaccounted for.

Finally, the location stated that fifty-eight (58) of the unaccounted assets were due to the age of the assets. The age of an asset does not negate the requirement for proper accountability. Therefore, these assets remain unaccounted for.

The lack of adequate documentation, effective controls over the safeguarding of equipment, and accountability of tangible personal property increases the risk of assets becoming lost, stolen, or reported inaccurately.

BPB O-100 Section H 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.***"**

Receiving Tangible Personal Property Online

During the review of the school's inventory records, four hundred twenty (420) property records were identified as having discrepancies due to missing manufacturer serial numbers. The asset serial numbers were listed as "NONE"[1] or "OMISSION."[2] These discrepancies should have been identified and corrected by the school during its inventory reconciliation processes.

Supporting invoices were required to properly identify the assets and correct the property records. Based on the invoices provided, the Office of the Chief Auditor (OCA) was able to identify, verify, and request corrections for four hundred two (402) of the four hundred twenty (420) property records. However, the property custodian did not provide the required invoices for the remaining eighteen (18) assets. As a result, these assets could not be positively identified or located by the school and remain unaccounted for in the one hundred seventy-two (172) total unaccounted-for assets identified during the audit.

[1] "NONE" is what is entered in SAP during on-line receiving in the event that an item does not physically possess a manufacturer's serial number. Documentation should be maintained for future reconciliation and application of a District assigned serial number for tracking.
[2] "OMISSION" is populated in SAP when the receiving requirements are not followed, and the serial number field is left blank during on-line receiving.

The failure to accurately record the manufacturer serial number during the online receiving process increases the risk that the asset cannot be accurately identified or properly tracked, reducing accountability and increasing the risk of loss or theft.

BPB O-100 Section A 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. When receiving items online that do not have a manufacturer assigned serial number, the word "NONE" should be utilized. The Accounting & Financial Reporting Department -Capital Assets assigns a District assigned serial number (for items without manufacturer's serial number) when the site's inventory coordinator emails the PNI report for items with serial number "NONE" to the Accounting & Financial Reporting Department -Capital Assets Department."*

Conducting Semi-Annual Inventories

A review of the location's semi-annual inventory forms submitted through BCPS Central[3] revealed that both required semi-annual inventories were completed and submitted. However, as noted, one hundred seventy-two (172) property items were not located during the audit.

The inability to locate these assets, despite completion of the required semi-annual inventories, indicated that inventory reconciliation procedures were either not performed effectively or that identified discrepancies were not adequately investigated and resolved. 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 deficiencies 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.

[3] BCPS Central is maintained by Application Services Division of the Information Technology Department.

(Stranahan High continued)

- 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-annual inventories conducted in accordance with District policies and procedures for property control, as prescribed in BPB O-100.
- Submit all reconciled asset records to Accounting and Financial Reporting - Capital Assets for processing upon completion of the reconciliation of asset records.
- 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.

Stranahan High School
Nichola Stephenson Gayle, Principal
1800 S.W. 5th Place
Fort Lauderdale, FL 33312
phone: 754-323-2100 • fax: 754-323-2196
Nichola.Stephenson@browardschools.com
www.browardschools.com/stranahan

BROWARD COUNTY PUBLIC SCHOOLS
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The School Board of Broward County, Florida

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Dr. Allen Zeman

Dr. Howard Hepburn
Superintendent of Schools

July 27, 2026

To: **Merlin Butler, Manager, Property & Inventory Control**
Office of the Chief Auditor

From: **Nichola Stephenson Gayle, Principal** NSG
Stranahan High School

Via: **Ted Toomer, Ed.D., Central Regional Superintendent**
Office of the Central Regional Superintendent

Subject: **Property Audit Response for 0211 Stranahan High School**

This response is submitted on behalf of Stranahan High School regarding the Property and Inventory Control Audit conducted from January 27 to February 11, 2026. The audit reviewed a sample of property records to assess compliance with established criteria and to identify any instances of noncompliance, significant deficiencies, or material weaknesses in internal controls.

The audit identified 172 unaccounted-for items and 411 discrepancies. Stranahan High School has reviewed the findings and supporting documentation. On January 12, 2026, and March 18, 2026, lists of COVID-era laptops that should have been removed from Stranahan's Property and Inventory records were submitted for review. On April 9, 2026, Stranahan's then-Microtech, Joseph Dosstter, submitted documentation to Capital Assets, including a letter supporting removal and an Excel file identifying the items to be removed. During the January 2026 audit, the auditor, Keith, stated that Ashley Acevedo, the auditor who conducted Stranahan's January 2023 5K audit, had not submitted the final paperwork to Capital Assets. Additionally, following the April 12, 2023, flood event, Stranahan was directed by PPO Director Sam Bays to remain out of impacted areas. West Construction was contracted as the outside vendor to clean affected areas and remove damaged items. Attached is a detailed list from West Construction identifying items disposed of as part of that process. Upon review of the unaccounted-for items, Stranahan has identified findings with which the school agrees and disagrees, as outlined in the table below.

Audit Finding	Response	Corrective Action Plan	Target Date
40 COVID-era laptops that should have been removed during the January 2023 5K audit	Disagree	Work with Capital Assets to review documentation and rectify the identified discrepancy items.	8/30/2026
70 unaccounted-for items, including band equipment, instruments, and other equipment impacted by excessive water intrusion and disposed of following the April 12, 2023 flood	Disagree	Work with Capital Assets to review supporting documentation and rectify the identified discrepancy items.	8/30/2026
3 items previously identified during the January 2023 5K audit	Disagree	Work with Capital Assets to verify prior audit documentation and rectify the identified discrepancy items.	8/30/2026
1 item surplused in summer 2022 and reported during the January 2023 5K audit; final paperwork was not submitted by the Microtech	Disagree	Work with Capital Assets to confirm surplus documentation and rectify the identified discrepancy item.	8/30/2026
58 items unaccounted for between 1984 and 2024	Acknowledge	Stranahan is unable to provide a full accounting for these items due to the age of the records; however, the school will strengthen internal controls moving forward.	8/30/2026

- In addition to the required semi-annual inventories, periodic spot checks of high-risk and frequently used equipment will be conducted to identify and address missing, lost, or stolen items in a timely manner.
- Training will be provided to all staff responsible for property and equipment to reinforce BCPS procedures related to accountability, proper handling, and required reporting protocols.
- We will ensure that all semi-annual inventories are conducted with fidelity, discrepancies are investigated promptly, and appropriate documentation is submitted to maintain accurate inventory records, including updates for additions, removals, or transfers.
- We will redefine the roles and responsibilities of the property and inventory team. Additionally, we will include/add our performing arts (band and drama) staff to the inventory team.
- We will review and revise our internal procedures for receiving and releasing items.
- Quarterly meetings will be held to review effective monitoring of paperwork (i.e. property passes, transfers/surpluses, acquisitions, etc.) and P&I protocols and procedures.
- Property and Inventory will be added as a standing item on faculty and administrative meeting agendas.
- Ensure asset records are complete and accurate (serial numbers/descriptions) by verifying physical items against inventory reports each review to correct discrepancies and meet BCPS requirements.
- All team members will review the Business Practice Bulletin O-100 and will be trained on Property and Inventory Controls to ensure compliance with policies and procedures (attend as a team).

If you have any questions, please feel free to contact me at 754-323-1200.

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
Office of the Chief Auditor
Property & Inventory Department
2026-2027
McArthur High (0241)

Unaccounted For Tangible Personal Property

Non-Smart Assets					
#	Inventory Number	Description	Serial Number	Unit Cost	Net Book Value
1	21-03841	LENOVO THINKPAD L390 (1D - I3 TOUCH)	R90Y30X3	$463.50	$0.00
2	21-26166	THINKPAD L14 GEN1 20U2S0NE00	PF1T0WES	$503.50	$0.00
3	21-28897	THINKPAD L14 GEN1 20U2S0NF00	PF1T990J	$478.50	$0.00
4	21-52479	LENOVO 300E 2ND GEN (AMD) TOUCH	R910X8W6	$264.50	$13.23
5	22-03162	LAPTOP, LATITUDE 3190 2-IN-1	82Y99C3	$276.05	$32.21
6	22-08360	MOBILE PRECISION 7550	G0VL6G3	$2,400.00	$360.00
7	22-44834	LAPTOP, DELL LATITUDE 3420	5QHPRG3	$590.50	$127.94
8	96-32234	GOAL, FOOTBALL/SOCCER COMBO 1 PC	02410092	$1,362.50	$0.00
9	A12-80915	LEXMARK X652DE MFP PRINTER	79G60X1	$1,799.00	$0.00
		Total (Non-Smart Assets)		**$8,138.05**	**$533.38**

Smart Assets					
#	Inventory Number	Description	Serial Number	Unit Cost	Net Book Value
1	S17015919	LENOVO YOGA 260 (I3 PROCESSOR) LAPTOP	MP15Z1K0	$899.00	$0.00
2	S17030107	YAMAHA-MIXER, 6 CHANNEL	YCVN01227	$201.75	$0.00
3	S17036914	LENOVO T460 LAPTOP	PC0G75Z9	$859.00	$0.00
4	S18-00082	AP230, INDOOR PLENUM RATED, 2 RADIO 3X3:	2301702060966	$566.17	$0.00
5	S19-04527	BATTLING ROPE - BLACK	02410346	$104.08	$29.48
6	S19-04528	BATTLING ROPE - BLACK	02410347	$104.08	$29.48
7	S19-04662	HAMMER DUMBBELL 65LB EACH,RUBBER,ROUND	02410481	$129.32	$36.65
8	S19-04663	HAMMER DUMBBELL 65LB EACH,RUBBER,ROUND	02410482	$129.32	$36.65
9	S20-11574	RRR12RT-AUDIO CART-KAMAN	02410733	$234.00	$0.00
		Total (Smart Assets)		**$3,226.72**	**$132.26**

Summary			
Category	Count	Unit Cost Total	Net Book Value Total
NON-SMART ASSETS	9	$8,138.05	$533.38
SMART ASSETS	9	$3,226.72	$132.26
Total	**18**	**$11,364.77**	**$665.64**

Location: **McArthur High (0241)**
Custodian: **Mark Howard, Principal**
Address: **6501 Hollywood Blvd, Hollywood, FL 33024**

Total Number of Items in Sample: 1,549
Total Dollar Cost of Items in Sample: $1,706,621.05
Total Number of Items Unaccounted for: 18
Total Dollar Cost of Items Unaccounted for: $11,364.77
Total Net Book Value of Items Unaccounted for: $665.64

As a result of the property and inventory audit conducted at McArthur High, 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 McArthur High, eighteen (18) items were unaccounted for. The property custodian was unable to locate these assets and did not provide any of the District's required supporting documentation to reconcile the missing items or substantiate their final disposition. The lack of adequate documentation, effective controls over the safeguarding of equipment, and accountability of tangible personal property increases the risk of assets becoming lost, stolen, or reported inaccurately.

BPB O-100 Section H 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. However, as noted, eighteen (18) property items were not located during the audit.

The inability to locate these assets, despite completion of the required semi-annual inventories, indicated that inventory reconciliation procedures were either not performed effectively or that identified discrepancies were not adequately

investigated and resolved. 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 deficiencies 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.
- Implement internal control procedures that include periodic review and reconciliation of asset records, at a minimum, during semi-annual inventories conducted in accordance with District policies and procedures for property control, as prescribed in BPB O-100.
- Submit all reconciled asset records to Accounting and Financial Reporting - Capital Assets for processing upon completion of the reconciliation of asset records.
- 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

Mark Howard, Principal
McArthur High School

PHONE: 754-323-1200 **FAX:** 754-323-1330 **EMAIL:** mark.howard@browardschools.com

DATE: August 27, 2026

TO: Mark Magli, Chief Auditor
Office of the Chief Auditor

From: Mark Howard, Principal
McArthur High School

Via: Dr. Jermaine Fleming
South Regional Superintendent

Subject: **Property and Inventory Audit Response McArthur High School**

This memorandum is in response to the Property and Inventory Control Audit that concluded on April 4, 2026, at McArthur High School. The audit conducted documented fifty (50) unaccounted items totaling $27,494.27. As of today, August 27, 2026, we have reduced the unaccounted items to fifty-(50), which were verified by the auditing staff. Of the fifty (50), thirty-three (33) are Covid-Era devices. The attachment highlights the devices that have been identified as Covid -Era devices on the unaccounted list. We will also request the removal of thirty-three (33) Covid-era devices, reducing the total number of unaccounted items to eighteen (17). We will continue to actively search for the remaining items.

We understand the seriousness of maintaining compliance with the property records. We will implement corrective actions to enhance our property and inventory process. To maintain the continuity of our property and inventory management, we will implement the following:

- Establish an internal control to properly physically account for property, reconcile against inventory report, and report any discrepancies to Accounting & Financial Reporting Department - Capital Assets.
- Establish an internal control for the safekeeping and proper use of property to prevent the loss of assets.
- Establish internal controls to prevent or mitigate the unauthorized or improper removal of property from its primary operational area.

- In addition to the required semi-annual inventories, periodic spot checks of high-risk and frequently used equipment will be conducted to identify and address missing, lost, or stolen items in a timely manner.
- Training will be provided to all staff responsible for property and equipment to reinforce BCPS procedures related to accountability, proper handling, and required reporting protocols.
- We will ensure that all semi-annual inventories are conducted with fidelity, discrepancies are investigated promptly, and appropriate documentation is submitted to maintain accurate inventory records, including updates for additions, removals, or transfers.
- We will redefine the roles and responsibilities of the property and inventory team. Additionally, we will include/add our performing arts (band and drama) staff to the inventory team.
- We will review and revise our internal procedures for receiving and releasing items.
- Quarterly meetings will be held to review effective monitoring of paperwork (i.e. property passes, transfers/surpluses, acquisitions, etc.) and P&I protocols and procedures.
- Property and Inventory will be added as a standing item on faculty and administrative meeting agendas.
- Ensure asset records are complete and accurate (serial numbers/descriptions) by verifying physical items against inventory reports each review to correct discrepancies and meet BCPS requirements.
- All team members will review the Business Practice Bulletin O-100 and will be trained on Property and Inventory Controls to ensure compliance with policies and procedures (attend as a team).

If you have any questions, please feel free to contact me at 754-323-1200.

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
Office of the Chief Auditor
Property & Inventory Department
2026-2027
McNicol Middle (0481)

Unaccounted For Tangible Personal Property

Non-Smart Assets					
#	Inventory Number	Description	Serial Number	Unit Cost	Net Book Value
1	11-04459	DELL OPTIPLEX 780 W/24 FLAT PANEL	HH7CGQ1	$1,307.38	$0.00
2	12-80472	DELL LATITUDE E6420 COMPUTER	5JTL4R1	$1,165.13	$0.00
3	13-01458	DELL OPTIPLEX 790 W/24 FLAT PANEL	JZS2LS1	$1,045.74	$0.00
4	15-05312	LENOVO THINKPAD YOGA I3	MP07DPP5	$1,106.50	$0.00
5	19-03355	RADIO, MOTOROLA XPR 3300E UHF	446TUZL080	$337.50	$16.07
6	21-01158	LENOVO THINKPAD L390 (1F - I5 TOUCH)	R90XDQS0	$622.50	$0.00
7	21-37568	COLLABORATION KIT, POLYCOM STUDIO	8G2037574C66F9	$865.70	$0.00
8	22-09707	LENOVO 300E (1B CELERON TOUCH)	R9142S6L	$237.50	$39.58
9	25-06545	INFOVIEW DISPLAY BUNDLE WITH WALL MOUNT	270090207718	$1,270.77	$1,080.15
10	98-09691	MODULE, AUDIO BROAD CASTING	8400027	$2,340.00	$0.00
			Total (Non-Smart Assets)	**$10,298.72**	**$1,135.80**

Smart Assets					
#	Inventory Number	Description	Serial Number	Unit Cost	Net Book Value
1	S20-11582	MUSIC ART LAB - 16 STATIONS	C02YR00AH7VF	$1,387.73	$0.00
2	S20-11589	MUSIC ART LAB - 16 STATIONS	C02YQ07EH7VF	$1,387.73	$0.00
			Total (Smart Assets)	**$2,775.46**	**$0.00**

Summary			
Category	Count	Unit Cost Total	Net Book Value Total
NON-SMART ASSETS	10	$10,298.72	$1,135.80
SMART ASSETS	2	$2,775.46	$0.00
Total	**12**	**$13,074.18**	**$1,135.80**

Location: **McNicol Middle (0481)**
Custodian: **Deirdre Benka-Coker, Principal**
Address: **1602 S 27th Avenue, Hollywood, FL 33020**

Total Number of Items in Sample: 917
Total Dollar Cost of Items in Sample: $1,023,849.98
Total Number of Items Unaccounted for: 12
Total Dollar Cost of Items Unaccounted for: $13,074.18
Total Net Book Value of Items Unaccounted for: $1,135.80

As a result of the property and inventory audit conducted at McNicol Middle, 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 McNicol Middle, twelve (12) property items remained unaccounted for. The property custodian was unable to locate the twelve (12) remaining assets and did not provide any of the District's required supporting documentation to reconcile the missing items or substantiate their final disposition. The lack of adequate documentation, effective controls over the safeguarding of equipment, and accountability of tangible personal property increases the risk of assets becoming lost, stolen, or reported inaccurately.

BPB O-100 Section H 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.*"

Receiving Tangible Personal Property Online

During the review of the school's inventory records, one hundred (100) property records were identified with discrepancies due to missing manufacturer serial numbers. The asset serial numbers were listed as "NONE" or "OMISSION." These discrepancies should have been identified and corrected by the school during its inventory reconciliation processes. Supporting invoices were required to properly identify the assets and correct the property records. Based on the invoices

provided, the OCA was able to identify, verify, and request corrections for the one hundred (100) property records.

The failure to accurately record the manufacturer serial number during the online receiving process increases the risk that the asset cannot be accurately identified or properly tracked, reducing accountability and increasing the risk of loss or theft.

BPB O-100 Section A 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. When receiving items online that do not have a manufacturer assigned serial number, the word "NONE" should be utilized. The Accounting & Financial Reporting Department -Capital Assets assigns a District assigned serial number (for items without manufacturer's serial number) when the site's inventory coordinator emails the PNI report for items with serial number "NONE" to the Accounting & Financial Reporting Department -Capital Assets Department."*

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. However, as noted, twelve (12) property items were not located during the audit.

The inability to locate these assets, despite completion of the required semi-annual inventories, indicated that inventory reconciliation procedures were either not performed effectively or that identified discrepancies were not adequately investigated and resolved. 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 deficiencies 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.

(McNicol Middle continued)

- 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-annual inventories conducted in accordance with District policies and procedures for property control, as prescribed in BPB O-100.
- Submit all reconciled asset records to Accounting and Financial Reporting - Capital Assets for processing upon completion of the reconciliation of asset records.
- 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.

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BROWARD
County Public Schools

McNICOL MIDDLE SCHOOL
Deirdre Benka-Coker, Principal
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Dr. Howard Hepburn
Superintendent of Schools

July 24, 2026

TO: Merlin Butler, Manager, Property & Inventory Control Audits
Office of the Chief Auditor

FROM: Deirdre Benka-Coker, Principal
McNicol Middle Magnet & STEM School

VIA: Jermaine Fleming, Regional Superintendent
Teaching and Learning, South Region

SUBJECT: **PROPERTY AUDIT RESPONSE LETTER FOR 0481 MCNICOL MIDDLE**

Ref: (a) Florida Statute, Chapter 274
(b) Florida Administrative Code 69I-71
(c) Florida Administrative Code 69I-73
(d) Business Practice Bulletin O-100, dated June 22, 2017

McNicol Middle School is committed to strengthening asset accountability and has implemented the following internal controls to ensure the safeguarding, proper use, and accurate tracking of District property.

- Conduct a quarterly physical inventory.
- Maintain updated room-by-room PNI inventory lists and reconcile inventory records with the District's Capital Asset reports quarterly.
- Establish a **quarterly inventory review process** in which the property and inventory team (department heads) verify inventories assigned to their areas. The administrative team will review all inventory documentation for accuracy, completeness, and unresolved discrepancies prior to the Principal's certification.
- Ensure all **BPI assets are accurately recorded on Form 3290** and verified during the inventory process.

- When equipment is declared surplus, verify that it has been removed from the District inventory. If the item remains on the inventory report, follow up with the **Accounting & Financial Reporting Department – Capital Assets** and continue to account for the asset during each semi-annual inventory until it has been officially removed from the inventory system.

- Require **prior** administrative approval for any District asset removed from campus and complete an asset clearance process for all separating or transferring employees.

- Conduct periodic administrative walkthroughs and random spot checks to verify asset locations.

- Follow the established procedure to remove obsolete inventory items, such as the **"Module, Audio Broad"** (dated 1998), from the inventory system, as neither school personnel nor the auditor could identify or locate the asset.

Any asset identified as missing during the inventory process will be **immediately investigated** by reviewing room inventories, property passes, transfer records, repair documentation, and staff assignments. If the asset cannot be located, the discrepancy will be promptly reported to the **Accounting & Financial Reporting Department – Capital Assets**, police report submitted, and any additional documentation of the investigation will be maintained.

Furthermore, I respectfully request consideration of an inventory management concern. The school is being held accountable for permanently installed equipment, such as **InfoView Display Bundles**, that are mounted near the ceiling, making inventory tags inaccessible for routine verification. I recommend that vendors provide schools with a detailed list of all installed equipment, including the asset number and exact location, at the time of installation.

These measures will strengthen internal controls, improve inventory accuracy, and reduce the likelihood of future discrepancies while ensuring continued compliance with Florida Statute 274.03.

Deirdre Benka-Coker,

Principal

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
Office of the Chief Auditor
Property & Inventory Department
2026-2027
Silver Lakes Middle (2971)

Unaccounted For Tangible Personal Property

Non-Smart Assets					
#	Inventory Number	Description	Serial Number	Unit Cost	Net Book Value
1	08-03556	FACSIMILE MACHINES: T & G BUSINESS PRODUCTS	HFE44700006	$1,152.25	$0.00
2	09-11706	REF DOUBLE FACE CANOPY TOPS	29710029	$1,091.75	$153.13
3	15-02748	APPLE MACBOOK AIR 11 14/4GB	C02NKJ89G083	$1,083.00	$0.00
4	17-00361	PORTABLE PA SYSTEM	838124288C	$1,050.00	$0.00
5	19-01174	AVIGILON 4X 3MP, PENDANT MULTISENSOR CAMERA	111808286578	$2,121.25	$522.98
6	19-03704	RADIO, MOTOROLA XPR 3300E UHF	446TVBF081	$337.50	$0.00
7	20-02180	LENOVO THINKPAD L390 (1F - I5 TOUCH)	MJ0AH9WK	$622.50	$0.00
8	20-02198	LENOVO 300E (1B CELERON TOUCH)	P207MYBE	$237.50	$0.00
9	21-26386	THINKPAD L14 GEN1 20U2S0NF00	PF1T1TC1	$478.50	$0.00
10	21-39097	COLLABORATION KIT, POLYCOM STUDIO	8G2037574DA8F9	$865.71	$0.00
11	21-65562	LENOVO 300E 2ND GEN (AMD) TOUCH	R912470A	$264.50	$0.00
12	22-49048	LENOVO 300E (1B CELERON TOUCH)	R91426VR	$237.50	$35.63
			Total (Non-Smart Assets)	**$9,541.96**	**$711.74**

Smart Assets					
#	Inventory Number	Description	Serial Number	Unit Cost	Net Book Value
1	S24-02338	LENOVO THINKVISION T24I-30 23.8" MONITOR	SV5NZL828	$180.00	$99.00
			Total (Smart Assets)	**$180.00**	**$99.00**

Summary			
Category	Count	Unit Cost Total	Net Book Value Total
NON-SMART ASSETS	12	$9,541.96	$711.74
SMART ASSETS	1	$180.00	$99.00
Total	**13**	**$9,721.96**	**$810.74**

Location: **Silver Lakes Middle (2971)**
Custodian: **Errol Evans, Principal**
Address: **7600 Tam O'Shanter Blvd, North Lauderdale, FL 33068**

Total Number of Items in Sample: 290
Total Dollar Cost of Items in Sample: $388,856.57
Total Number of Items Unaccounted for: 13
Total Dollar Cost of Items Unaccounted for: $9,721.96
Total Net Book Value of Items Unaccounted for: $810.74

As a result of the property and inventory audit conducted at Silver Lakes Middle, 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 Silver Lakes Middle, thirteen (13) property items remained unaccounted for. The property custodian was unable to locate the thirteen (13) remaining assets and did not provide any of the District's required supporting documentation to reconcile the missing items or substantiate their final disposition. The lack of adequate documentation, effective controls over the safeguarding of equipment, and accountability of tangible personal property increases the risk of assets becoming lost, stolen, or reported inaccurately.

BPB O-100 Section H 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.*"

During the review of the school's inventory records, thirty-nine (39) property records were identified with discrepancies due to missing manufacturer serial numbers. The asset serial numbers were listed as "NONE" or "OMISSION." These discrepancies should have been identified and corrected by the school during its inventory reconciliation processes. Supporting invoices were required to properly identify the assets and correct the property records. Based on the invoices provided, the OCA was able to identify, verify, and request corrections for the thirty-nine (39) property records.

(Silver Lakes Middle continued)

The failure to accurately record the manufacturer serial number during the online receiving process increases the risk that the asset cannot be accurately identified or properly tracked, reducing accountability and increasing the risk of loss or theft.

BPB O-100 Section A 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. When receiving items online that do not have a manufacturer assigned serial number, the word "NONE" should be utilized. The Accounting & Financial Reporting Department -Capital Assets assigns a District assigned serial number (for items without manufacturer's serial number) when the site's inventory coordinator emails the PNI report for items with serial number "NONE" to the Accounting & Financial Reporting Department -Capital Assets Department."*

Conducting Semi-Annual Inventories

A review of the location's semi-annual inventory forms, submitted through BCPS Central, revealed that for Fiscal Year 2025–2026, only one of the required semi-annual inventories was completed and submitted.

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 reviews and reconciliations allow the school to promptly detect and resolve mistakes, discrepancies, or other asset record inconsistencies.

As a result, the location demonstrated deficiencies 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.

(Silver Lakes Middle continued)

- Implement internal control procedures that include periodic review and reconciliation of asset records, at a minimum, during semi-annual inventories conducted in accordance with District policies and procedures for property control, as prescribed in BPB O-100.
- Submit all reconciled asset records to Accounting and Financial Reporting - Capital Assets for processing upon completion of the reconciliation of asset records.
- 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.

Silver Lakes Middle School
Errol A. Evans, Principals
7600 Tam O'Shanter Blvd.
Noeth Lauderdale, Florida 33068
phone: 754-322-4600 • fax: 754-322-4685
errol.evans@browardschools.com

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Dr. Howard Hepburn
Superintendent of Schools

DATE: September 10, 2026

TO: Mark Magli, Chief Auditor
Office of the Chief Auditor

FROM: Errol A. Evans, Principal
Silver Lakes Middle School

VIA: Alan Strauss, North Regional Superintendent
Office of the North Regional Superintendent

SUBJECT: CORRECTIVE ACTION PLAN FOR 2971-SILVER LAKES MIDDLE SCHOOL

This memo is in response to the Property and Inventory Audit conducted at Silver Lakes Middle School for the 2026 school year. We are committed to correcting the findings of the audit report. As a result, the procedures listed below will be implemented for the current school year and beyond to ensure accurate Property and Inventory school wide. The principal will review and continue to work on Business Practice Bulletin 0-100 procedures for Property and Inventory Control and follow the plan of action below:

- The principal has directed the Property and Inventory Team to conduct quarterly inventory checks on all items schoolwide. Any discrepancies will be rectified as top priority with Capital Asset.
- The Property and Inventory Team will conduct spot checks and initial the property forms in each classroom. The Micro-Technician will be responsible for checking classrooms to ensure teachers are following the newly established processes.
- The front office staff will notify the Office Manager when new equipment arrives on campus. The packing slip/invoice will be given to the office manager to receive it online. A copy of the packing slip/invoice will be given to the Micro -Technician, who will store the items in his office storage space and label each item with school name, serial number, and equipment description prior to distributing to staff members.
- Staff members that require any items removed from a specific location to another location on campus grounds will first contact the Micro-Technician for permission. They will be required to sign

transfer forms so the Micro-Technician will have accurate location of all items on campus as well as documentation.

- The Principal has established an internal control process to properly physically account for property, reconcile against inventory report, and report any discrepancies to Accounting & Financial Reporting Department - Capital Assets.
- The Principal has established an internal control process for the safekeeping of property and inventory to prevent the loss of assets.
- The principal will ensure that the Property and Inventory Team led by the Assistant Principal in charge of P&I and the Micro-Technician conduct schoolwide quarterly inventory checks in accordance with applicable policies and procedures. Any missing items will be promptly investigated and reported to Capital Asset and discrepancies will be rectified immediately. If proof that items are stolen, the SRO, School Police (SIU) will be notified. All work orders, property passes, SIU reports, Police Reports of theft of Property will be reported in a timely manner to law enforcement with serial numbers, equipment description, BPI-numbers, and location of missing items. All reports will be secured in a binder in the Principal's office.
- The Principal will direct the Assistant Principal over Property and Inventory along with the Micro-Technician to review the PNI Report monthly.
- The principal will direct the Assistant Principal with responsibility for Property and Inventory and the Micro-Technician to validate any surplus items prior to scheduling a B-Stock pick-up all surplus forms will include BPI number, serial number, model number, and equipment description for items that will be surplused. The principal will review for accuracy and sign forms.

The principal will ensure that any required corrections to Capital Assets are promptly recorded. Additionally, the Auditor's recommendations have been incorporated into the procedures listed above to ensure compliance with the audit report findings. With these measures in place, the school will be better positioned to maintain accurate Property and Inventory records for future audit.

The point of contact for this Corrective Action Plan is Errol Evan, Principal, Silver Lakes Middle School.

Errol Evans
Principal

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
Office of the Chief Auditor
Property & Inventory Department
2026-2027
Tequesta Trace Middle (3151)

Unaccounted For Tangible Personal Property

Non-Smart Assets					
#	Inventory Number	Description	Serial Number	Unit Cost	Net Book Value
1	11-04459	HP 2915-8G-POESWITCH	CN30B03161	$1,079.10	$0.00
2	12-80472	HP 2915-8G-POESWITCH	CN30B030MJ	$1,079.10	$0.00
3	13-01458	LAPTOP CART - EARTH WALK CART 30 USER	540979981A	$1,339.00	$0.00
4	15-05312	LENOVO 300E (1B CELERON TOUCH)	P208DF8W	$237.50	$0.00
5	19-03355	LENOVO 300E (1B CELERON TOUCH)	P208DF6Y	$237.50	$0.00
6	21-01158	LENOVO 300E (1B CELERON TOUCH)	R914264Q	$237.50	$39.58
7	21-37568	LAPTOP, DELL LATITUDE 3420	5YCGJG3	$590.50	$127.94
8	22-09707	#6C342 MASTER TOOL SET	OMISSION	$1,331.60	$729.21
9	25-06545	LAPTOP CART-EARTH WALK (30-USER)	OMISSION	$1,339.00	$513.29
10	98-09691	PRESS, GRAPHICS NATIONAL HAT HM2000	9205	$4,467.00	$0.00
			Total	**$11,937.80**	**$1,410.02**

Location: **Tequesta Trace Middle (3151)**
Custodian: **Robert Rivera, Principal**
Address: **1800 Indian Trace, Weston, FL 33326**

Total Number of Items in Sample: 437
Total Dollar Cost of Items in Sample: $603,201.58
Total Number of Items Unaccounted for: 10
Total Dollar Cost of Items Unaccounted for: $11,937.80
Total Net Book Value of Items Unaccounted for: $1,410.02

As a result of the property and inventory audit conducted at Tequesta Trace Middle, 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 Tequesta Trace Middle, ten (10) property items remained unaccounted for. The property custodian was unable to locate the ten (10) remaining assets and did not provide any of the District's required supporting documentation to reconcile the missing items or substantiate their final disposition. The lack of adequate documentation, effective controls over the safeguarding of equipment, and accountability of tangible personal property increases the risk of assets becoming lost, stolen, or reported inaccurately.

BPB O-100 Section H 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.*"

Receiving Tangible Personal Property Online

During the review of the school's inventory records, eighty-nine (89) property records were identified with discrepancies due to missing manufacturer serial numbers. The asset serial numbers were listed as "NONE" or "OMISSION." These discrepancies should have been identified and corrected by the school during its inventory reconciliation processes. Supporting invoices were required to properly identify the assets and correct the property records. Based on the invoices

provided, the OCA was able to identify, verify, and request corrections for eighty-seven (87) property records. However, the property custodian did not provide the required invoices for the remaining two (2) assets. As a result, these assets could not be positively identified or located by the school and remain unaccounted for in the ten (10) total unaccounted-for assets identified during the audit.

The failure to accurately record the manufacturer serial number during the online receiving process increases the risk that the asset cannot be accurately identified or properly tracked, reducing accountability and increasing the risk of loss or theft.

BPB O-100 Section A 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. When receiving items online that do not have a manufacturer assigned serial number, the word "NONE" should be utilized. The Accounting & Financial Reporting Department -Capital Assets assigns a District assigned serial number (for items without manufacturer's serial number) when the site's inventory coordinator emails the PNI report for items with serial number "NONE" to the Accounting & Financial Reporting Department -Capital Assets Department."*

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. However, as noted, ten (10) property items were not located during the audit.

The inability to locate these assets, despite completion of the required semi-annual inventories, indicated that inventory reconciliation procedures were either not performed effectively or that identified discrepancies were not adequately investigated and resolved. 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 deficiencies 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:

(Tequesta Trace Middle continued)

- 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-annual inventories conducted in accordance with District policies and procedures for property control, as prescribed in BPB O-100.
- Submit all reconciled asset records to Accounting and Financial Reporting - Capital Assets for processing upon completion of the reconciliation of asset records.
- 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.

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BROWARD
County Public Schools

ROBERT RIVERA, PRINCIPAL
TEQUESTA TRACE MIDDLE SCHOOL

PHONE: 754-323-4415 **FAX:** 754-323-4479 **EMAIL:** ROBERT.RIVERA@BROWARDSCHOOLS.COM

Date September 2, 2026

TO: Dr. Jermaine Fleming, Regional Superintendent
South Area
Merlin Butler, Manage, Property & Inventory Control Audits
Office of the Chief Auditor

FROM: Robert Rivera, Principal
Tequesta Trace Middle School

SUBJECT: **MANAGEMENT RESPONSE TO PROPERTY AND INVENTORY CONTROL AUDIT RESULTS FOR 3151 TEQUESTA TRACE MIDDLE**

Thank you for the opportunity to review and respond to the findings in audit findings. Tequesta Trace Middle School acknowledges the audit results and remains committed to strengthening inventory accountability procedures, improving internal controls, and ensuring the proper safeguarding of district property.
Upon receipt of the audit findings, school administration began a review of current inventory management practices. To address the findings and strengthen controls moving forward, the following corrective actions will be implemented:

1. A comprehensive physical inventory review will be conducted with administrative staff, the technology liaison, custodians of property, and department representatives to verify the location and status of all inventoried assets.
2. Inventory reports will be reviewed quarterly and reconciled on a recurring basis throughout the school year rather than solely during the semi-annual inventory process. Any discrepancies identified will be investigated promptly and reported to Capital Assets when appropriate.
3. Documentation procedures will be strengthened to ensure that equipment transfers, surplus requests, repairs, disposals, and changes in asset location are properly recorded and reflected in district inventory records.
4. A formal process will be maintained for reviewing deliveries and verifying that items received are accurate and consistent with the corresponding packing slips and purchase documentation.

5. The school's inventory coordinator and administrative team will establish quarterly spot checks of high-value and portable assets, including technology equipment, carts, and tools, to improve accountability and identify discrepancies earlier.
6. Prior to certification of future semi-annual inventories, an administrative review process will be implemented to verify the accuracy and completeness of inventory submissions and to ensure that any missing items are fully investigated.
7. Staff members responsible for district property will be reminded of their responsibilities regarding the safekeeping, proper use, and reporting requirements for assigned assets.

Tequesta Trace Middle School recognizes the importance of maintaining accurate property records and safeguarding district resources. We appreciate the recommendations provided by the Office of the Chief Auditor and are committed to implementing these corrective measures to improve inventory controls, increase accountability, and prevent similar findings in future audits.

If you have any questions, please contact Robert Rivera at 754-323-4415 or robert.rivera@browardschools.com.

RR:km

c: Dr. Jermaine Fleming
Merlin Butler

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
Office of the Chief Auditor
Property & Inventory Department
2026-2027
Monarch High (3541)

Unaccounted For Tangible Personal Property

Non-Smart Assets					
#	Inventory Number	Description	Serial Number	Unit Cost	Net Book Value
1	03-82702	BESSON EUPH	894145	$1,922.25	$0.00
2	04-80269	MARCHING T'BONE KING	902899	$1,015.00	$0.00
3	05-47883	PRINTER, LEXMARK T630N B/W LASER	9923KCN	$1,208.00	$0.00
4	14-04707	NOVA CHAT NEX 7	7NXNC3346	$3,595.50	$0.00
5	16-02448	PELCO DD436 PTZ DOME DRIVE	15301-AEB-DK41	$1,191.00	$0.00
6	19-04624	LENOVO THINKSTATION P330, DESKTOP BUNDLE	MJ08P4A5	$1,165.00	$0.00
7	21-10832	LENOVO THINKPAD L390 (1D - I3 TOUCH)	R90YSKB0	$463.50	$0.00
8	21-10929	LENOVO THINKPAD L390 (1F - I5 TOUCH)	R90YM4F3	$622.50	$0.00
9	21-10936	LENOVO L390 YOGA (1I I7 LIGHTWEIGHT)	R90YX88Y	$864.50	$0.00
10	21-37396	COLLABORATION KIT, POLYCOM STUDIO	8G2037575BB0F9	$865.70	$0.00
11	21-37397	COLLABORATION KIT, POLYCOM STUDIO	8G2037574CA4F9	$865.70	$0.00
12	21-37404	COLLABORATION KIT, POLYCOM STUDIO	8G2037575346F9	$865.70	$0.00
13	21-37860	COLLABORATION KIT, POLYCOM STUDIO	8G2037573C82F9	$865.70	$0.00
14	21-37896	COLLABORATION KIT, POLYCOM STUDIO	8G2038576D78F9	$865.70	$0.00
15	21-37927	COLLABORATION KIT, POLYCOM STUDIO	8G2038576A20F9	$865.70	$0.00
16	22-46335	LAPTOP, DELL LATITUDE 3420	8W2NRG3	$590.50	$127.94
17	22-46356	LAPTOP, DELL LATITUDE 3420	8K4NRG3	$590.50	$127.94
18	22-52017	LENOVO 300E (1B CELERON TOUCH)	R9141MX9	$237.50	$59.38
19	22-52061	LENOVO 300E (1B CELERON TOUCH)	R9141N74	$237.50	$59.38
20	22-55490	1880305A ULTIMA 65 INSTALL BNDL	OMISSION	$2,759.79	$1,379.90
21	23-00141	EPET16650 EPSON PRINTER	OMISSION	$1,260.19	$399.06
22	24-11383	LENOVO 13W YOGA G2	PW08VS93	$463.50	$293.55
23	24-15931	LENOVO 13W YOGA G2, AMD	PW090BTS	$463.50	$324.45
24	R04-86093	CUTTER VINYL GRAPHTECH	3052108	$1,745.00	$0.00
			Total (Non-Smart Assets)	**$25,589.43**	**$2,771.60**

Smart Assets					
#	Inventory Number	Description	Serial Number	Unit Cost	Net Book Value
1	S16069713	HP 1500 W POEZL2 POWER SUPPLY NEW	OMISSION	$805.93	$0.00
2	S16069714	HP 1500 W POEZL2 POWER SUPPLY NEW	OMISSION	$805.93	$0.00
3	S16069751	HP 24-PORT SFP V2 ZL MODULE	SG6027V00K	$2,859.27	$0.00
4	S17002399	PEAVEY-AMPLIFYER GUITAR	OVBFF051314	$349.99	$0.00
5	S17002462	YAMAHA-TENOR SAXOPHONE PERFORMI	E30088	$2,755.62	$0.00
6	S19-08571	750VA-UPS FOR LIGHTING CONSOLE-APC	NONE	$252.05	$88.22
Total (Smart Assets)				**$7,828.79**	**$88.22**

Summary			
Category	Count	Unit Cost Total	Net Book Value Total
NON-SMART ASSETS	24	$25,589.43	$2,771.60
SMART ASSETS	6	$7,828.79	$88.22
Total	**30**	**$33,418.22**	**$2,859.82**

Location: **Monarch High (3541)**
Custodian: **James Cecil, Principal**
Address: **5050 Wiles Road, Coconut Creek, FL 33073**

Total Number of Items in Sample: 1,274
Total Dollar Cost of Items in Sample: $1,875,486.57
Total Number of Items Unaccounted for: 30
Total Dollar Cost of Items Unaccounted for: $33,418.22
Total Net Book Value of Items Unaccounted for: $2,859.82

As a result of the property and inventory audit conducted at Monarch High, 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 Monarch High, thirty (30) 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 location indicated that two (2) unaccounted for laptops were improperly disposed of. However, the assets retained a net book value and had not been removed from the inventory records. Therefore, the required disposition documentation was not provided to substantiate their removal from the school's inventory.

BPB O-100 Section C states, "*The location must verify if there is any useful life or net book value for the surplussed Technology Property. A work order stating "Beyond Economical Repair" must be included when submitting the documents to Accounting & Financial Reporting Department.*"

The location also indicated that three (3) unaccounted network equipment assets were listed with the District's Network Operations Center (NOC). A review of the NOC records found that one (1) asset was not listed as active network equipment, while the remaining two (2) assets could not be verified because their manufacturer serial numbers were recorded as "OMISSION." Therefore, the assets could not be adequately identified or substantiated.

(Monarch High continued

The location further indicated that one (1) unaccounted asset represented a bundle of items that was difficult to identify. The location believed the purchase was for a laminator; however, the manufacturer serial number was not recorded at the time of receiving and was listed as "OMISSION." As a result, the asset could not be adequately identified or verified.

BPB O-100 Section A states, "*When ordering tangible personal property, locations are* ***prohibited*** *from purchasing items in* ***"lots", "bundles", or "attached lists".*** *The acquisition of tangible personal property using P-Cards is also prohibited. In order to accurately account for each property item electronically, tangible personal property must be ordered on unique lines of a requisition, and the appropriate delivery address should be noted. The Procurement & Logistics Operations Department will reject all requisitions for tangible personal property not complying with appropriate guidelines."*

Finally, the location stated that police reports were filed for the remaining twenty-four (24) unaccounted assets because the items could not be located during the audit. The filing of police reports after assets could not be located during the audit does not substantiate the assets' disposition or resolve the inventory discrepancy. The inability to locate the assets during the audit indicates a deficiency in asset safeguarding and accountability. Therefore, the twenty-four (24) assets remain unaccounted for.

The lack of adequate documentation, effective controls over the safeguarding of equipment, and accountability of tangible personal property increases the risk of assets becoming lost, stolen, or reported inaccurately.

BPB O-100 Section H 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."*

Receiving Tangible Personal Property Online

During the review of the school's inventory records, three hundred (300) property records were identified with discrepancies due to missing manufacturer serial numbers. The asset serial numbers were listed as "NONE" or "OMISSION." These discrepancies should have been identified and corrected by the school during its inventory reconciliation processes. Supporting invoices were required to properly identify the assets and correct the property records. Based on the invoices provided, the OCA was able to identify, verify, and request corrections for two hundred ninety-five (295) property records. The remaining five (5) assets could not be positively identified or located by the school and remain unaccounted for in the thirty (30) total unaccounted-for assets identified during the audit.

(Monarch High continued

The failure to accurately record the manufacturer serial number during the online receiving process increases the risk that the asset cannot be accurately identified or properly tracked, reducing accountability and increasing the risk of loss or theft.

BPB O-100 Section A 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. When receiving items online that do not have a manufacturer assigned serial number, the word "NONE" should be utilized. The Accounting & Financial Reporting Department -Capital Assets assigns a District assigned serial number (for items without manufacturer's serial number) when the site's inventory coordinator emails the PNI report for items with serial number "NONE" to the Accounting & Financial Reporting Department -Capital Assets Department."*

Conducting Semi-Annual Inventories

A review of the location's semi-annual inventory forms, submitted through BCPS Central, revealed that for Fiscal Year 2025–2026, both required semi-annual inventories were completed and submitted with no unaccounted-for tangible personal property reported. However, as noted, thirty (30) property items were not located during the audit.

The inability to locate these assets, despite completion of the required semi-annual inventories, indicated that inventory reconciliation procedures were either not performed effectively or that identified discrepancies were not adequately investigated and resolved. 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 deficiencies 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.

(Monarch High continued

- Implement internal control procedures that include periodic review and reconciliation of asset records, at a minimum, during semi-annual inventories conducted in accordance with District policies and procedures for property control, as prescribed in BPB O-100.
- Submit all reconciled asset records to Accounting and Financial Reporting - Capital Assets for processing upon completion of the reconciliation of asset records.
- 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

Monarch High School
James Cecil
Principal

PHONE: 754-322-1400 **FAX:** 754-322-1517 **EMAIL:** james.cecil@browardschools.com

August 18, 2026

TO: Mark Magli, Chief Auditor
Office of the Chief Auditor

FROM: James Cecil, Principal
Monarch High School

VIA: Mr. Alan Strauss, North Regional Superintendent
Office of the North Regional Superintendent

SUBJECT: CORRECTIVE ACTION PLAN FOR 3541 MONARCH HIGH SCHOOL

1. **Addressing Discrepancies on the Audit Checklist and Correcting the Inventory Report**

The discrepancies identified on the audit checklist will be addressed as follows:

A. The following items are part of the Wi-Fi or Security Camera System and listed on the NOC report, but not controlled by Monarch High School:

S16069751	HP 24-PORT SFP V2 ZL MODULE	SG6027V00K	On NOC Report
S16069714	HP 1500 W POEZL2 POWER SUPPLY NEW	OMISSION	On NOC Report
S16069713	HP 1500 W POEZL2 POWER SUPPLY NEW	OMISSION	On NOC Report
24-00854	Aruba 2930F 8G POE+ 2SFP+ Swtch Aruba 29	CN29HKZ8L4	On NOC Report
23-14073	Aruba 2930F 8G PoE+ 2SFP+ Swtch Aruba 293	CN29HKZ4WX	Transferred to Douglas by district
16-02448	PELCO DD436 PTZ DOME DRIVE	15301-AEB-DK41	Police Report

B. The following items were listed on the COVID Database with attached memo requesting their removal from our PNI dated 8/12/26:

21-10851	LENOVO THINKPAD L390 (1D - i3 TOUCH)	R90YSKFW
S16061352	LENOVO THINKPAD 11E- NONTOUCH	LR04KQQ1
S16061350	LENOVO THINKPAD 11E- NONTOUCH	LR04KR0M
S16061314	LENOVO THINKPAD 11E- NONTOUCH	LR04KR5Y

S16061207	LENOVO THINKPAD 11E- NONTOUCH	LR04KQZR
S16061186	LENOVO THINKPAD 11E- NONTOUCH	LR04KQV5
S16061175	LENOVO THINKPAD 11E- NONTOUCH	LR04KQW6
S16060938	LENOVO THINKPAD 11E- NONTOUCH	LR04KQTL
S16060860	LENOVO THINKPAD 11E- NONTOUCH	LR04KQTE
S16060745	LENOVO THINKPAD 11E- NONTOUCH	LR04KR56
21-10845	LENOVO THINKPAD L390 (1D - i3 TOUCH)	R90YSKCR
21-10775	LENOVO THINKPAD L390 (1D - i3 TOUCH)	R90YSKEX
21-10630	LENOVO THINKPAD L390 (1D - i3 TOUCH)	R90YSKFT
21-10623	LENOVO THINKPAD L390 (1D - i3 TOUCH)	R90YSKA0
21-10610	LENOVO THINKPAD L390 (1D - i3 TOUCH)	R90YSKE0
21-10607	LENOVO THINKPAD L390 (1D - i3 TOUCH)	R90YSK90
21-10578	LENOVO THINKPAD L390 (1D - i3 TOUCH)	R90YSK62
21-10569	LENOVO THINKPAD L390 (1D - i3 TOUCH)	R90YSK6C

C. Item 19-04106 was transferred to Taravella and the corresponding 3290A was signed by both principals. The form was sent to Capital Assets via PONY. (See attached)

D. Item 22-55490 is a bundle of items that is difficult to identify. We believe it is a laminator, but there is no serial number to verify. (See attached)

E. Items 22-46356 and Item 22-46335 were surplussed in February 2026 and no longer on our campus. See attachment. Was found to still have a useful life after surplus. We cannot complete Beyond Economic Repair (BER) paperwork because it must be completed by Hardware Support Services

22-46356	Laptop, Dell Latitude 3420	8K4NRG3
22-46335	Laptop, Dell Latitude 3420	8W2NRG3

F. I have submitted all missing items to the Coconut Creek Police Department as missing/stolen. See the attached report for the following items:

S19-08571	750VA-UPS for Lighting console-APC	NONE
S17002462	YAMAHA-TENOR SAXOPHONE PERFORMI	E30088
S17002399	PEAVEY-AMPLIFYER GUITAR	OVBFF051314
R04-86093	CUTTER VINYL GRAPHTECH	3052108
24-15931	Lenovo 13w Yoga G2, AMD	PW090BTS
24-11383	Lenovo 13w Yoga G2	PW08VS93
23-00141	EPET16650 EPSON PRINTER	OMISSION
22-52061	LENOVO 300E (1B CELERON TOUCH)	R9141N74
22-52017	LENOVO 300E (1B CELERON TOUCH)	R9141MX9
21-37927	COLLABORATION KIT, POLYCOM STUDIO	8G2038576A20F9
21-37896	COLLABORATION KIT, POLYCOM STUDIO	8G2038576D78F9
21-37860	COLLABORATION KIT, POLYCOM STUDIO	8G2037573C82F9
21-37404	COLLABORATION KIT, POLYCOM STUDIO	8G2037575346F9

21-37397	COLLABORATION KIT, POLYCOM STUDIO	8G2037574CA4F9
21-37396	COLLABORATION KIT, POLYCOM STUDIO	8G2037575BB0F9
21-10936	LENOVO L390 YOGA (1i i7 LIGHTWEIGHT)	R90YX88Y
21-10929	LENOVO THINKPAD L390 (1F - i5 TOUCH)	R90YM4F3
21-10845	LENOVO THINKPAD L390 (1D - i3 TOUCH)	R90YSKCR
21-10832	LENOVO THINKPAD L390 (1D - i3 TOUCH)	R90YSKB0
21-10775	LENOVO THINKPAD L390 (1D - i3 TOUCH)	R90YSKEX
21-10630	LENOVO THINKPAD L390 (1D - i3 TOUCH)	R90YSKFT
21-10623	LENOVO THINKPAD L390 (1D - i3 TOUCH)	R90YSKA0
21-10610	LENOVO THINKPAD L390 (1D - i3 TOUCH)	R90YSKE0
21-10607	LENOVO THINKPAD L390 (1D - i3 TOUCH)	R90YSK90
21-10578	LENOVO THINKPAD L390 (1D - i3 TOUCH)	R90YSK62
21-10569	LENOVO THINKPAD L390 (1D - i3 TOUCH)	R90YSK6C
19-04624	LENOVO THINKSTATION P330, DESKTOP BUNDLE	MJ08P4A5
16-02448	PELCO DD436 PTZ DOME DRIVE	15301-AEB-DK41
14-04707	NOVA CHAT NEX 7	7NXNC3346
05-47883	PRINTER, LEXMARK T630N B/W LASER	9923KCN
04-80269	MARCHING T'BONE KING	902899
03-82702	BESSON EUPH	894145

2. Plan to Mitigate Future Discrepancies

The following actions will be implemented to prevent future discrepancies:

A. Assistant principal over inventory will strengthen our internal controls by conducting 2 periodic school-based mini audits per year for every staff member who is responsible for large amounts of assets listed on the PNI. These reviews will require employees to physically verify assigned items and certify that the items have been located on campus, or we have the appropriate paperwork for each.

B. Technology Specialist will conduct quarterly inventory reviews with the principal. Monarch is instituting a Student Tech Team to provide more time for Technology Specialist to focus on inventory-related responsibilities.

C. Assistant principal over inventory will ensure that each laptop cart has an Inventory Sheet signed by the staff member who is responsible for the cart. Administrators will spot check these carts as part of our Classroom Walkthrough Plan.

3. **Additional Pertinent Information**

The following additional actions or considerations may be relevant to the Corrective Action Plan:

A. Principal will ensure that we have Inventory Team meetings each semester to provide updates to any staff member responsible for large amounts of assets. These meetings also include our office manager making sure that we are properly identifying and accounting for new items.

B. Principal will hold monthly inventory meetings with assistant principal over inventory and Technology Specialist.

C. Technology Specialist will attend all monthly Technology Specialist meetings.

4. The point of contact for this Corrective Action Plan is James Cecil, Principal

James Cecil
Principal, Monarch High School

cc: Teresa Hall, Director, Office of the North Regional Superintendent
Merlin Butler, Manager, Property & Inventory Control Audits, Office of Chief Auditor

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
Office of the Chief Auditor
Property & Inventory Department
2026-2027
Henry D. Perry Education Center (6501)

Unaccounted For Tangible Personal Property

Non-Smart Assets					
#	Inventory Number	Description	Serial Number	Unit Cost	Net Book Value
1	07-08000	DELL DESKTOP P4 WS380 W/20"FLAT PANEL/DVD+/	HD7VBC1	$1,782.00	$0.00
2	09-12099	CART, MEDIA SPECIALIST	05920011	$3,131.02	$0.00
3	09-12583	DELL OPTIPLEX760/17FLATPANEL	54W1BK1	$959.59	$0.00
4	09-12587	DELL OPTIPLEX760/17FLATPANEL	65W1BK1	$959.59	$0.00
5	09-12599	DELL OPTIPLEX760/17FLATPANEL	J5W1BK1	$959.59	$0.00
6	10-00151	DELL OPTIPLEX 760 / 17 FLAT PANEL	B5W1BK1	$959.59	$0.00
7	10-00154	DELL OPTIPLEX 760 / 17 FLAT PANEL	C5W1BK1	$959.59	$0.00
8	10-00157	DELL OPTIPLEX 760 / 17 FLAT PANEL	D5W1BK1	$959.59	$0.00
9	10-00189	DELL OPTIPLEX 760 / 17 FLAT PANEL	86W1BK1	$959.59	$0.00
10	10-00209	DELL OPTIPLEX 760 / 17 FLAT PANEL	G8W1BK1	$959.59	$0.00
11	10-00219	DELL OPTIPLEX 760 / 17 FLAT PANEL	49W1BK1	$959.59	$0.00
12	10-00221	DELL OPTIPLEX 760 / 17 FLAT PANEL	4CW1BK1	$959.59	$0.00
13	10-00223	DELL OPTIPLEX 760 / 17 FLAT PANEL	5BW1BK1	$959.59	$0.00
14	10-00229	DELL OPTIPLEX 760 / 17 FLAT PANEL	9BW1BK1	$959.59	$0.00
15	10-00243	DELL OPTIPLEX 760 / 17 FLAT PANEL	D9W1BK1	$959.59	$0.00
16	10-00248	DELL OPTIPLEX 760 / 17 FLAT PANEL	FCW1BK1	$959.59	$0.00
17	10-00249	DELL OPTIPLEX 760 / 17 FLAT PANEL	G9W1BK1	$959.59	$0.00
18	10-00251	DELL OPTIPLEX 760 / 17 FLAT PANEL	GCW1BK1	$959.59	$0.00
19	10-00258	DELL OPTIPLEX 760 / 17 FLAT PANEL	2BW1BK1	$959.59	$0.00
20	10-00285	DELL OPTIPLEX 760 / 17 FLAT PANEL	39V1BK1	$959.59	$0.00
21	10-00293	DELL OPTIPLEX 760 / 17 FLAT PANEL	69V1BK1	$959.59	$0.00
22	10-00294	DELL OPTIPLEX 760 / 17 FLAT PANEL	6BV1BK1	$959.59	$0.00
23	10-00295	DELL OPTIPLEX 760 / 17 FLAT PANEL	6CV1BK1	$959.59	$0.00
24	10-00296	DELL OPTIPLEX 760 / 17 FLAT PANEL	79V1BK1	$959.59	$0.00
25	11-03031	MODULE LAPTOP CART	19275	$1,100.05	$0.00
26	11-03073	CISCO WAVE 574 PROXY SERVER	MX203300JN	$5,612.17	$0.00
27	12-03314	DELL OPTIPLEX 790 W/24" FLAT PANEL	JGMRKS1	$1,100.00	$0.00
28	15-02068	CCTV FIELD EQUIPMENT	NDV16079	$13,620.00	$0.00
29	15-02069	HEADEND CONTROL SYSTEMS	NONE	$33,025.00	$0.00
30	16-01009	PRINTER LEXMARK MX611DE B/W LASER	701656HH05P4M	$2,562.00	$0.00
31	16-01017	PRINTER LEXMARK MX611DE B/W LASER	701656HH05P9D	$2,562.00	$0.00
32	16-02511	FARGO ID CARD PRINTER DUAL	B5490558	$2,995.00	$0.00
33	17-00116	RECORDEX SIMPLICITYTOUCH 70	ST-700-008435	$4,410.00	$0.00
34	17-00124	RECORDEX SIMPLICITYTOUCH 70"	ST-700-007266	$4,410.00	$0.00

Non-Smart Assets					
#	Inventory Number	Description	Serial Number	Unit Cost	Net Book Value
35	18-03756	PRINTER LEXMARK CX510DE BUNDLE	752709946TH5B	$2,016.50	$0.00
36	19-03836	RADIO, MOTOROLA XPR 3300E UHF	446TVBG417	$337.50	$36.16
37	19-03860	RADIO, MOTOROLA XPR 3300E UHF	446TVBG475	$337.50	$36.16
38	19-03881	RADIO, MOTOROLA XPR 3300E UHF	446TV8G418	$337.50	$36.16
39	20-03182	LENOVO L390 YOGA (1I I7 LIGHTWEIGHT)	R90X141X	$864.50	$0.00
40	20-03183	LENOVO L390 YOGA (1I I7 LIGHTWEIGHT)	R90X141R	$864.50	$0.00
41	20-03185	LENOVO L390 YOGA (1I I7 LIGHTWEIGHT)	R90X141Y	$864.50	$0.00
42	20-05540	LENOVO THINKPAD L390 (1D - I3 TOUCH)	R90XFGVV	$463.50	$0.00
43	20-11804	LENOVO THINKPAD L390 (1D - I3 TOUCH)	R90XFALA	$463.50	$0.00
44	20-12071	LENOVO THINKPAD L390 (1D - I3 TOUCH)	R90XFA1P	$463.50	$0.00
45	20-12091	LENOVO THINKPAD L390 (1D - I3 TOUCH)	R90XFA8Q	$463.50	$0.00
46	21-22781	THINKPAD L14 GEN1 20U2S0NE00	PF1SSPP5	$503.50	$25.17
47	21-22904	THINKPAD L14 GEN1 20U2S0NE00	PF1SSS8E	$503.50	$25.17
48	21-23519	THINKPAD L14 GEN1 20U2S0NE00	PF1STJ92	$503.50	$25.17
49	21-26253	THINKPAD L14 GEN1 20U2S0NF00	PF1T12XG	$478.50	$23.92
50	21-27298	THINKPAD L14 GEN1 20U2S0NF00	PF1T62WA	$478.50	$23.92
51	21-35628	COLLABORATION KIT, POLYCOM STUDIO	8G2037576014F9	$865.70	$43.28
52	21-35641	COLLABORATION KIT, POLYCOM STUDIO	8G2037575AD4F9	$865.70	$43.28
53	21-35703	COLLABORATION KIT, POLYCOM STUDIO	8G2037573D88F9	$865.70	$43.28
54	22-00042	HOBART MODE#AM15SCB-16 DISHWASHER	8547889	$3,667.19	$1,571.65
55	23-13578	PROMETHEAN ACTIVEPANEL 86" PREM BNDL	9B861M520T129C0034	$4,200.00	$2,450.00
56	24-00013	DTC4500E PRINTER BASE MODEL	OMISSION	$3,009.48	$1,805.68
57	24-00594	ELEVATE CART 32 USB-C	OMISSION	$1,975.00	$1,217.92
			Total (Non-Smart Assets)	**$122,812.99**	**$7,406.92**

Smart Assets					
#	Inventory Number	Description	Serial Number	Unit Cost	Net Book Value
1	S16071174	AP230, INDOOR PLENUM RATED, 2 RADIO 3X3	OMISSION	$886.03	$0.00
2	S16071176	HP 1500 W POE ZL POWER SUPPLY	OMISSION	$805.93	$0.00
3	S16071177	HP 1500 W POE ZL POWER SUPPLY	OMISSION	$805.93	$0.00
4	S16071178	HP 1500 W POE ZL POWER SUPPLY	OMISSION	$805.93	$0.00
5	S16071179	HP 1500 W POE ZL POWER SUPPLY	OMISSION	$805.93	$0.00
6	S16071180	HP 1500 W POE ZL POWER SUPPLY	OMISSION	$805.93	$0.00
7	S16071181	HP 1500 W POE ZL POWER SUPPLY	OMISSION	$805.93	$0.00
8	S18-16064	RMX-L134-KEYBOARD LAB STATION	NONE	$1,605.82	$0.00
9	S18-16071	RMX-S179-RECORDING LAB STATION	OMISSION	$9,854.50	$0.00
			Total (Smart Assets)	**$17,181.93**	**$0.00**

Summary			
Category	Count	Unit Cost Total	Net Book Value Total
NON-SMART ASSETS	57	$122,812.99	$7,406.92
SMART ASSETS	9	$17,181.93	$0.00
Total	**66**	**$139,994.92**	**$7,406.92**

Location: **Henry D. Perry Education Center (6501)**
Custodian: **Kristin Baltazar, Principal**
Address: **3400 SW 69th Avenue, Miramar, FL 33023**

Total Number of Items in Sample: 580
Total Dollar Cost of Items in Sample: $1,201,614.18
Total Number of Items Unaccounted for: 66
Total Dollar Cost of Items Unaccounted for: $139,994.92
Total Net Book Value of Items Unaccounted for: $7,406.92

As a result of the property and inventory audit conducted at Henry D. Perry Education Center, 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 Henry D. Perry Education Center, sixty-six (66) 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 these assets and did not provide any of the District's required supporting documentation to reconcile the missing items or substantiate final disposition.

The lack of adequate documentation, effective controls over the safeguarding of equipment, and accountability of tangible personal property increases the risk of assets becoming lost, stolen, or reported inaccurately.

BPB O-100 Section H 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.*"

Receiving Tangible Personal Property Online

During the review of the school's inventory records, thirty-nine (39) property records were identified with discrepancies due to missing manufacturer serial numbers. The asset serial numbers were listed as "NONE" or "OMISSION." These discrepancies should have been identified and corrected by the school during its

inventory reconciliation processes. Supporting invoices were required to properly identify the assets and correct the property records. Based on the invoices provided, the OCA was able to identify, verify, and request corrections for twenty-seven (27) property records. The remaining twelve (12) assets could not be positively identified or located by the school and remain unaccounted for in the sixty-six (66) total unaccounted-for assets identified during the audit.

The failure to accurately record the manufacturer serial number during the online receiving process increases the risk that the asset cannot be accurately identified or properly tracked, reducing accountability and increasing the risk of loss or theft.

BPB O-100 Section A 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. When receiving items online that do not have a manufacturer assigned serial number, the word "NONE" should be utilized. The Accounting & Financial Reporting Department -Capital Assets assigns a District assigned serial number (for items without manufacturer's serial number) when the site's inventory coordinator emails the PNI report for items with serial number "NONE" to the Accounting & Financial Reporting Department -Capital Assets Department."*

Conducting Semi-Annual Inventories

The property custodian was unable to demonstrate that the required semi-annual inventories were conducted and certified. The failure to complete the required semi-annual inventory 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 reviews and reconciliations allow the location to promptly detect and resolve mistakes, discrepancies, or other asset record inconsistencies.

As a result, the location demonstrated deficiencies 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:

(Henry D. Perry Education Center continued)

- 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-annual inventories conducted in accordance with District policies and procedures for property control, as prescribed in BPB O-100.
- Submit all reconciled asset records to Accounting and Financial Reporting - Capital Assets for processing upon completion of the reconciliation of asset records.
- 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.

Henry D. Perry Education Center
Kristin Baltazar, Principal
3400 Wildcat Way
Miramar, Florida 33023
phone: 754-321-7050 • fax: 754-321-7135
https://perryeducation.browardschools.com/

The School Board of Broward County, Florida

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Superintendent of Schools

May 29, 2026

To: Merlin Butler, Manager, Property & Inventory Control Audits
Office of the Chief Auditor

From: Kristin Baltazar, Principal
Henry D. Perry Education Center

Via: Ted Toomer, Ed.D., Central Regional Superintendent
Office of the Central Regional Superintendent

SUBJECT: **Property and Inventory Control Audit- 6501/HDPEC**

To Whom It May Concern:

Henry D. Perry Education Center is providing a response to the property and inventory audit findings from our September 2025 audit. We were found to have the following issues that needed to be addressed: unaccounted for items, serial number discrepancies, the absence of documented semi-annual inventories for 2024-2025, and incomplete surplus documentatian for items believed to have been disposed of.

Henry D. Perry Education Center takes these findings seriously. Since receipt of the audit documentation, I have reviewed the findings with school-based staff responsible for property management and have begun implementing corrective actions to strengthen internal controls, improve inventory accuracy, and ensure compliance with applicable statutes, administrative code, and district procedures.

1. Unaccounted-for Property

To address the 66 (originally 88, however, items were located after the audit concluded and shared with chief auditor's office) unaccounted-for property items, the school has initiated a comprehensive room-by-room and department-by-department physical review of assets, including older technology, classroom equipment, carts, radios, printers, and other attractive items. Each item identified on the unaccounted list is being rechecked against current room

assignments, storage locations, and any available transfer, work order, or disposal documentation. Items that are located will be reconciled with Capital Assets so that the inventory report accurately reflects their current location and status. Any items that remain unlocated after the school's verification process will be processed in accordance with district procedures and reported appropriately.

As reflected in the audit findings, the audit response materials, and the follow-up documentation previously compiled for Henry D. Perry Education Center, some items are still included on the school's inventory report because they remain pending final reconciliation in the district's inventory system. As noted in prior follow-up documentation related to the February 6, 2020 audit meeting and the school's transition in 2016 from one campus to another, including the move from the Hallandale Adult campus/property and the closure of prior sites, a full reconciliation of inventory records was not completed after the move. As a result, some legacy items continued to carry forward on the inventory report despite documentation indicating that certain assets were transferred, removed, disposed of, never received by the school, or associated with another location. Although documentation and annotations exist for certain items, they may continue to appear on the report until the Accounting and Financial Reporting Department - Capital Assets reviews the supporting records and completes the appropriate transfer, surplus, correction, or removal action in the official inventory system.

In addition, the school is strengthening internal controls for property accountability by requiring tighter oversight of equipment movement, reinforcing the use of property passes and sign-out procedures when assets are temporarily removed from their assigned areas, limiting access to storage locations, and conducting periodic spot checks of high-risk equipment between formal inventory cycles.

2. Serial Number and Inventory Record Discrepancies

To address the 28 identified discrepancies involving missing or inaccurate serial numbers, the school is verifying asset tags, manufacturer serial numbers, and equipment descriptions directly from the physical items and available records. Corrected information will be submitted to the Accounting and Financial Reporting Department - Capital Assets so that inventory records can be updated for accuracy and compliance. Going forward, the school will implement an additional verification step whenever new property is received, transferred, relocated, or reviewed during inventory reconciliation.

3. Semi-Annual Inventory Compliance

The finding regarding the lack of documented semi-annual inventories for fiscal year 2024-2025 has been reviewed carefully. However, both required semi-annual inventories were conducted for fiscal year 2024-2025 (forms were entered and acknowledged by the principal in BCPS Central on January 16, 2025 and May 23, 2025. Nevertheless, to ensure the proper information is documented in the database during each semi-annual inventory, the school will establish a formal inventary calendar with designated checkpoints far semi-annual physical verification, reconciliatian, review of discrepancies, and timely certification in BCPS Central. Responsibility for coardinating the inventory process will be clearly assigned, and completion will be monitored to ensure inventories are conducted, documented, reviewed, and certified by the required deadlines.

4. Surplus and Disposal Documentation

The finding regarding incomplete 3290A surplus documentation has also been addressed. The school is reviewing items believed to have been disposed of to determine whether supporting surplus or disposal records can be located or recreated in consultation with the appropriate district departments. Moving forward, no item will be considered dispased of until all required forms and supporting documentation have been completed, reviewed, and submitted in accordance with district procedures. Our technology team and administrative team will also be reconciling any documentation related to the move from Hallandale Adult ta Henry D. Perry Education Center to ensure all items no longer physically on the HDPEC campus are documented appropriately, and the final documentation will be sent to Capital Assets for a P&I update.

5. Training, Oversight, and Ongoing Monitoring

School-based personnel involved in property management will receive renewed guidance on inventory procedures, dacumentation expectations, safeguarding of assets, reconciliation practices, and required reporting to Capital Assets. Administrative monitoring will include periodic follow-up reviews af inventory records, documentation status, and compliance with established procedures so that discrepancies are identified and resolved in a timely manner.

Henry D. Perry Education Center is committed ta improving its property control processes and maintaining accurate inventory records. We appreciate the feedback provided through this audit and will continue working with the Accounting and Financial Reporting Department - Capital Assets and the Office of the Chief Auditor to resolve the identified issues and strengthen compliance moving forward.

Sincerely,

Kristin Baltazar

Kristin Baltazar
Principal
Henry D. Perry Education Center

SCHOOL BOARD OF BROWARD COUNTY

AUDIT COMMITTEE MEETING

KC WRIGHT ADMINISTRATION CENTER
BOARD ROOM
600 SE 3RD AVENUE
FORT LAUDERDALE, FLORIDA

THURSDAY, OCTOBER 1, 2026
9:34 A.M. - 12:45 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
MS. PHYLLIS SHAW (Teams)
MR. DON GILBERT
MR. ROBERT MAYERSOHN
MR. ANTHONY DE MEO, CPA
MS. MARIAH RABIDEAU
MR. CHRIS UPTON
MR. ANDREW MEDVIN, CPA
MR. LEW NAYLOR
MS. MURIEL THEOPHIN-ATILUS
MR. PETE TINGOM

OFFICE OF THE CHIEF AUDITOR STAFF:

MR. MARK MAGLI, Chief Auditor
MS. NAKIA GOULDBOURNE, Manager, Internal Funds
MS. RAYSA LUGO, Senior Auditor
MR. MERLIN BUTLER, Manager - Property & Inventory
MR. BRYAN ERHARD, System Support Specialist II
MS. OCTAVIA ALLEN HARDAWAY, Clerk Spec C

DISTRICT STAFF:

DR. HOWARD HEPBURN, Superintendent of Schools
MR. ALAN STRAUSS, South Regional Superintendent, Teaching & Learning
DR. VALERIE WANZA, Chief Strategy & Operations Officer
MS. SAEMONE HOLLINGSWORTH, Chief Student Services Officer
MS. DIANE EAGAN, Executive Director, Exceptional Student Education
MS. SUE ROCKELMAN, Executive Director, Talent Management
MS. JACKIE KORALEWICZ, Manager, Talent Acquisition
MR. OMAR SHIM, CFO, Accounting & Financial Reporting (Task Assigned)
DR. FABIAN CONE, Chief Academic Officer
MS. LEYDA SOTOLONGO, Curriculum Supervisor
MS. SONJA COLEY, Executive Director, Office of Capital Programs

INVITED GUESTS:

MR. MATTHEW BLONDELL, CPA, Risk Consulting Director, RSM US LLP
MR. WILLIAM "WEISS" CAMPBELL, Risk Consulting Director, RSM US LLP
MR. TIM BASS, Court Reporter, United Reporting

The following pages are excerpts of the draft minutes of the Audit Committee Meeting of October 1, 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 November 19, 2026.

MR. DE MEO: Okay.

MS. FERTIG: Okay. Anybody else?

(No response.)

MS. FERTIG: As always, we appreciate having you come. And I guess we're going to look forward to monthly reports. Right, Lew?

MR. MAGLI: Madam Chair, I think Nakia wants to make a comment.

MS. FERTIG: Oh, okay.

MR. SHIM: I just wanted to thank the committee and it's a pleasure. Thank you.

MS. FERTIG: And thank you for waiting.

Okay. All right. We're going to go back then to Property & Inventory, which is number 13. I'm sorry. Nakia, go ahead.

MS. GOULDBOURNE: Really quick, I just wanted to answer Mariah's questions about the 1.7 million. So we did an audit report last year on the BSC where we found some of their internal funds were held in that total. We did a report last year on the BSC that a part of the money that they were holding should have been special revenue funds that was included with the district, so they moved $1 million of that fund into the district as special revenue.

MS. RABIDEAU: Okay. Thank you.

MS. FERTIG: Okay. We are on Property & Inventory, we're going to start on this side this time. So anybody have anything on this report?

MR. TINGOM: No.

MS. FERTIG: Okay.

MR. GILBERT: Madam chair, I just have just a few and I'll try to keep it short.

One of the biggest things that I keep seeing is that, although a lot of schools are reporting that they've done and completed their inventory and that there is no exceptions, but on the back end we see that there's a report of a number of items that are missing serial numbers. So my question would be, is there a way that once they submit saying that they've completed that we then follow up and say could you send me your -- your -- your report on missing or omissions -- omitted, you know? Because, again, that'll verify, like, okay you're submitting something that you said is complete, but this report shouldn't exist if it is completed.

MR. STRAUSS: Yeah, I believe in the report in which they do, through our what we call BCPS Central, there is a section that speaks to

discrepancies and that they can make notes of those discrepancies. But just because they made note of the discrepancies does not absolve them from fixing the discrepancies; right?

MR. GILBERT: Correct.

MR. STRAUSS: So they can sit there and note it and now the question is are they following up to fix them? And I would just share with the committee, you know, in working with Mr. Magli I have put out to the schools lessons learned kind of things, you know, some highlighted things. That was actually one of the items of note. So it's as I sit here each month as the committee and listening to some of the concerns and working with Mr. Magli trying to improve the process with each school. Literally, as I've been, you know, just sitting off to the side I've been emailing my schools, hey, your quarterly report because you had an exception is due, you know, in a week or so. So these are the processes that we're trying to continuously improve upon so then we don't have these repeat -- well, we don't have repeat, but we won't have repeat situations, but that definitely is something noted.

MR. GILBERT: Okay. And, secondly, I've seen

the report before and this is obviously the second one that I've had the opportunity to review, and there's a reference to a lot of COVID era assets that is in the ether somewhere. Is there plans to target specifically that to audit? Because, of course, there's a lot of the responses from those administrators is that, no, we said that, hey, this has been taken off our books so it should be taken off our books but hadn't and it's still up under their -- their house. How do we go back to rectify those COVID era specific items that somehow seem to be wandering; or misplaced; or missing altogether?

MR. STRAUSS: Yeah, so I know there was a database that existed through IT with -- let me back up even. So during COVID times, in 2020, 2021, when we literally were, you know, having to distribute laptops out to families kind of like the McDonald's drive-thru, basically. That's what was happening, they were literally driving through. And on top of that this school might have had an abundance where this school did not have the abundance. So this school lent them theirs and I mean --

MR. GILBERT: Right.

MR. STRAUSS: It was -- it wasn't anywhere going to be perfect. So noting that, they developed a database to identify these laptops. Schools then issued a letter basically asking for the removal of those from their inventory, I believe, if I'm saying that correctly, Nakia and Mark, and they're supposed to get removed from their inventory. We're trying to be proactive with our schools now saying, get this done, you know, especially we're in 2026, it should have been done already.

MR. GILBERT: Right.

MR. STRAUSS: So we're trying to rectify it so it doesn't even come up anymore.

MR. GILBERT: Right. Because I have seen a lot of the administration response and it's like, no, we submitted appropriately, but somehow they're still being held accountable for it. So definitely I'd like to see some movement in that area. Because, of course, it's discerning to the administrator's, like, no, we've done it, but we're still being smacked on the hand for it. So -- and, lastly, when there are legitimate missing items and those schools do properly report it to law enforcement and everything else, what are the

next steps for them? Because I know they're still on the line for those items until they're resolved; what are the next steps?

MR. MAGLI: So there's two parts to that. First to answer your COVID question, your COVID-related item question is, there was a period of time where they were supposed to report in if they had losses and confirm what came back and what didn't. And a number of them didn't do that. So when we're saying that they're doing it, they may be trying to catch up now, which is long removed from that period. I don't know which administration that was. It was School Board of Broward County, I mean, as far as superintendent, but I'm aware of that.

Merlin, do you know who issued that COVID mandate?

MS. BUTLER: Runcie.

MR. MAGLI: Mr. Runcie. So that was all the way back to then. So the idea was that they gave them, and they gave them sort of some semblance clemency, I don't want to use that word, but an understanding with those specific pieces of equipment, that they were to, in fact, account for the things that came back and those that

didn't and report accordingly. And that's quite a while ago.

So they're surfacing now because, again, we're going back on the same thing as these discrepancies and things. Mr. Shim left. I have, you know, provided information based on Ms. Butler's repeatedly reporting relative to what's happening at the sites. I know that the regional offices have been putting together things to be informational. And that's what I provide is sort of data and just, you know, the recurring issues. Nakia put out a report with Raysa last month in August relative to the trends and the things and it's similar to what I've been doing with property with the regional offices and the deputy and the superintendent, himself, to make him aware. Because they're not there at the school doing it, but logically they understand what goes on. So they're just sharing that information. Mr. Shim, this is a concern that I actually brought up with him, because just as much as these discrepancies that we go one by one to each school to address, wholistically, you know, if we look at the data as it was, it's like 16,000 records that have issues and we identified those.

We did some run on it. They can do it by the individual location. I think that's what he spoke to, is he's asking them to go in and be responsible for your own location and your own stewardship of the assets. So it's really just a matter of they have to catch up. If there's a true theft, okay, we would hope that, you know, it's a shared responsibility to everybody. You know, I come to my office every morning and I have a monitor there, I have my laptop there and whatever. And if it's missing I know what to do. In a classroom environment they have so much going on. Maybe they don't immediately identify it. But at some point they should know that something's occurred and where to go. Or at least, if they've been given instruction, that they would go and verify it. If they have some curriculum they might have pieces of equipment that they don't use until the middle of the year. So then you have to make a deliberate effort to do it. So all of this stuff can be done, they just have to kind of catch up.

So there is a way to report theft. There is a way -- there's no policy that says you can just lose stuff.

MR. GILBERT: Right.

MR. MAGLI: And you don't want to say that, I mean, but you do want them -- you want to be able to report it. If you can report it, at least you're acknowledging that something happened, but it doesn't mean that we're not going to flag it because later on -- you just can't have a series of things that are just lost. What we encourage them, and you'll see it even in the recommendation is, even after we leave with the items that we've reported as missing, please continue to search for them. Because we're not so sure they're all missing still.

MR. GILBERT: Right.

MR. MAGLI: It's just the controls are not in place.

MR. GILBERT: Correct.

MR. MAGLI: And they really have to do a hard sweep of the whole environment to see what we have. And if it's stuff that doesn't align based on serial numbers and things like that, we'll get that stuff fixed so that the next time we come around it will be okay.

The concern I have, and I've shared with Mr. Strauss about this, is we're taking a grouping, a

sampling of that stuff and this is what we're coming back to you with. Outside of our sampling, the same sort of things. We are addressing all the omissions. We are addressing nones. That's part of our process now. It's something we worked out, we thought was important to move the whole thing forward. So that's happening in our process. Hopefully, they're catching up. I think that they understand the seriousness that's been brought, they probably haven't heard as much about it in the last couple years, I don't know, but right now it's going out. So, hopefully, that stuff will come back together.

MR. GILBERT: Okay. Because I know administration I'm pretty sure wants to, you know, be very, very supportive and compliant with everything, especially dealing with the assets of the school, the district. But I know once it goes into writing, then it's a concern and there's, of course, a reaction. And I just want to make sure, that, hey -- we're like, hey, guys, we're working with you, but we still, like you said, we have a duty to report, you know, and, you know, follow up to see, like you said, if

there's serial code misalignments, okay, that's why we couldn't find it or whatever the case may be. So I just want to make sure, you know, the administration knows, hey, we're not here to ding, we're here to just help you resolve and secure the assets.

MR. MAGLI: We just report.

MR. GILBERT: Right.

MR. MAGLI: You know, and how the reaction is, and even with our recommendations, whether it's internals, whether it's construction, whether -- you know, we're reporting. We circle back to see how the state of affairs are.

I mentioned that even during that Bright Futures item that came through the AG, even though we weren't directly impacted in a negative way in that report, you can still see what other people had happen and then ensure in your location that you don't. I mean, it's a little broader of scope as opposed to here where we can communicate from one side to the other of the district and, hopefully, we'll get the benefit.

MR. GILBERT: Thank you, Mr. Magli. Thank you, Mr. Strauss. Thank you, Madam Chair.

MS. FERTIG: Okay. Yes, Mr. De Meo.

MR. DE MEO: Okay. I'm going to start off with a comment. I think there is a disconnect here. And I'm not sure if it's pervasive or not. I hope it's isolated. But in the response to your audit of Stranahan, Mr. Magli, the -- let's see what the title is, the central regional superintendents wrote their initials on the response. The principal disagreed with almost all the findings but didn't explain why there wasn't documentation, flood disposals, 70 unaccounted items, no paperwork, unprocessed laptops, what is it 40 of them, no paperwork. And then the one that gets me the most is -- I had to look this up, a Hunter alignment post, do you know how big that is? You need a truck to move that. And a wrestling mat? Who the heck -- how could -- how does that disappear? And then there was a nurse, a lifelike anatom; how do those things disappear and there's no -- is there a police report? Is there -- was security, our security at the school involved? I don't understand that. So what I'm getting from this is that -- or my concern is is that I think the principals are burdened with lots of things, not the least of which is caring for the children's

education. And this, apparently, doesn't seem to be a serious matter for the principals or the central regional superintendent. I just hope that that is not widespread. Because this is what this response tells me, that, oh, well, all right, so what. $11,000 item, which today is worth $11,000, I don't care when it was bought. Those things are used every day. You can go to any garage. So, I don't know, I'm mostly making comment here, but, Mr. Strauss, you know, there needs to be a meeting of the minds. There needs to be tone at the top that says, this is important, and forget the training. Come on. They know what to do. They could pick up the phone and ask you guys. Enough with the training. There has to be -- I don't want to say accountability, but there has to be tone at the top that says, this is a priority for you, if that's what the school board intends. If this is a policy of the school board it's got to be followed. That's all I got.

MS. FERTIG: So I'm going to have to make a couple comments on Stranahan, a school I have photographed many times over the years, so I can tell you I have seen surplus stuff that the

county could not take and just sitting in classrooms in the back. But I want to go particular to the flood of April of 2023 and I believe the principal that's there right now was not -- I believe she came in 2024, can you verify that?

MR. STRAUSS: After. That was after.

MS. FERTIG: And so for any of you who were not in an area that was really impacted in April of 2023, I live in Fort Lauderdale, I walked a lot of those neighborhoods with other people taking in items for people who had kind of lost everything they had. And, I mean, it was just shocking. It was like a bomb had gone off. People's belongings, everything they owned were out on the curb waiting for people to get rid of, the water had come up, you know, sometimes four or five feet inside. And knowing the location of the band room, I just would say I think that was an extraordinary situation, and she was not there at the time, but the previous principal was an excellent principal. I just can tell you, I'm sure that was probably replicated by all kinds of public buildings in Fort Lauderdale that could not -- our city hall for example had to be

immediately, you know, they just left it. And so I think that's one situation. I see a lot of historical on here. And when I see that on schools, that's really old equipment and you don't know when that disappeared unless you were looking at the previous report. I know this seems like a lot of stuff, but I just did want to speak up about the flood. I think that was just an extraordinary event that we, hopefully, don't have again to that degree.

MR. DE MEO: Were these exceptions noted on a previous report?

MS. FERTIG: Well, I don't think we -- I would have to defer.

MR. MAGLI: No.

MR. DE MEO: No?

MR. MAGLI: No. So to Ms. Fertig's point --

MR. DE MEO: Where's the piano? That's what I want to know.

MR. MAGLI: Well, so, again, there's a lot of different circumstances that clearly it happened over a period of time that occurred. You know, take for instance you pointed to the wrestling mat, and, really, you just have to know that your wrestling mat is there, what the numbers are

associated with it and know that nothing's changed. If it was interrupted, service was interrupted, you were going to do something. It was destroyed or you were going to just flat out get rid of it through B-Stock or B-Stock instructs you to throw it in the dumpster, whatever be the case, it has to be documented and it has to have backup to say that's what's -- the decision has been made. We don't endorse the garbage thing, by the way, it should go in its process, but as an example. And even if a negative occurrence like that would happen, some sort of a, you know, act of sorts, the flooding, we have issues with mold and mildew that has had areas, you know, and they've cordoned it off, but you've got to have an accounting of what was in there to begin with so that when we cordon that off and we make that sort of decision, not we "me", but the district, to make that for the safety purpose or whatever be the case that we can do it. So, much, like I said before when I gave the example about teachers kind of knowing what's in their room and, you know, I think Mr. Strauss knows that they have property teams and he's started, I think, to endorse that concept

again and probably thought it was happening a little more like that in the past because one individual cannot do this. It's a big, old school and you can't be at all places at all times. So you have athletic equipment, wrestling mat. I wrote up a school that I used to coach football at because all of a sudden a sled was missing. Well, it didn't just go missing. Somebody gave that away or somebody took it. But somebody should have known at some point that a football sled disappeared.

MR. DE MEO: Yeah, and let me just interrupt. Aren't inventories required periodically, I think semiannually? So how many opportunities have we had to address this at that school; five; six? I mean, maybe it's a special one-off situation, but, you know, Mr. Strauss, I hope that there is a meeting of the minds on this, that people view this properly, the way that the board views it, how important it is. I -- this seems to say not.

MR. STRAUSS: Yeah, I can't speak to this specific audit because I'm not -- it's not a school under my purview. However, like I said earlier, and my response is, I did literally just send out an email to all principals speaking to

the trends and the lessons learned as I've been the one sitting up here for the last year or so coming to the audit committees and hearing the feedback from you all. So I definitely impart that tone back to the school principals and I can speak specifically then to my narrower set of the principals that are under my direct supervision, I then, you know, have an additional tone of, you know, concern, especially for those that have had prior exceptions to ensure that they're getting back on track as well, because I don't want to have to have a repeat of a situation. So that's definitely there. In our general principal meetings that discussion's been had from Dr. Fulton down to all principals as well. So it's not falling on -- this doesn't fall on deaf ears. There's been discussions around the P&I consistently.

MS. FERTIG: Just one thing that I thought of when I read this audit just because I am familiar with Stranahan, I'm wondering how much -- this is something that I am wondering overall, we've seen an increase in the number of items in recent years, thanks to Mark's previous work, which he never wants to take credit for, we have really

gotten the number of exceptions down on these Property & Inventory, but we've seen them spike in the last year. And when I saw this particular one I was wondering how the SMART Bond work has impacted in schools. This one was one of the three poster child schools for the district, has undergone significant renovations and changes and so forth. I'm wondering, Mark, and I don't know if there's a way to quantify this, just as another aspect of SMART Bond, how that might have impacted what happened with this? And then in response to your questions, I'd kind of be interested in seeing the last Property & Inventory audit that was done on this and to see what was noted there.

MR. MAGLI: We could see if there's any connection. You know that at your request Ms. Butler has sort of broken them out, the new items that are even more specifically purchased through that. We haven't really been able to make a clear -- do a comparison to show whether the items that are actually missing have anything to do with any of that kind of thing in construction or any renovation. I don't know how we -- I'll definitely consider it and see if there's a way

that maybe we can do that. The issue is that relative to that and the ongoing work that's done at the location and them keeping what we call the secondary database, they would know where their records, you know, where their stuff was, at least at a point, and I don't know when that got a little blurry, but at a point they had records of that and as they would move stuff they would amend their own database. We asked that that -- that was kind of sort of a thing. It was built into the business practice bulletin that they should do that. So if anything was gonna happen or any kind of renovation, it kind of -- the same thing, you should kind of move the stuff and record the stuff.

MS. FERTIG: Yeah, and the wrestling rooms were replaced and so forth, so I'm just looking at the wrestling mat.

MR. MAGLI: We'll look and see and we'll talk about it and see if there's any way for us to draw any conclusions. I don't know that we will be able to do that.

MR. STRAUSS: Like I'm wondering when I see this, with all the music equipment that is listed as missing, is through the SMART when they

received -- I'm assuming they received new equipment because this equipment's in the '90s, they most likely through SMART received new band -- the question in my head is what happened with that paperwork trail to get it off of the inventory? So those items very well might have been properly disposed of but from a paperwork standpoint things weren't done properly. So I just don't -- that's what I'm wondering when I look at something that vast when it's, you know, as great as that definitely is a possibility.

MR. DE MEO: Is somebody walking around with a tuba?

MR. MAGLI: And to add to that comment, I mean, one thing is, and we've said this many times, you know, when people have talked about the age of a laptop, well, yes, we'd like to have new stuff all the time, but we're going to use what we have. And under those circumstances I find it hard pressed, even though they had limited, very old stuff, band directors don't like to let go of anything. So the likelihood is probably not that they disposed of that, but maybe they did. And just the same, you know, it's a very simplified process to create the

forms and get them signed off on. Now, following through on the processing, that takes time through the departments and such, you know, like anything, you have a record of it, that you sent it off on this date, that we provided it to you, we checked back in a month and it's still sitting there, in this case that would be accounting and financial reporting. So I understand -- and they don't have time to sit there with all this stuff over and over again, certainly not principals, but that's why somebody has to follow up on that in the school to make sure of it. And that's what we've been suggesting, is just really know your records, know where you're at with this stuff. And, then, you know -- we could sit up here and speculate all day long and night as to how and what happened, but at the end of the day is that the process wasn't followed and we just are sitting here talking about stuff that could have been stolen. You know, many years ago I used to get calls from pawn shops about instruments, I'll tell you; okay? And then the best part is that we would have to buy them back. Imagine that. And then at that point you're saying, well, is it even worth it for us to do

that? I mean, that wasn't my determination. I would just run the numbers and check. So these things, there's a lot of little nuances to this stuff. Hopefully, we're going to be -- we're turning in the right direction. I think with the support and the attention that you're giving it I think it's being heard and we'll see how long it takes.

MS. FERTIG: And the other comment is, there's so much musical equipment on here I would see how much of that was impacted in the flood, I'm just saying from the physical location, and was not. I just think those would be interesting, because there's, obviously, a lot of SMART money that it would kind of be nice to know what happened, why there's so many musical instruments as opposed to other audits that we see.

MR. STRAUSS: Remember, these instruments were not SMART because they were from the '90s.

MS. FERTIG: Well, some of it.

MR. NAYLOR: Yeah, but the replacements.

MS. FERTIG: Some of them are.

MR. NAYLOR: Some of the instruments, though, when the schools got SMART money to replace their

instruments, I know some high schools donated or transferred their instruments to a middle school program that -- that could be uncorrectly recorded also.

Can I ask a question? A lot of these things look like the items that are missing are necessary items for education. So what happens when those items are misplaced or whatever? Are they replaced so the students have access to the technology? Because a lot of it is technology. And my question is, in the purchasing process, when you have to purchase something to replace an item that's existing, is there -- before it can be purchased, is there a part of the process that gives a resolution of where that old item is? So like a justification for a purchase, there's no -- is that something that can be added to the purchase process?

MR. MAGLI: Well, to my -- the purchase process in and of itself is not connected to a prior existing asset. I understand what you're saying. The issue would be, again, if it was a theft, if it was my laptop, there are some issues you can maybe make with risk management. I don't think there's a replacement for that. And

generally, of course, there's a lot of stuff at the school they would hope you have some sort of secondary or backup to do that. But there's no connection between that and taking care of the individual asset to be retired, which is what would need to happen, is it would need to be retired using the proper mechanisms and paperwork and so forth, and then a new purchase would be introduced and a new record would be created. There's nothing that I'm aware of that has a replacement like that in the system.

MR. NAYLOR: Well, is that something that would be worth considering? Because it would make tracking your inventory a heck of a lot easier.

MR. MAGLI: Well, to that point, I mean, even so much as like new purchases and the serial numbers and all that, long ago I -- you know, I posed that, but it wasn't something that the system could do. I reintroduced that as a statement. I don't know where it's gone with the new ERP system that's going in, but I hope it will be, because it will benefit the schools, it will benefit, you know, for tracking and it would certainly benefit for us, so why wouldn't we want

that? We would definitely want that.

MR. NAYLOR: Well, and it would potentially save the district funds.

MR. MAGLI: Yes. Yes. And to your point about things moving from location to location, there's a mechanism for that. It just wasn't probably followed. I don't doubt -- that was a thing that used to happen. The high schools would refurbish their equipment on some level and they would have some partner middle school. I can't say for certain if any of that's happened in this case, but that was a common occurrence.

MR. NAYLOR: I know Northeast donated some of their equipment to Rickards, I believe.

MR. MAGLI: Yeah, that was a common thing. I used to encourage principals to evaluate and talk to their neighboring people in the zone, to see if maybe we can use this stuff somewhere else, you know. And I don't know how they're structured now with that. But that was sort of a thing. And then there was sort of a surplus list that went on, a database that they used to keep. I don't know. Are they doing that still, Merlin?

MS. BUTLER: Not that I know of.

MR. MAGLI: But people would post.

So, hopefully, these are things we can do, especially with these constraints that we're in, the times that we're in and the financial constraints we're under. Hopefully, we can do some things like that. But we definitely have to tighten up.

MS. FERTIG: Can you just provide the data to follow up of when the last property & inventory audit was at this school, just --

MR. MAGLI: At Stranahan?

MS. FERTIG: Yeah. I'd just be curious on that. I know we've had it before us, so, yeah.

MR. MAYERSOHN: So, to that point, on page 13 it says, obviously, conducting the semiannual inventories. It says the forms were submitted, obviously, the inventory was conducted, but when audit came in 172 property items were not located.

So I guess I turn to Mr. Strauss who has expertise in this area, how does that happen? And, again, they're not looking at all the items, they're just picking a handful select of the 20 million items. So how does that happen if, again, the response by the principal is, we're going to perform these audits, you know, and then

we're going to pick out what we think are high susceptibility items, whether it be piano, wrestling mat or whatever it is. But how do you do an inventory, which is what they're supposed to do, and then find out that it's not just like five or six items we're missing, 172?

I mean, I would have liked to have seen that response of someone messed up. And -- and, as, you know, you sat here, it's okay if somebody messes up but it's a learning process. You know, as I said, I mean, we've all discussed here, we don't know whether the items are just misplaced, somebody took -- you know, like the laptops, a student took it home and never came back with it. It went out in somebody else's inventory and just the paperwork wasn't recorded and it may take a while to find out where it is. I get those things happen, but --

MR. STRAUSS: So what I would say is, and you've heard Mr. Magli speak to team versus a person, and I would say, unfortunately, more than not, a lot of these are done by a person, who's, you know, going through, you know, maybe the tech specialist or whatever, and -- and for the team to actually do it. So, you know, like I look

here and look and see a lot of music equipment, right, so that band director should be a vital part of the team member; right? The athletic director should be a vital part of the team member. The head custodian should be part of the -- the media specialist, like there should be -- and that's what I put in my lessons learned to the principals. I'm like, these are must-have team members, and then, you know, depending on the school, what else you might need. But for when they go through this process I'm going to speak back to things. And I think the problem that exists is when they enter that in the semiannual, and even if we're to look at it, how would I know that 172 are missing from my lens? The school reported that everything was good. Right? So it's really the school going back and verifying. So you say your team does whatever they said, similar to what they do, take a sample, pick a hundred items. Show me these hundred items. Do I get it 100 percent or do I get 90 percent or do I get a 50 percent? And then tackle it from there. So that's really one of the things that I'm trying to work on with them is, do slivers of things, do some sampling

of the process, do checks and balances against those individuals who are reporting. That person might go, yeah, everything's good. I know this fool is not going to sit there and check on me, so I'm gonna say it's good. Maybe that's what's happening. I hope that's not happening, but in reality that might.

MR. MAYERSOHN: Or, again, just take departments in the school, the English department, August is your month, tell us what you got. We're going to go over it with a fine-toothed comb to make sure everything that you have on inventory is there. They got another year, but you're sill doing a -- you know, did you lose any books? I mean, whatever is in the inventory. Did you lose any tubas or saxophones? No, we have them all. Did you check them? Yeah, I checked them. It looked like they were all there. I mean, I get it. And I bring up, you know, this point, and I think Mr. De Meo had kind of mentioned it, we put a lot of stuff on principals, a lot of stuff. And, you know, to me, their priority is education. Now, is having a saxophone part of the education process? If you're a band member or you're in there, yeah,

you need to have your instruments. But they're -- and I don't know whether it's cost effective to have somebody, as you said, besides, you know, the micro-tech or somebody, but have a process in place that, very similar to the Business Support Center, and, again, I'm just throwing things out there, I don't know, I don't have the answers, but somewhere where there's somebody checking property and inventory. Not necessarily the auditors, but somebody that does that on a regular basis, you know, the same guy that's responsible to make sure there's maintenance in the bathrooms or the fields are landscaped properly. You know, whatever it may be, somebody that does that outside of the education framework. Because it is education but it's not really. I mean --

MR. STRAUSS: It's an operational item. I mean, obviously, because you're doing that. And to the point that you're saying, if you properly have your team structured, you could look at it from a variety of ways. So that band director would, obviously, be responsible for all the band instruments. But, then again, like anything can happen. The band director can go, yeah, I'm

good, 100 percent. If somebody's not going in and checking to make sure that the band stuff's there, and like I keep saying, just sample a little bit. Even if it's just five, show me the -- here, I randomly selected these five items show me everything, whether you have, you know, property passes or the actual items. Boom, I found them, five for five. It at least is going to give me a little more confidence as we go through things. And so that's the process I'm really trying to get instilled within our schools' effort. And to your point, yeah, that's above and beyond everything else that we're doing to instructionally improve our schools.

MR. MAYERSOHN: And, like I said, financially whether it's efficient to just do it one way or another way, or, you know, expectation, two laptops are missing that have been there for 30 years, it has no value. But was it missing 30 years ago or was it missing, you know, last week that we just found out that somebody put the wrong paperwork in? So it's a work in progress, but for us --

MR. MAGLI: To your point -- Mr. Mayersohn, to your point, I mean, that is what we do. By us

showing up, they know we'll show up.

MR. MAYERSOHN: Right.

MR. MAGLI: So the idea is that they're going to be there just the same way as the individual location, you know, Mr. Strauss showing up and checking or asking for this stuff, they know that he's going to check it.

MR. MAYERSOHN: Right.

MR. MAGLI: The same the principal says, said AP or whoever staff there are that I'm going to check here or there, not often but that I will.

MR. MAYERSOHN: Right.

MR. MAGLI: So, you know, those kind of things are the things that we've seen that have been successful over time. And that's why he knows, because he's seen it be successful, you know, relative to, you know, a team concept of it because it's just-- it's way too big. We have five people and Merlin. So we haven't been there in a number of years to Stranahan. I can check the actual date. It's been a while. The concern is if we're not there is not really the factor, because we're just coming through to check the controls, check to see that things are right. We're not there to police it, you know, and to be

in place to do that. What you would need to do that as a district department is pretty significant if we're only doing this at the level of accuracy that we're doing. So it involves a whole group of people from the budget keeper, to the support staff that's there, to the individual teachers, and you know, curriculum subject area people, all the way up to administration, who also runs the budget. Okay? So, you know, those are financial considerations. This is, by extension, of course, a financial consideration. I'm not here to say who has to do anything, you know, but they are the custodian by policy and by rule of the location and the owner of the assets. However that is, you know. So we do know that some are doing well with it. This is sort of the history, is that some people are doing really well with it, and then more people were doing really well with it, and then pretty close to everybody was doing really well with it. So it's doable. However they want to do it as a management group, you know, I'm just here to support them with information and we'll do what we do.

MR. MAYERSOHN: Right. I mean, like I said,

it may even be, I mean, teachers get stipends, people get stipends for, I'm a head coach of whatever, I get a stipend. I mean, maybe turn around and say, hey, if you have a clean, you know, property and inventory audit we'll give the school, I'm just throwing out a figure, you know, a thousand dollars stipend, they can do whatever it is. Sometimes money motivates.

MS. FERTIG: My point in asking for that last Stranahan was to see if any -- when you did that is there any stuff on there or not? But clearly in our conversation today my one takeaway is that when we're in points of crisis like COVID, when we -- you know, no one's going to dispute the fact that you were deploying laptops as quickly as you could to help kids out, help families out and so forth. And the flood, those are things that, you know, were unavoidable and everybody was doing what they could. But I don't know that we're set up to keep track of what we're doing when we're doing it. So I'm probably not explaining this well, but we might want to look at putting a process in place for a disaster or something else, a special process.

MR. MAYERSOHN: A special process. But to

your point, when hurricanes come through and you have as cities and counties and municipalities want to take out debris and they want to use FEMA money is that there's a process that FEMA has, that if you don't follow that process to the letter, FEMA will claw back that money.

MS. FERTIG: And by the way, we enter our inventory on FEMA so --

MR. MAYERSOHN: Right. Even though it exists. And everybody can verify because 20 people were looking and saying you had 85 million tons of whatever, debris, they're going to say, well, you didn't weigh it with this thing, you know, whatever the parameters are, and they're not going to give you money, so --

MS. FERTIG: And then when you get the money, was it used for Northeast or --

MR. MAYERSOHN: Right. They want it back because you didn't cross your T or dot your I.

MS. FERTIG: Go ahead. I'm sorry.

MR. GILBERT: Madam Chair, just to expand -- I'm sorry, just to expand your thought, because that was actually the note I was -- I was making just to as a follow-up question, is there in place a post-disaster directive, flood, fire,

natural disaster, act of God? Because the reason I didn't narrow in on Stranahan, because I know they noted that there was an external -- well, first of all, they were given an order to stay away from the impacted areas, and then there was an external recovery group to go in and, you know, obviously, remove, repair, restore, and they relied on reports from them about anything that was excavate or whatever. And I know Principal Gayle, obviously, came after all of this, what -- what -- is there a process, number one, and is that being communicated? Because, again, if you're relying on an external company to say, hey, okay, look, in our process we removed this, we removed that and rely on those records, which they hinted towards in their response, how do you then handle and be in compliance with expectations?

MR. MAGLI: Like I said before, you know, it becomes an issue of them certifying the issue, the extreme circumstances, documenting that, which everybody would have to do. I went through Wilma with this a bunch of years back; okay; the whole county. I mean, there was some silly things being reported, I can tell you. But in

the back end of it, those who had and knew where stuff was could report the stuff's there and it got damaged or whatever be the case. Maybe not at that moment. But, once again, if you're out in front of it and you know what you have, you know what the area contained, and then, God forbid, a fire or a flood or a hurricane, you know, we're preparing, we're trying to do our best to lock it down and we're going against what we know. You know, we have a record of what's there. If we just have to guess, we're 100 percent of the time going to have a problem.

MS. FERTIG: So just between the two of you I see that there could be something put in place specifically to do a post-disaster inventory within X number of months.

MR. MAGLI: Yeah, I'm sorry, not to cut you off, but there are some of those things put into the 0100 bulletin already about it. And I don't know that it covers all of that, you know, all of the circumstances, but, I mean, it's relative to that. So there's a process for it, it's just -- it would be real hard if all the schools got hit at the same time, like a hurricane. God forbid we'd have to deal with that. But, you know, the

idea is that there are things in place. Maybe it could be tightened up. Maybe, you know, there's a plan down in district that somebody could speak to a little bit. And I'll make note of it and maybe have a conversation, but I'm saying there are things in place for that. As far as the reporting, I think that there's people that could answer that.

MR. GILBERT: Yeah, because, I guess, you know, just at least give a road map for next steps immediately, you know, for those leaders or those persons that's, you know, in charge of inventory. Hey, as soon as you get the clearance you need to go do this, this, this, this, just to make sure what's accounted for, what's missing, so we can at least have a starting point and then begin the necessary paperwork to report, you know, follow-up and everything else. But if it's just in general and not specific, then it's like, well, I kind of did something.

MR. MAGLI: I don't mean to say that there's not specifics. There are. Fill out a form. Sign off on the form and attest to what you're saying. And then provide us with documentation relative to the people that removed the stuff or

whatever be the case. It's really that simple. But you'd have to support that the occurrence, whatever the, you know, emergency situation was, there would have to be something to support that rather than just someone takes a form and goes, what am I missing, put it on a missing list.

MR. GILBERT: Right.

MR. MAGLI: You know, there's a little bit more to that, but not much more, to be honest with you. But it's there. It does exist. But whether they put it out as an emergency response -- it may be in place. They may have an element. And I don't want to misspeak. If Mr. Strauss knows anything about that, it might be part of the district's emergency response. I don't know. I'll check on that. But I do know that there's a process in place for them to do this.

MR. STRAUSS: Right. And, obviously, it might not be the initial thing that's going to occur, because, obviously, the safety and welfare of students and staff, those things are going to be, you know, vital, but afterwards then the follow-up is to ensure that any assets, you know,

I think of whether you're talking about the flood or even talking about the Rickards roof, you know, collapsing, so there are things that were lost, plain and simple. But to being accurately reflect those items and not willy-nilly just guess at it based off of what Mr. Magli is speaking of, the school's got a process in place and knows what's happening, now if something were to occur, gee, I know in this building the following were last located there, so there's more than a chance that those items are the ones that were damaged or lost. I learned that a long time ago when I was an assistant principal over inventory and this young inventory specialist with a full head of hair, you know came to my school.

MS. FERTIG: He did such a great job.

Okay. I know there's a lot more we could talk about. I think your team approach sounds great, and, Lew, go ahead.

MR. NAYLOR: I'd like to make a motion to transmit.

MS. FERTIG: That's what I was just going to --

MR. NAYLOR: Okay. My question is, do we

want to add a recommendation for them to look at tying the purchase or reviewing a purchasing and inventory policy that would make tracking items easier to do? Because I don't know how old the purchasing policy is. I don't know how old the inventory policy is. But one of the things that you were talking about -- there are two separate items. And if we justify purchasing something to replace an item that's already in inventory and making sure that it can't be purchased until that item has been accounted for in the inventory count, and it may be too hard to do, I don't know, but is there a study that can be done or suggested that might be beneficial for this process?

MR. MAGLI: Not to belabor the point, but the issue being, of course, is that it's ongoing and daily, you know. And when they're -- you know, how they're securing their equipment and buying new equipment, that doesn't stop whether we have an item go missing or an item not. They have procedures in place for this and that's what the bulletin represents. And there's a policy about how they're supposed to -- what the requirement is for them to maintain this stuff. The

bulletin, itself, gives you more of the guideline of what they're supposed to be doing. And there are many of the steps that we've talked about, not specifically as sort of replacements that are tied into that.

I mean, I'll --

MR. NAYLOR: Like I tell my kids they can't buy a new phone until they tell me what happened to their old phone.

MR. MAGLI: A number of these things are district level initiatives, you know, particularly with technology and things. So then they roll out, you know, to everybody. So I don't know how I can -- I'm leery of a motion because I don't know how I can present that. But I can certainly take it under advisement.

MR. NAYLOR: A motion to transmit with a recommendation for the review of the purchasing and inventory.

MS. FERTIG: Yeah, with a review of the bulletin is what you're asking for.

MR. MAGLI: Yeah. Okay. Sure.

MS. FERTIG: To see if there are any steps that we can take to get it back to where you had it.

MR. STRAUSS: I think what Mr. Magli is saying is, like, for instance, if IT is going through a refresh and purchasing hundreds of computers for a school, they're doing that based off of their historical lens at that school. And technology nowadays, five years, obsolete. Like from a technology -- from an IT standpoint, they're like, this doesn't even run this operating system that we need it to run. And I don't want to sit there and say they don't care about that asset, but IT's worried about putting a laptop in the hand, the proper technology in the hands of the schools. So I think that's when he's talking about, the IT department's purchasing these items and dropping them off at the schools, they're not as focused about the exhausting of the --

MR. NAYLOR: Right. That would be a justifiable explanation. My point is we have schools that have 20, 30 items that are missing; all right? Those items, if they're being used for education, they have to be replaced. I'm not talking about a refresh. I'm not talking about any of that. I'm talking about tracking inventory items that you guys spend a lot of time

looking for; right? All I'm saying is look at a system that would make that process easier. That's all.

MR. MAGLI: We can certainly -- and I know he's hearing this and we can certainly bring that forward. But certainly that's a decision that would be made at the district level, the superintendent and his team to address that.

MS. FERTIG: Yeah, so you basically are asking for a motion to transmit with a recommendation to review the --

MR. NAYLOR: Correct. To make this process easier for everybody.

MS. FERTIG: To review the policies and bulletins that --

MR. NAYLOR: Yep.

MS. RABIDEAU: I know we're -- Mary I know we're pressed on time but I know Muriel and I had a comment, if we could. And I won't belabor what everybody -- what everyone else has said about this, before we motion to transmit.

I just -- I completely understand the context of the floods, and I think in this scenario with Stranahan we've gone over and over it, we don't know what happened necessarily, so I don't think

assuming is helpful for any of us. But just when you look at the SMART Bond instruments, specifically, about two-thirds of those SMART assets were instruments from SMART money. So I think we just need to be careful about assuming that these were all old pre-SMART items, number one.

And then I want to go back to something Bob said about the FEMA point here, because if these were part of a flooding event, I mean, these should have been accounted for in some kind of property insurance, or FEMA casualty claim, or, you know, something that could have helped us recover, too, if the instruments were truly damaged to the point where they couldn't be used.

And one last thing. Mark, you said something that resonated with me, band directors not letting go of instruments. I can attest to this. We have 15-year-old tubas that are just beat to all heck, you know, that students are still using. So I don't believe for a moment that these instruments just walked away; right? I think we just need to figure out what that specific scenario is. And I just want to give credit where it's due because overall there was

only about 4 percent of the items were unaccounted for and most of them were fully depreciated with the actual audit, with the actual report. So I just would like to see if we could have follow-up on some of those with this where, was -- you know, was there, you know, insurance claims or FEMA, you know, activity? Like what was going on with some of those? Was it related to the floods? Because, just so we're clear, they certified both semiannual inventories as complete. Both semiannual inventories. So and then, you know, kind of passing it back to capital assets. We can't pass accountability from group to group.

So I think what I would want to add if we're doing a motion to transmit is a consideration for a district-wide reconciliation of music and band instruments as it relates to, you know, SMART Bond. And especially in this case where we don't know what happened with them. And students need those instruments. Because right now, I can tell you, every band booster organization in the county, if they read this and hear this is just losing their mind because of how much we've already fundraised for things like this that the

district is not supporting itself. So I think just the motion would be around reconciliation, right, if that's something the board would consider.

And then there was mention of, in, I think, our August meeting of a hard stop in the system. Like if someone tries to put in an item and they just put, like it didn't have a bar code or something, you know, like I wanted to know if there was a timeline for that or if we can follow up on that?

MR. MAGLI: Yeah, there is no hard stop in the system and that's why we look at right away where it's -- we do searches and finds and there's some of the data that I shared with you earlier relative to omissions and none, recording of none in the system. None is something that's an actual step that's taken by the budget keeper to enter it. It's meant for things that don't have a manufacturer or assigned serial number or one that we can recognize on the device or piece of equipment or whatever. So there's a number that would go -- they would assign it as none and then it would be designated a number. Omissions are just that they just didn't enter anything.

So Accounting & Financial Reporting, to my understanding, and I have met with the director of Accounting & Financial Reporting about this and as well I've spoken with numerous other people and Mr. Shim just to give them a level of understanding of what's in place right now and what has to be reconciled and fixed to kind of, you know, move forward on it. So there's no hard stop in the system. What I've recommended, you know, in the past and I've discussed in a meeting when they were doing some of the planning is the difficulties that happen relative to the fact that they received the goods without proper identification. The ERP system that they went out, I don't know what they proposed as a solution or if that was one of the things, I know it was one of the discussion items. We'll see what their system is. And this, again, is still a couple years off, so, you know, we're still going to have to address what we have right now.

MS. RABIDEAU: Thank you. Yeah.

MS. FERTIG: Okay. So let me just say, are we at a motion that, if it's okay with you, Lew, that we transmit with a recommendation to review the policy bulletins and -- on property and

inventory and to request a district-wide --

MS. RABIDEAU: Reconciliation of music and band instruments?

MS. FERTIG: Can we leave that all instruments?

MS. RABIDEAU: Yeah; all instruments. Yeah. Yeah.

MS. FERTIG: That were purchased with the SMART Bond of musical instruments.

MS. RABIDEAU: Yeah.

MS. FERTIG: Okay. Anything else?

MS. RABIDEAUU: Do we need anything back on the backlog, on the capital assets backlog? Like will we know more about the backlog or if there's any report on turnaround times for them processing all of these?

MR. MAGLI: When you say "the backlog", are you talking about the data I'm talking about that we identified relative --

MS. RABIDEAU: Yeah, so the schools aren't carrying ghost inventories for years and years, like we discover it and get it off the --

MR. MAGLI: I mean, again, that's a management thing.

MS. RABIDEAU: Okay.

MR. MAGLI: I've addressed it with everybody. We've addressed it here since I've been back several times. You know, I think he's working on it. I don't know what they've -- they've discussed in cabinet relative to it or if they have. But I know they're talking about it. I don't know if they have a timeline on it. I could certainly reach out and find out if there is one.

MS. RABIDEAU: We can move that separate.

MS. FERTIG: So, yeah, maybe we address that separately.

Okay. Is there a second? Who is the second. Lew made the motion.

MR. GILBERT: Muriel had a --

MS. FERTIG: Muriel, you seconded it?

MR. GILBERT: No, no, she had open mike.

MS. FERTIG: Oh, you had something else?

MS. THEOPHIN-ATILUS: Yeah, I think, what I think is the issue for me is the schools that aren't documenting or incorrectly identifying their discrepancies. So I think what Mr. Strauss was saying that process would definitely help out or definitely change things. But also I wanted to know, with the inventory, since it's done

semiannually, these things that are on the report from whether it was COVID, whether it was flood loss, could it go onto an unresolved cold case list? Because to keep listing it over and over, COVID was five, six years ago. Why are we seeing those same items still on there? At what point, you know, cold case it.

MR. STRAUSS: Once again, I think Mr. Magli said this before is, there was a period of time that was open and schools had the opportunity to get those items in that database so they would be removed, yet, you know, large districts such as ours, unfortunately, some schools missed the boat and they're playing catchup. It's not something that I'd like to sit here and speak on, but it's just the reality of the matter. So it's just the combined of getting them to understand the implications of their lack of, you know, doing things.

MS. FERTIG: I think if -- I think the motion that we have covers all of this because we're asking them to review the policy and the -- policies and the bulletins associated with property and inventory, so that should, hopefully, raise your point at the same time.

Anything else?

(No response.)

MS. FERTIG: All in favor?

COMMITTEE MEMBERS: Aye.

MS. FERTIG: Opposed?

(No response.)

MS. FERTIG: Okay. We have two last things that we're going to do really fast here. One is, I'm going to start with Number 17, and I don't know if there's anything on the Follow-Up thing that anybody was particularly keen on talking about today.

Let me just start there. Anything on the Follow-Up Matrix that anyone would like to talk about?

MS. RABIDEAUU: I just would like to see the communications follow-up sometime this school year. I know, you know, we just -- like, for example, the district supposedly just hired a new director of communications or closed the role or something, but I just think we need visibility and clarity into what is going on in the communications side, because it's -- it's not going well. And I think it's just -- there's a lot of things they could do, industry standard

Status: ORIGINAL

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

2026-11-10	Regular School Board Meeting
CATEGORY:	D. Chief Auditor
DEPARTMENT:	Auditing

Agenda Item Number:	D-3.
Consent Item:	Consent
Special Order:	NO
Time for Special Order:	

TITLE:

State of Florida Auditor General Operational Audit Report No. 2027-008 Admin of the FL Bright Futures Scholarship Prog. and FL Student Assistance Grant Prog

REQUESTED ACTION:

Receive the State of Florida Auditor General Operational Audit Report No. 2027-008 - Administration of the Florida Bright Futures Scholarship Program and Florida Student Assistance Grant Programs. District-wide

RATIONALE:

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

EXHIBITS:

- Executive Summary
- AG Rpt FL Bright Futures
- Meeting Excerpts 100126

FINANCIAL IMPACT:

There is no financial impact to the District.

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 Oct 26, 2026

Electronic Signature

Form $4189 Revised 9/26

HH/JJS

Approved in Open Board Meeting On: November 10, 2026

By: School Board Chair

For more information, please contact:
Name: Mark Magli
Title: Chief Auditor
Phone: 754-321-2400

EXECUTIVE SUMMARY

Florida Auditor General Operational Audit Report No. 2027-008 – Administration of the Florida Bright Futures Scholarship Program and Florida Student Assistance Grant Programs

Board Meeting Date: November 10, 2026

Requested Action: Receive Florida Auditor General Operational Audit Report No. 2027-008 concerning the administration of the Florida Bright Futures Scholarship Program and Florida Student Assistance Grant Programs by Florida public educational institutions.

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	Sections 1009.50(4)(e), 1009.505(4)(e), 1009.53(5)(c), and 11.45, Florida Statutes.
If the School Board votes "Yes"	The State of Florida Auditor General's report will be formally received as part of the Board's official proceedings.
If the School Board votes "No"	The operational audit report will not be formally received as part of this agenda action.
Alignment to the 2027 Strategic Goals and Guardrails	Guardrail 4 - Accountability
Measurable Outcome(s)/Return on Investment	Provides the School Board and the public with information regarding the Auditor General's statewide review.

The Florida Auditor General conducted a statewide operational audit of the administration of the Florida Bright Futures Scholarship Program, the Florida Public Student Assistance Grant Program (FSAG – Public Program), and the Florida Public Postsecondary Career Education Student Assistance Grant Program (FSAG – Career Ed Program) by selected Florida public educational institutions for the fiscal years ended June 30, 2024, and June 30, 2025.

Broward County Public Schools was included among the institutions reviewed because the District participated in the FSAG – Career Ed Program during the audit period. The Auditor General did not issue a finding or recommendation directed to Broward County Public Schools.

The Audit Committee reviewed and approved the transmittal of this report during the committee's meeting on October 1, 2026.

Financial Impact, Funding Source & Budget Status
There is no financial impact to the District.

Additional Backup:
State of Florida Auditor General Operational Audit Report No. 2027-008
Audit Committee Meeting Excerpts

STATE OF FLORIDA AUDITOR GENERAL

Operational Audit

Report No. 2027-008
August 2026

ADMINISTRATION OF THE FLORIDA BRIGHT FUTURES SCHOLARSHIP PROGRAM AND FLORIDA STUDENT ASSISTANCE GRANT PROGRAMS

By Florida Public Educational Institutions



Sherrill F. Norman, CPA
Auditor General

The Auditor General conducts audits of governmental entities to provide the Legislature, Florida's citizens, public entity management, and other stakeholders unbiased, timely, and relevant information for use in promoting government accountability and stewardship and improving government operations.

This audit was coordinated by Stellar Lee, CPA.

Please address inquiries regarding this report to Jaime N. Hoelscher, CPA, Audit Manager, by e-mail at jaimehoelscher@aud.state.fl.us or by telephone at (850) 412-2868.

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ADMINISTRATION OF THE FLORIDA BRIGHT FUTURES SCHOLARSHIP PROGRAM AND FLORIDA STUDENT ASSISTANCE GRANT PROGRAMS

By Florida Public Educational Institutions

SUMMARY

This operational audit focused on the administration of the Florida Bright Futures Scholarship Program, Florida Public Student Assistance Grant Program (FSAG – Public Program), and Florida Public Postsecondary Career Education Student Assistance Grant Program (FSAG – Career Ed Program) by selected Florida public educational institutions[1] for the fiscal years ended June 30, 2024, and June 30, 2025, and included a follow-up on applicable findings noted in our report No. 2024-194. Our operational audit disclosed the following:

Finding 1: Three institutions (Daytona State College, Polk State College, and Santa Fe College) did not always comply with Florida Department of Education (FDOE) guidelines and other requirements governing FSAG – Public Program disbursement reconciliations, student eligibility reporting, and refunds to the FDOE for unused Program funds.

Finding 2: Contrary to FDOE policies, Santa Fe College untimely performed and reported the Bright Futures Scholarship Program final disbursement reconciliation to the FDOE.

Finding 3: Four institutions (Daytona State College, Pasco-Hernando State College, Polk State College, and Santa Fe College) did not always comply with State law by timely submitting Disbursement Eligibility Reports (DERs) to the FDOE for FSAG – Public Program and Bright Futures Scholarship Program students. Additionally, Polk State College and Santa Fe College reported inaccurate credit hours on certain DERs and Santa Fe College also inaccurately calculated and disbursed certain Bright Futures Scholarship Program Funds.

Finding 4: Contrary to State Board of Education rules and FDOE policies, Polk State College and Santa Fe College sometimes submitted grade and hours reports untimely to the FDOE and the reports for FSAG – Public Program and Bright Futures Scholarship students at Santa Fe College and Miami-Dade District School Board occasionally contained inaccuracies.

BACKGROUND

FLORIDA BRIGHT FUTURES SCHOLARSHIP PROGRAM

The Legislature established the Florida Bright Futures Scholarship Program[2] to provide lottery-funded scholarships to any Florida high school graduate who merits recognition of high academic achievement and enrolls in a degree, certificate, or applied technology program at an eligible Florida public or private educational institution. The Bright Futures Scholarship Program consists of four award types: the Florida

[1] The selected public educational institutions are identified in ***EXHIBITS A***, ***B***, and ***C*** to this report.

[2] Section 1009.53, Florida Statutes.

Academic Scholarship, the Florida Medallion Scholarship, the Florida Gold Seal CAPE Scholarship, and the Florida Gold Seal Vocational Scholarship.

Table 1 shows the number of students who received Bright Futures Scholarship Program awards and the award amounts disbursed by the 12 public universities and 28 public colleges for the 2023-24 and 2024-25 fiscal years.

Table 1
Bright Futures Scholarship Program Awards
For the 2023-24 and 2024-25 Fiscal Years

	2023-24	2024-25
Number of Students Receiving Awards	111,014	114,441
Award Amounts Disbursed:		
By the Public Universities	$533,046,404	$551,743,154
By the Public Colleges	25,067,837	27,274,281
Total Award Amounts Disbursed	**$558,114,241**	**$579,017,435**

Source: FDOE Office of Student Financial Assistance, *2023-24 End-of-Year Report* and *2024-25 End-of-Year Report* and auditor-compiled disbursement amounts using university, college, and FDOE records.

The Florida Department of Education (FDOE) determines the eligibility of students based on general criteria for Bright Futures Scholarship Program awards and specific criteria for each scholarship type. After a student qualifies for an award, they must continue to meet eligibility criteria for renewal awards. Renewal awards eligibility criteria include achieving and maintaining specified grade point averages and completing at least 24 semester credit hours in the last academic year in which the student earned a scholarship if enrolled full time, or a prorated number of credit hours as determined by the FDOE if the student was enrolled less than full time for any part of the academic year.

The FDOE is responsible for administering the Bright Futures Scholarship Program and the disbursement and reconciliation process. Each term, the FDOE provides the institutions a list of eligible students and advances scholarship award moneys for eligible students enrolled at each respective institution. The institutions are to verify that the students have enrolled in the required number of hours to receive the scholarship, calculate the disbursement amount based on the type of scholarship for which the student was eligible, and disburse the money for the student. Any moneys not disbursed for eligible students for the Fall and Spring Terms must be returned to the FDOE within 60 days after the end of the regular registration period. For the Summer Term, undisbursed moneys must be returned to the FDOE within 30 days after the term end. For courses dropped by a student and courses from which a student withdrew after the end of the drop and add period, institutions must return Bright Futures Scholarship Program funds to the FDOE within 30 days after the end of a term, unless the FDOE grants a student an exception. For certain award overpayments, such as overpayments that occur because scholarship recipients withdrew from courses after term end due to extenuating circumstances, the refund must be made within 60 days of the date the overpayment was discovered, unless an exception is granted by the FDOE. Institutions are also required to report disbursements, enrolled hours, earned hours, and grade point averages to the FDOE. ***EXHIBIT A*** to this report provides a summary of the Bright Futures Scholarship Program awards advances and disbursements reported by Florida public universities and colleges for the 2023-24 and 2024-25 fiscal years.

FLORIDA PUBLIC STUDENT ASSISTANCE GRANT PROGRAM AND FLORIDA PUBLIC POSTSECONDARY CAREER EDUCATION STUDENT ASSISTANCE GRANT PROGRAM

The Legislature established the Florida Public Student Assistance Grant Program (FSAG – Public Program)[3] to provide financial assistance for degree-seeking, Florida resident, undergraduate students who attend a Florida public university or college. The Legislature also established the Florida Public Postsecondary Career Education Student Assistance Grant Program (FSAG – Career Ed Program)[4] to provide financial assistance for certificate-seeking, Florida resident, students at a Florida public college or career center operated by a district school board (DSB).

Pursuant to State law,[5] the FDOE must distribute FSAG – Public Program and FSAG – Career Ed Program funding in accordance with a State Board of Education (SBE) approved formula that establishes a minimum base allocation for each institution at 90 percent of its previous fiscal year disbursements, or a proportional amount when funds are insufficient to make such allocation. From remaining funds, each institution will receive a proportional amount based on the average number of full-time equivalent disbursed students and total number of unfunded eligible students reported by each institution for the prior 3 years. The allocation amounts each year are dependent upon the approved State budget. Table 2 shows, for the 2023-24 and 2024-25 fiscal years, the FSAG – Public Program award amounts disbursed by the 12 public universities and 28 public colleges and the FSAG – Career Ed Program award amounts disbursed by the 30 participating DSBs and the 28 public colleges.

Table 2
FSAG – Public Program and FSAG – Career Ed Program Awards
For the 2023-24 and 2024-25 Fiscal Years

	2023-24	2024-25
FSAG – Public Program:		
Number of Students Receiving Awards	138,638	133,712
Award Amounts Disbursed:		
By the Public Universities	$123,441,988	$123,889,795
By the Public Colleges	112,619,143	111,987,285
Total Award Amounts Disbursed	**$236,061,131**	**235,877,080**
FSAG – Career Ed Program:		
Number of Students Receiving Awards	4,193	4,276
Award Amounts Disbursed:		
By the Participating DSBs	$2,502,632	$2,519,479
By the Public Colleges	780,218	765,682
Total Award Amounts Disbursed	**$3,282,850**	**$3,285,161**

Source: FDOE Office of Student Financial Assistance, *2023-24 End-of-Year Report* and *2024-25 End-of-Year Report* and auditor-compiled disbursement amounts using university, college, and FDOE records.

[3] Section 1009.50, Florida Statutes.
[4] Section 1009.505, Florida Statutes.
[5] Sections 1009.50(4)(a) and 1009.505(4)(a), Florida Statutes.

For the 2023-24 and 2024-25 fiscal years, FSAG – Public Program and FSAG – Career Ed Program award amounts ranged from $200 to the maximum award amount of $3,260 established by the General Appropriations Acts.[6] To be eligible, a student must demonstrate a substantial financial need by completing the Free Application for Federal Student Aid (FAFSA) each year. Institutions determine student eligibility based on information from the FAFSA, cumulative grade point average, and earned credit information, considering the student aid index (SAI)[7] cut-off established by the FDOE. The institutions then estimate individual award amounts taking into consideration a standard cost of education budget and a student's SAI and other estimated grants and scholarship amounts including amounts awarded by the Federal Pell Grant.[8] The institutions are also to verify that the students have enrolled in the required number of hours each term to receive the awards. Renewal eligibility criteria to determine whether students continue to meet eligibility requirements include achieving and maintaining specified grade point averages and completing at least 12 semester credit hours per term in the last academic year if enrolled full time or, if the student was enrolled less than full time for any part of the academic year, a prorated number of credit hours determined by the FDOE.

Within 30 days after the end of regular registration each term,[9] institutions are required to report to the FDOE each awarded student and award amount for FSAG – Public Program and FSAG – Career Ed Program funding and each student eligible but not awarded. Institutions are also required to report to the FDOE enrolled hours, earned hours, and grade point averages. Any moneys not disbursed for eligible students for the Fall and Spring Terms must be returned to the FDOE within 60 days after the end of regular registration each Spring Term. Institutions may use undisbursed FSAG – Public Program advances for the subsequent Summer Term if the institution submits to the FDOE documentation of plans to disburse awards to students. Any undisbursed funds for the Summer Term must be returned within 30 days after the end of that Term. ***EXHIBIT B*** to this report provides a summary of the FSAG – Public Program advances and disbursements reported by Florida public universities and colleges for the 2023-24 and 2024-25 fiscal years. ***EXHIBIT C*** to this report provides a summary of the FSAG – Career Ed Program advances and disbursements reported by Florida's 30 participating DSBs and 28 public colleges for the 2023-24 and 2024-25 fiscal years.

FINDINGS AND RECOMMENDATIONS

Finding 1: Florida Public Student Assistance Grant Program Reporting

State law[10] requires participating institutions to administer the Florida Public Student Assistance Grant Program (FSAG – Public Program) in accordance with State Board of Education (SBE) rules. SBE rules[11] require an institution receiving FSAG – Public Program funds to report to the Florida Department of Education (FDOE) each Program student, the student's social security number (SSN), and amount of

[6] Sections 1009.50(3) and 1009.505(3), Florida Statutes; Chapter 2023-239, Laws of Florida, Specific Appropriation 67; and Chapter 2024-231, Laws of Florida, Specific Appropriation 71.
[7] FDOE Memorandum for 2024-25 FSAG Calculated Student Aid Index and Allocation Policy, dated April 10, 2024.
[8] SBE Rules 6A-20.031(6) and 20.0071(6), Florida Administrative Code.
[9] SBE Rules 6A-20.031(7) and 20.0071(7), Florida Administrative Code.
[10] Section 1009.50(5), Florida Statutes.
[11] SBE Rule 6A-20.031(7), Florida Administrative Code.

Program funds disbursed to the student. Each institution is also to report to the FDOE the SSN of each eligible but not awarded student. The FDOE calculates institutional annual and supplemental funding allocations based on previous fiscal year disbursements and the reported number of unfunded eligible students. Pursuant to State law,[12] the FDOE may suspend or revoke an institution's eligibility to receive future FSAG – Public Program funds if the FDOE finds that an institution has not complied with State law.

According to FDOE policies,[13] each institution must by June 1st perform the final reconciliation of funds received from Florida Scholarship and Grant Programs, such as the FSAG – Public Program, with the College funds disbursed to Program-eligible students. The reconciliation is to be reported and applicable amounts refunded to the FDOE.

For the 2023-24 and 2024-25 fiscal years, the FDOE advanced FSAG – Public Program funds totaling $236 million each year to the 40 public universities and colleges.[14] As part of our audit, we examined records at 14 selected institutions (5 universities and 9 colleges) that were advanced FSAG – Public Program funds totaling $136 million each of those years, and found that most of the selected institutions complied with SBE and FDOE requirements. However, we found that 3 institutions (Daytona State College, Polk State College, and Santa Fe College) did not timely perform the final reconciliation of Program funds received with College funds disbursed to students and report the reconciliation to FDOE by the June 1st required due date. Specifically:

- Daytona State College did not perform and report the final reconciliation to the FDOE until March 2026, 9 months after the June 1, 2025, due date. Consequently, the FDOE withheld the College's 2025-26 fiscal year Program funding allocation totaling $2.4 million until March 2026. According to College personnel, the delayed reconciliation and reporting occurred due to personnel turnover.
- Polk State College did not perform and report the final reconciliation or refund the unused Program funds totaling $273,233 to the FDOE until November 2025, 5 months after the June 1, 2025, due date. Consequently, the FDOE withheld the College's Fall 2025 Program funding allocation totaling $870,910 from the College until November 2025. According to College personnel, the delayed reconciliation and refund were primarily due to technical difficulties with the College student financial aid information technology (IT) system.
- Santa Fe College had not performed and reported the reconciliation to the FDOE as of May 2026, 12 months after the June 1, 2025, due date. As of May 2026, the FDOE continued to withhold the College's Spring 2026 Program funding allocation of $920,836, FDOE records[15] showed disbursements to students totaling $1.7 million and unused Program funds totaling $173,703, and College records indicated that disbursements were $20,000 less than FDOE-recorded disbursements. In response to our inquiry, College personnel indicated that the delayed reconciliation and reporting were caused by IT system difficulties.

Table 3 provides a summary of the FSAG – Public Program information reported to the FDOE by Daytona State College, Polk State College, and Sante Fe College.

[12] Section 1009.50(4)(e), Florida Statutes.

[13] The FDOE Office of Student Financial Assistance *State Scholarship and Grant Programs Policy Manual* – State Programs Annual Calendar and Institutional Responsibilities and Procedures.

[14] FSAG – Public Program funds advanced to the 12 universities and 28 colleges for the 2023-24 and 2024-25 fiscal years are shown on ***EXHIBIT B*** to this report.

[15] The FDOE Office of Student Financial Assistance payment summary report for Santa Fe College as of May 13, 2026.

Table 3
FSAG – Public Program Award Receipts, Disbursements, and Unfunded Eligible Students Reported for Daytona, Polk, and Santa Fe State Colleges

For the 2024-25 Fiscal Year

	Daytona	Polk	Santa Fe
Receipts	$2.4 million	$2.0 million	$1.8 million
Disbursements	$2.4 million	$1.7 million	$1.7 million
Unfunded Eligible Students	0 students	0 students	4 students

Source: FDOE Office of Student Financial Assistance, Payment Summaries and *2024-25 End-of-Year Report*.

Additionally, from the population of FSAG – Public Program students[16] who attended the 40 public universities and colleges, we chose 5 public universities and 4 public colleges and selected records for 110 students at those institutions (including 30 Polk State College students and 10 Santa Fe College students) to evaluate College records supporting Program student eligibility and reporting. We found that 10 of the 30 Polk State College students and 3 of the 10 Santa Fe students were eligible for Program awards for Fall 2024 and Spring 2025 Terms; however:

- 4 Polk State College students only received Program awards for the Spring 2025 Term and were not properly reported as eligible but not awarded students for the Fall 2024 Term. According to College personnel, the misreporting occurred due to student financial aid IT system difficulties. Additionally, due to misreported student SSNs, the College did not properly report 6 of the 26 other students as eligible but not awarded students.
- 3 Santa Fe College students only received Program awards for Fall 2024 and were not reported as eligible but not awarded students for the Spring 2025 Term. According to College personnel, the reporting errors occurred because of the technical difficulties with the student financial aid IT system.

Absent appropriate and timely reconciliation and reporting of Program funds and refunds to the FDOE, institutions cannot demonstrate compliance with established requirements and the FDOE may reduce future funding based on inaccurate information. In addition, timely refunds of unused Program funds allow the FDOE sufficient time to allocate those funds to other institutions with eligible but not awarded students. Moreover, since fiscal year funding is based on previous fiscal year disbursements, including consideration of the reported number of eligible but not awarded students, it is important that institutions promptly and properly identify and report all eligible students. We noted similar findings for two other colleges in our report No. 2024-194.

Recommendation: Applicable colleges should enhance procedures to ensure compliance with FSAG – Public Program reporting requirements. To ensure that Program disbursement reconciliations, unused funds, and eligible but not awarded students are properly reported to the FDOE, such enhancements should include effective implementation of IT system modifications to resolve technical difficulties and appropriate staff training.

[16] There were 138,638 FSAG – Public Program students during the 2023-24 fiscal year and 133,712 students during the 2024-25 fiscal year.

Finding 2: Bright Futures Scholarship Program Reporting

As similarly noted in Finding 1 for the FSAG – Public Program, FDOE policies[17] require each institution to perform the final reconciliation of funds received from the Bright Futures Scholarship Program with College funds disbursed to Program-eligible students and, by June 1st, report the reconciliation online and refund applicable amounts to the FDOE. Pursuant to State law,[18] if the receiving institution fails to report to the FDOE as required, the FDOE may withhold Program payments to the institution.

For the 2023-24 and 2024-25 fiscal years, the FDOE advanced Bright Futures Scholarship Program funds totaling $562 million and $584 million, respectively, to the 40 public universities and colleges.[19] As part of our audit, we requested for examination records at 4 selected universities and 7 selected colleges, which were advanced Program funds totaling $438 million and $453 million, respectively. Although our examination found that most of the selected institutions complied with Program requirements, we also found that controls at Santa Fe College for the 2024-25 fiscal year needed improvement to ensure compliance with Program disbursement reconciliation and reporting requirements.

For the 2024-25 fiscal year, Santa Fe College was advanced Program funds totaling $4 million and reported that the advanced funds were either disbursed or timely refunded to the FDOE. While College personnel reconciled FDOE disbursements to College disbursements, reported the reconciliation to the FDOE, and timely refunded applicable balances, the reconciliation was not done until February 2026, 8 months after the June 1, 2025, disbursement reconciliation due date. As similarly discussed for the FSAG – Public Program noncompliance cited in Finding 1, Santa Fe College personnel indicated that difficulties associated with implementation of the student financial aid IT system caused the delayed reconciliation.

Absent accurate and promptly documented reconciliations to the FDOE, Santa Fe College cannot demonstrate compliance with State law and FDOE policies and the FDOE may withhold payment for Program awards. We noted a similar finding for one other college in our report No. 2024-194.

Recommendation: Santa Fe College should continue efforts to accurately reconcile funds received from the Bright Futures Scholarship Program with records of College funds disbursed to Program-eligible students and timely report the reconciliation to the FDOE. Such efforts should include effective implementation of IT system modifications to resolve technical difficulties.

Finding 3: Disbursement Eligibility Reports

State law[20] requires an institution to certify to the FDOE the eligibility status of each student who receives a Bright Futures Scholarship or FSAG Program award and the amount of funds disbursed to each student within 30 days after the end of regular registration each term. FDOE policies[21] require institutions to

[17] The FDOE Office of Student Financial Assistance *State Scholarship and Grant Programs Policy Manual* – State Programs Annual Calendar and Institutional Responsibilities and Procedures.

[18] Section 1009.53(5), Florida Statutes.

[19] Bright Futures Scholarship Program funds advanced for the 2023-24 and 2024-25 fiscal years are shown on ***EXHIBIT A*** to this report.

[20] Sections 1009.50(4)(d), 1009.505(4)(d), and 1009.53(5)(a), Florida Statutes.

[21] The FDOE Office of Student Financial Assistance *State Scholarship and Grant Programs Policy Manual*.

report that information, along with the number of hours each student enrolled in those programs, on a Disbursement Eligibility Report (DER).

As part of our audit, we examined the DERs and supporting documentation for the Fall 2023 through Summer 2025 Terms for each applicable award from the Bright Futures Scholarship Program and FSAG Programs at 17 selected institutions, including 5 public universities, 9 public colleges, and 3 district school boards (DSBs). We found that most of the selected institutions timely submitted a DER for each student; however, as shown in Table 4, 4 institutions (Daytona State College, Pasco-Hernando State College, Polk State College, and Santa Fe College) submitted DERs to the FDOE 9 to 433 days late.

Table 4
Untimely Disbursement Eligibility Reports
For the Fall 2024 Through Summer 2025 Terms

			Untimely DERs [a]			
Institution	Program	Total Number of DERs [a]	Total	Term(s)	Range of Days Late	Average Number of Days Late
Daytona State College	Bright Futures	618	334	Fall 2024	74	74
	FSAG – Public	2,526 [b]	2,047	Fall 2024 and Spring 2025	72 to 433	256
Pasco-Hernando State College	Bright Futures	572	485	Fall 2024 and Spring 2025	30 to 37	34
	FSAG – Public	614	614	Fall 2024 and Spring 2025	19 to 61	34
Polk State College	Bright Futures	464	296	Fall 2024 and Spring 2025	9 to 41	22
	FSAG – Public	1,828	1,808	Fall 2024 and Spring 2025	13 to 283	178
Santa Fe College	Bright Futures	2,756 [b]	2,745	Fall 2024, Spring 2025, and Summer 2025	17 to 242	38
	FSAG – Public	1,706 [b]	1,706	Fall 2024 and Spring 2025	24 to 414	98

[a] Each DER contains a student's eligibility and disbursement information for each term and program. The number of DERs includes a unique DER for each student each term.

[b] Number reflects DER counts as of January 2026 for the Fall 2024 through Summer 2025 Terms although the College had not finalized the counts.

Source: Auditor-compiled information from FDOE records.

As of January 2026, Daytona State College and Santa Fe College had not finalized their 2024-25 fiscal year DERs for FSAG – Public Program funds and Santa Fe College had not finalized its 2024-25 fiscal year DERs for Bright Futures Scholarship Program funds. In response to our inquiries, Daytona State College personnel indicated that the remaining DERs were delayed due to staff turnover and, according to staff at Pasco-Hernando, Polk, and Santa Fe Colleges, technical difficulties in implementing student financial aid IT systems caused the untimely submittal of DERs.

Additionally, to evaluate DER compliance for the population of FSAG – Public Program and Bright Futures Scholarship Program students,[22] we chose:

- 5 public universities and 4 public colleges and selected records for 110 FSAG – Public Program students at those institutions.
- 4 public universities and 2 public colleges and selected records for 60 Bright Futures Scholarship Program students at those institutions.

As summarized in Table 5, we found that Polk State College and Santa Fe College did not always accurately report enrolled credit hours on student DERs.

Table 5
Student DERs with Misreported Credit Hours
2023-24 and 2024-25 Fiscal Years

			Number of					
Institution	Program	Fiscal Year(s)	Students	Enrolled Credit Hours	Students Selected	Hours Reported for Selected Students	Students With Misreported Hours	Net Over (Under) Reported Hours
Polk State College	FSAG – Public	2024-25	1,025	19,316	30	404	10	(120)
Santa Fe College	Bright Futures	2023-24 and 2024-25	2,332	63,363	10	384	3	23
	FSAG – Public	2024-25	1,193	17,782	10	163	3	(33)

Source: Auditor-compiled information from FDOE records and institution records.

While the 153 total net under-reported hours for the 13 students at Polk State College and Santa Fe College did not impact FSAG - Public Program funding, the 23 over-reported credit hours for the 3 Santa Fe College students caused Bright Futures Scholarship Program net overpayments totaling $2,340. According to Santa Fe College staff and supporting records, the 23 net over-reported credit hours were misreported on DERs because the student financial aid IT system miscalculated Fall 2024 Term awards totaling $6,717 instead of accurately awarding amounts totaling $4,377 based on the actual enrolled hours. Subsequent to our inquiries, in August 2025 the College resubmitted the students' DERs and reported the correct hours and award payments for the 3 students. Absent accurate and timely eligibility and disbursement reporting to the FDOE, institutions cannot demonstrate compliance with State law and FDOE's ability to compile timely State scholarship and grant program funding and related student eligibility information is limited.

Recommendation: Applicable colleges should enhance procedures to ensure that DERs contain accurate information and are timely submitted to the FDOE. Such enhancements should include effective implementation of IT system modifications to resolve technical issues and appropriate training to help staff understand program requirements and promote compliance with applicable DER requirements. Additionally, Santa Fe College should continue efforts to ensure that future Program disbursements are accurately calculated and paid to students.

[22] For the 2023-24 and 2024-25 fiscal years, respectively, the population at the 40 public universities and colleges included 138,638 and 133,712 FSAG – Public Program students and 111,014 and 114,441 Bright Futures Scholarship Program students.

Finding 4: Grade and Hours Reports

SBE rules[23] and FDOE policies[24] require institutions participating in Florida Scholarship and Grant Programs, such as the FSAG – Public, Florida Public Postsecondary Career Education Student Assistance Grant (FSAG – Career Ed), or Bright Futures Scholarship Programs, to submit to the FDOE a grade and hours report (G&H report) for each award recipient no later than 30 days after the last day of classes for the Spring Term, or the equivalent. The G&H report includes the grade point averages (GPAs), credit or clock hours earned, and degree earned date information,[25] and the information in the report is used to establish a student's continued award eligibility.

From the 40 public universities and colleges and the 30 DSBs participating in the Florida Scholarship and Grant Programs for the 2023-24 and 2024-25 academic years, we requested for examination institution records supporting G&H reports required to be submitted by 17 selected institutions (5 public universities, 9 public colleges, and 3 DSBs). We examined records to evaluate the accuracy of the G&H reports for selected award recipients of the FSAG – Public,[26] FSAG – Career Ed,[27] and Bright Futures Scholarship[28] Programs and found that most of the selected institutions timely submitted accurate reports. However, as summarized in Table 6, Polk State College and Santa Fe College did not always submit or timely submit G&H and, as summarized in Table 7, certain G&H reports submitted by Santa Fe College and Miami-Dade DSB contained inaccuracies.

Table 6
Grade & Hours Reports Not Submitted and Not Timely Submitted
2024-25 Fiscal Year

Institution	Program	Fiscal Year	Total Required G&H Reports	G&H Reports Not Submitted		G&H Reports Not Timely Submitted	
				Total	Percent	Total	Percent
Polk State College	FSAG – Public	2024-25	1,025	334	33	393	57
Santa Fe College	FSAG – Public	2024-25	1,193	364	31	738	89

Source: Auditor-compiled information from FDOE records.

The 393 reports not timely submitted by Polk State College were submitted 8 to 158 days late and averaged 29 days late. The 738 reports not timely submitted by Santa Fe College were submitted 10 to

[23] SBE Rule 6A -20.002(1)(i), Florida Administrative Code.

[24] FDOE Office of Student Financial Assistance *State Scholarship and Grant Programs Policy Manual* – Institutional Responsibilities and Procedures.

[25] SBE Rules 6A-20.031(1)(a) and 6A-20.028(1)(a), Florida Administrative Code.

[26] From the population of 138,638 and 133,712 FSAG – Public Program students for the 2023-24 and 2024-25 fiscal years, respectively, we chose 5 public universities and 4 colleges and selected records for 110 students at those institutions to evaluate compliance.

[27] From the population of 4,193 and 4,276 FSAG – Career Ed Program students for the 2023-24 and 2024-25 fiscal years, respectively, we chose 3 participating DSBs and 1 public college and selected records for 60 students at those institutions to evaluate compliance.

[28] From the population of 111,014 and 114,441 Bright Futures Scholarship Program students for the 2023-24 and 2024-25 fiscal years, respectively, we chose 4 public universities and 2 colleges and selected records for 60 students at those institutions to evaluate compliance.

162 days late and averaged 76 days late. Polk State College and Santa Fe College personnel indicated that the unsubmitted and delayed reports were caused by difficulties in implementing student financial aid IT systems.

Table 7
Grade & Hours Reports Submitted With Inaccuracies
2023-2024 and 2024-25 Fiscal Year

Institution	Program	Fiscal Year	Total Required G&H Reports	Auditor-Selected G&H Reports	G&H Reports with Inaccuracies	
					Total	Percent
Santa Fe College	Bright Futures	2023-24 and 2024-25	2,332	10	6	60
Miami-Dade District School Board – Miami Lakes Educational and Technical College	FSAG – Career Ed	2023-24 and 2024-25	360	30	11	37

Source: Auditor-compiled information from FDOE and institution records.

The 6 Santa Fe College Bright Futures Program G&H reports that contained inaccuracies were for the Fall 2024 and Spring 2025 Terms. Specifically, a total of 35 credit hours earned were reported on the 6 reports but, according to applicable student transcripts, the hours were under reported by 11 to 33 hours, an average of 22 under-reported hours. In response to our inquiry, Santa Fe College personnel indicated that the misreported information was caused by difficulties in implementing the College student financial aid IT system.

For 2 of the 30 selected G&H reports at Miami Lakes Educational and Technical College (Technical College), credit hours earned were misreported by 250 and 372 clock hours and, for 9 of the other 28 G&H reports, GPAs were misreported by 1 to 3 of the total 4 available points. In response to our inquiries, Technical College personnel indicated that the misreported credit hours and GPAs were caused by human errors and, subsequently, Technical College personnel resubmitted corrected G&H reports to the FDOE.

Absent accurate and timely grade and hours reporting, institutions cannot demonstrate compliance with SBE rules and FDOE policies, FDOE's ability to compile timely State scholarship and grant program funding and related student eligibility information may be limited, and student eligibility determinations may be inappropriate.

Recommendation: Polk State and Santa Fe Colleges and Miami-Dade District School Board should enhance procedures to ensure that G&H reports are accurately and timely submitted for all program award recipients. To help staff understand program requirements and promote compliance with G&H report requirements, such enhancements should include effective implementation of IT system modifications to resolve technical issues and appropriate training.

PRIOR AUDIT FOLLOW-UP

Applicable institutions[29] had taken corrective actions for findings in our report No. 2024-194.

[29] The applicable institutions include Eastern Florida State College, Pensacola State College, and University of South Florida.

OBJECTIVES, SCOPE, AND METHODOLOGY

The Auditor General conducts operational audits of governmental entities to provide the Legislature, Florida's citizens, public entity management, and other stakeholders unbiased, timely, and relevant information for use in promoting government accountability and stewardship and improving government operations. Pursuant to Sections 1009.53(5)(c), 1009.50(4)(e), and 1009.505(4)(e), Florida Statutes, we conducted an operational audit of the administration of the Florida Bright Futures Scholarship Program, Florida Public Student Assistance Grant Program (FSAG – Public Program), and the Florida Public Postsecondary Career Education Student Assistance Grant Program (FSAG – Career Ed Program) by selected Florida public educational institutions for the fiscal years ended June 30, 2024, and June 30, 2025.

The 12 public universities and 28 public colleges participated in the Bright Futures Scholarship and FSAG – Public Programs. For audit of the Bright Futures Scholarship Program, we selected the 11 public universities and colleges[30] that disbursed, in total, 78 percent of the Program's disbursements for each of the 2023-24 and 2024-25 fiscal years and examined Program records. For audit of the FSAG – Public Program, we selected the 14 public universities and colleges[31] that disbursed, in total, 58 percent and 57 percent of the Program's disbursements for the 2023-24 and 2024-25 fiscal years, respectively, and examined Program records. The 28 public colleges and 30 district school boards (DSBs) participated in the FSAG – Career Ed Program and, for audit testing, we selected the 3 DSBs and 1 public college[32] that disbursed, in total, 27 percent and 28 percent of the Program's disbursements for the 2023-24 and 2024-25 fiscal years, respectively, and examined Program records. To evaluate any corrective actions taken, the applicable institutions[33] with audit findings in our report No. 2024-194, were included in the institutions selected for testing.

We conducted this operational audit from April 2025 through May 2026 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 our audit objectives. We believe that the evidence obtained provides a reasonable basis for our findings and conclusions based on our audit objectives.

The objectives of this operational audit were to:

- Determine the extent to which educational institutions administered Bright Futures Scholarship Program, FSAG – Public Program, and FSAG – Career Ed Program funds in accordance with applicable laws, rules, and other guidelines relating to the programs; properly accounted for funds received and distributed through the programs; maintained and prepared reliable financial records and reports; and safeguarded program assets.
- Determine whether management had taken corrective actions for applicable findings included in our report No. 2024-194.

[30] The 11 selected institutions are identified in ***EXHIBIT A*** to this report.

[31] The 14 selected institutions are identified in ***EXHIBIT B*** to this report.

[32] The 4 selected institutions are identified in ***EXHIBIT C*** to this report

[33] Report No. 2024-194 included findings at the University of South Florida, Pensacola State College, and Eastern Florida State College.

- Identify statutory and fiscal changes that may be recommended to the Legislature pursuant to Section 11.45(7)(h), Florida Statutes.

This audit was designed to identify, for the activities or functions of the Bright Futures Scholarship, FSAG – Public, and FSAG – Career Ed Programs included within the scope of our audit, weaknesses in management's internal controls; instances of noncompliance with applicable laws, rules, regulations, and other guidelines; and instances of inefficient or ineffective operational policies, procedures, or practices. The focus of this audit was to identify problems so that they may be corrected in such a way as to improve government accountability and efficiency and the stewardship of management. Professional judgment has been used in determining significance and audit risk and in selecting the particular transactions, legal compliance matters, records, and controls considered.

As described in more detail below, for the activities and functions of the programs included within the scope of our audit, our audit work included, but was not limited to, communicating to management and those charged with governance the scope, objectives, timing, overall methodology, and reporting of our audit; obtaining an understanding of the programs, activity, or function; identifying and evaluating internal controls significant to our audit objectives; exercising professional judgment in considering significance and audit risk in the design and execution of the research, interviews, tests, analyses, and other procedures included in the audit methodology; obtaining reasonable assurance of the overall sufficiency and appropriateness of the evidence gathered in support of our audit findings and conclusions; and reporting on the results of the audit as required by governing laws and auditing standards.

Our audit included the selection and examination of transactions and records, as well as events and conditions, occurring during the audit period of July 2023 through June 2025, and selected institution actions taken subsequent thereto. Unless otherwise indicated in this report, these records and transactions were not selected with the intent of statistically projecting the results, although we have presented for perspective, where practicable, information concerning relevant population value or size and quantifications relative to the items selected for examination.

An audit by its nature does not include a review of all records and actions of agency management, staff, and vendors and, as a consequence, cannot be relied upon to identify all instances of noncompliance, fraud, waste, abuse, or inefficiency.

In conducting our audit, we:

- From the population of 111,014 and 114,441 students for the 2023-24 and 2024-25 fiscal years, respectively, who attended the 40 public universities and colleges and received $1.1 billion in Bright Futures Scholarship Program awards, chose 6 institutions[34] and examined documentation supporting Program awards made to 60 selected students at those institutions to evaluate institution compliance. Specifically, we evaluated whether applicable institutions complied with Sections 1009.53 through 1009.536, Florida Statutes; State Board of Education (SBE) Rule 6A-20.028, Florida Administrative Code; and the Florida Department of Education (FDOE) Office of Student Financial Assistance *State Scholarship and Grant Programs Policy Manual* by:
    - Properly classifying students by residency, who had earned high school diplomas and were registered for a minimum of 6 credit hours per term.

[34] The 6 institutions included 4 public universities and 2 public colleges.

- Awarding the proper amount for the scholarship type earned.
- Accurately and properly supporting enrolled credit hours shown on the Disbursement Eligibility Reports (DERs) submitted to the FDOE.
- Accurately and properly supporting credit hours earned and the cumulative grade point averages shown on the grade and hours reports submitted to the FDOE.

- From the population of 138,638 students and 133,712 students for the 2023-24 and 2024-25 fiscal years, respectively, who attended the 40 public universities and colleges and received $471.9 million in FSAG – Public Program awards, chose 9 selected institutions[35] and examined documentation supporting Program awards made to 110 selected students at those institutions to evaluate institution compliance. Specifically, we evaluated whether applicable institutions complied with Section 1009.50, Florida Statutes; SBE Rule 6A-20.031, Florida Administrative Code; and FDOE Office of Student Financial Assistance *State Scholarship and Grant Programs Policy Manual* by:
  - Properly classifying the students by residency, who were enrolled in a degree program, registered in a minimum of 6 credit hours per term, and had not earned more than 110 percent of the credit hours required to complete the degree program.
  - Verifying that students demonstrated financial needs by completing the Free Application for Federal Student Aid (FAFSA).
  - Properly awarding amounts, ranging from $200 to the maximum amount established by the respective General Appropriations Act, to students based on their unmet financial needs.
  - Accurately and properly supporting enrolled credit hours shown on the DERs submitted to the FDOE.
  - Accurately and properly supporting credit hours earned and the cumulative grade point averages shown on the grade and hours reports submitted to the FDOE.
  - Accurately reporting unfunded eligible students.
- From the population of 4,193 students and 4,276 students for the 2023-24 and 2024-25 fiscal years, respectively, who attended the 30 participating DSBs and 28 public colleges and received $6.6 million in FSAG – Career Ed Program funds, chose 3 DSBs and 1 public college and examined documentation supporting Program awards to 60 selected students to evaluate institution compliance. Specifically, we evaluated whether applicable institutions complied with Section 1009.505, Florida Statutes; SBE Rule 6A-20.0071, Florida Administrative Code; and FDOE Office of Student Financial Assistance *State Scholarship and Grant Programs Policy Manual* by:
  - Properly classifying students by residency, who were enrolled in a certificate program, were registered in a minimum of 180 clock hours or 6 credits per term, and had not earned more than 110 percent of clock or credit hours required to complete the certificate program.
  - Verifying that the students demonstrated financial needs by completing the FAFSA.
  - Properly awarding amounts, ranging from $200 to the maximum amount established by the respective General Appropriations Act, to students based on their unmet financial needs.
  - Accurately and properly supporting enrolled credit hours shown on the DERs submitted to the FDOE.

[35] The 9 institutions included 5 public universities and 4 public colleges. Four of the 5 public universities and 2 of the 4 public colleges were also selected for Bright Futures Scholarship Program testing.

- Accurately and properly supporting credit hours earned and the cumulative grade point averages shown on the grade and hours reports submitted to the FDOE.

- Examined records for 5 public universities, 9 public colleges, and 3 DSBs selected from the 40 public universities and colleges and 30 participating DSBs to determine whether the applicable institutions complied with Sections 1009.50(4)(d), 1009.505(4)(d), and 1009.53(5)(a), Florida Statutes, by submitting DERs to the FDOE within 30 days after the end of regular registration each term.

- Examined records for 5 public universities, 9 colleges, and 3 DSBs selected from the 40 public universities and colleges and the 30 participating DSBs to determine whether the institutions complied with the FDOE Office of Student Financial Assistance *State Scholarship and Grant Programs Policy Manual* by filing grade and hours reports with the FDOE within 30 days of the last day of classes for the Spring Term or the equivalent.

- Examined records for 4 public universities and 7 colleges selected from the 40 public universities and colleges to determine whether the institutions complied with Section 1009.53(5)(b), Florida Statutes, by refunding undisbursed Bright Futures Scholarship Program funds to the FDOE within 60 days of the last day of regular registration for the Fall and Spring Terms, and within 30 days after the end of the Summer Term.

- Examined records for 4 public universities and 7 colleges selected from the 40 public universities and colleges to determine whether the institutions complied with Section 1009.53(5)(a), Florida Statutes, by refunding to the FDOE within 30 days after the end of each term Bright Futures Scholarship Program funds received for courses dropped by students or courses from which students withdrew after the end of the drop and add period.

- Examined records for 5 public universities and 9 public colleges selected from the 40 public universities and public colleges to determine whether the institutions complied with Section 1009.50(4)(d), Florida Statutes, by refunding undisbursed FSAG – Public Program funds to the FDOE within 60 days of the last day of regular registration for the Spring Term or, if applicable, within 30 days after the end of the Summer Term.

- Examined records for 3 DSBs and 1 public college selected from the 30 participating DSBs and 28 public colleges to determine whether the institutions complied with Section 1009.505(4)(d), Florida Statutes, by refunding undisbursed FSAG – Career Ed Program funds to the FDOE within 60 days of the last day of regular registration for the Spring Term or, if applicable, within 30 days after the end of the Summer Term.

- Examined records for 5 public universities, 10 public colleges, and 3 DSBs selected from the 40 public universities and colleges and 30 participating DSBs to determine whether the institutions, after determining an award overpayment, refunded the overpayment to the FDOE within 60 days in accordance with SBE Rule 6A-20.002(1)(k), Florida Administrative Code, and FDOE Office of Student Financial Assistance *State Scholarship and Grant Programs Policy Manual*.

- Communicated on an interim basis with applicable officials to ensure the timely resolution of issues involving controls and noncompliance.

- Performed various other auditing procedures, including analytical procedures, as necessary, to accomplish the objectives of the audit.

- Prepared and submitted for management response the findings and recommendations that are included in this report and which describe the matters requiring corrective actions. Management's response is included in this report under the heading ***MANAGEMENT'S RESPONSE***.

AUTHORITY

Sections 1009.50(4)(e), 1009.505(4)(e), and 1009.53(5)(c), Florida Statutes, require a periodic audit of the administration of, and accounting of the moneys for, the Florida Public Student Assistance Grant, the Florida Public Postsecondary Career Education Student Assistance Grant, and the Florida Bright Futures Scholarship Programs by Florida's public universities, colleges, and district school boards. Pursuant to the provisions of Section 11.45, Florida Statutes, I have directed that this operational audit report be prepared to present the results of that audit.



Sherrill F. Norman, CPA
Auditor General

EXHIBIT A

SUMMARY OF FLORIDA BRIGHT FUTURES SCHOLARSHIP PROGRAM ADVANCES AND DISBURSEMENTS BY PUBLIC UNIVERSITY AND COLLEGE

FOR THE FISCAL YEAR ENDED JUNE 30, 2024

Institution	Advances [a]	Disbursements [a]			Disbursements Under/(Over) Advances
	From the FDOE	Awards to Students	Refunds to the FDOE	Total Disbursements	
Florida State University	$100,732,980	$100,299,473	$ 387,114	$100,686,587	$ 46,393 [c]
University of Central Florida	116,491,050	116,485,955	1,911	116,487,866	3,184 [c]
University of Florida	151,653,062	149,832,595	1,717,216	151,549,811	103,251 [c]
University of South Florida	61,092,001	60,910,663	181,338	61,092,001	-
Subtotals for 4 Public Universities Audited	**429,969,093**	**427,528,686**	**2,287,579**	**429,816,265**	**152,828**
Other 8 Public Universities [b]	106,262,821	105,517,718	731,119	106,248,837	13,984
Totals for the 12 Public Universities	**536,231,914**	**533,046,404**	**3,018,698**	**536,065,102**	**166,812**
Daytona State College	637,023	630,346	6,370	636,716	307 [c]
Miami Dade College	2,737,129	2,717,795	19,334	2,737,129	-
Pasco-Hernando State College	625,339	608,300	17,039	625,339	-
Pensacola State College	300,265	297,902	2,363	300,265	-
Polk State College	450,411	443,645	6,766	450,411	-
Santa Fe College	3,253,727	3,234,492	19,235	3,253,727	-
South Florida State College	131,518	128,898	2,620	131,518	-
Subtotals for 7 Public Colleges Audited	**8,135,412**	**8,061,378**	**73,727**	**8,135,105**	**307**
Other 21 Public Colleges [b]	17,572,393	17,006,459	562,168	17,568,627	3,766
Totals for the 28 Public Colleges	**25,707,805**	**25,067,837**	**635,895**	**25,703,732**	**4,073**
Totals for the 11 Institutions Audited	**438,104,505**	**435,590,064**	**2,361,306**	**437,951,370**	**153,135**
Totals for Other 29 Institutions	**123,835,214**	**122,524,177**	**1,293,287**	**123,817,464**	**17,750**
Totals for all 40 Institutions	**$561,939,719**	**$558,114,241**	**$3,654,593**	**$561,768,834**	**$170,885**

[a] Amounts reported by institutions for the funding year.

[b] Auditor-compiled information from FDOE end-of-year records.

[c] Amount subsequently refunded to the FDOE for student withdrawals.

SUMMARY OF FLORIDA BRIGHT FUTURES SCHOLARSHIP PROGRAM ADVANCES AND DISBURSEMENTS BY PUBLIC UNIVERSITY AND COLLEGE

FOR THE FISCAL YEAR ENDED JUNE 30, 2025

Institution	Advances [a]	Disbursements [a]			Disbursements Under/(Over) Advances	
	From the FDOE	Awards to Students	Refunds to the FDOE	Total Disbursements		
Florida State University	$102,601,604	$101,990,108	$ 611,336	$102,601,444	$ 160	[c]
University of Central Florida	122,323,305	122,299,245	2,726	122,301,971	21,334	[c]
University of Florida	154,763,660	153,348,038	1,440,639	154,788,677	(25,017)	[d]
University of South Florida	63,933,109	63,756,193	173,264	63,929,457	3,652	[c]
Subtotal for 4 Public Universities Audited	**443,621,678**	**441,393,584**	**2,227,965**	**443,621,549**	**129**	
Other 8 Public Universities [b]	111,237,348	110,349,570	915,307	111,264,877	(27,529)	
Total for the 12 Public Universities	**554,859,026**	**551,743,154**	**3,143,272**	**554,886,426**	**(27,400)**	
Daytona State College	691,963	682,680	9,283	691,963	-	
Miami Dade College	3,041,411	3,037,048	4,363	3,041,411	-	
Pasco-Hernando State College	681,445	672,347	9,098	681,445	-	
Pensacola State College	321,903	316,955	4,948	321,903	-	
Polk State College	509,365	503,074	6,015	509,089	276	[c]
Santa Fe College	4,003,895	3,173,015	830,880	4,003,895	-	
South Florida State College	120,588	119,304	1,284	120,588	-	
Subtotal for 7 Public Colleges Audited	**9,370,570**	**8,504,423**	**865,871**	**9,370,294**	**276**	
Other 21 Public Colleges [b]	19,830,338	18,769,858	1,083,247	19,853,105	(22,767)	
Total for the 28 Public Colleges	**29,200,908**	**27,274,281**	**1,949,118**	**29,223,399**	**(22,491)**	
Total for the 11 Institutions Audited	**452,992,248**	**449,898,007**	**3,093,836**	**452,991,843**	**405**	
Total for the Other 29 Institutions	**131,067,686**	**129,119,428**	**1,998,554**	**131,117,982**	**(50,296)**	
Total for all 40 Institutions	**$584,059,934**	**$579,017,435**	**$5,092,390**	**$584,109,825**	**$(49,891)**	

[a] Amounts reported by institutions for the funding year.
[b] Auditor-compiled information from FDOE end-of-year records.
[c] Amount subsequently refunded to the FDOE for student withdrawals.
[d] Amount represents what the FDOE owed the University due to additional disbursements.
[e] Amount will subsequently be disbursed to students.

EXHIBIT B

SUMMARY OF FLORIDA PUBLIC STUDENT ASSISTANCE GRANT PROGRAM ADVANCES AND DISBURSEMENTS BY PUBLIC UNIVERSITY AND COLLEGE

FOR THE FISCAL YEAR ENDED JUNE 30, 2024

Institution	Advances [a]	Disbursements [a]			Disbursements Under/(Over) Advances
	From the FDOE	Awards to Students	Refunds to the FDOE	Total Disbursements	
Florida International University	$ 24,310,594	$ 24,310,594	$ -	$ 24,310,594	$ -
Florida State University	13,463,646	13,463,646	-	13,463,646	-
University of Central Florida	22,221,647	22,221,647	-	22,221,647	-
University of Florida	15,110,242	15,110,242	-	15,110,242	-
University of South Florida	17,948,365	17,948,365	-	17,948,365	-
Subtotal for 5 Public Universities Audited	**93,054,494**	**93,054,494**	**-**	**93,054,494**	**-**
Other 7 Public Universities [b]	30,387,494	30,387,494	-	30,387,494	-
Total for the 12 Public Universities	**123,441,988**	**123,441,988**	**-**	**123,441,988**	**-**
Broward College	14,616,500	14,616,500	-	14,616,500	-
Daytona State College	2,387,170	2,387,170	-	2,387,170	-
Eastern Florida State College	3,101,023	3,101,023	-	3,101,023	-
Miami Dade College	14,203,944	14,203,944	-	14,203,944	-
Pasco-Hernando State College	1,425,441	1,425,441	-	1,425,441	-
Pensacola State College	3,202,022	3,202,022	-	3,202,022	-
Polk State College	1,980,012	1,980,012	-	1,980,012	-
Santa Fe College	1,835,318	1,834,665	653	1,835,318	-
South Florida State College	324,022	323,959	63	324,022	-
Subtotal for 9 Public Colleges Audited	**43,075,452**	**43,074,736**	**716**	**43,075,452**	**-**
Other 19 Public Colleges [b]	69,630,290	69,544,407	83,800	69,628,207	2,083
Total for the 28 Public Colleges	**112,705,742**	**112,619,143**	**84,516**	**112,703,659**	**2,083**
Total for the 14 Institutions Audited	**136,129,946**	**136,129,230**	**716**	**136,129,946**	**-**
Total for the Other 26 Institutions	**100,017,784**	**99,931,901**	**83,800**	**100,015,701**	**2,083**
Total for all 40 Institutions	**$236,147,730**	**$236,061,131**	**$84,516**	**$236,145,647**	**$2,083**

[a] Amounts reported by institutions for the funding year.
[b] Auditor-compiled information from FDOE end-of-year records.

SUMMARY OF FLORIDA PUBLIC STUDENT ASSISTANCE GRANT PROGRAM ADVANCES AND DISBURSEMENTS BY PUBLIC UNIVERSITY AND COLLEGE

FOR THE FISCAL YEAR ENDED JUNE 30, 2025

Institution	Advances [a]	Disbursements [a]			Disbursements Under/(Over) Advances	
	From the FDOE	Awards to Students	Refunds to the FDOE	Total Disbursements		
Florida International University	$ 24,403,388	$ 24,398,933	$ -	$ 24,398,933	$ 4,455	[c]
Florida State University	13,504,899	13,504,899	-	13,504,899	-	
University of Central Florida	22,319,876	22,319,876	-	22,319,876	-	
University of Florida	15,153,969	15,153,969	-	15,153,969	-	
University of South Florida	18,007,336	18,007,336	-	18,007,336	-	
Subtotal for 5 Public Universities Audited	**93,389,468**	**93,385,013**	**-**	**93,385,013**	**4,455**	
Other 7 Public Universities [b]	30,504,782	30,504,782	-	30,504,782	-	
Total for the 12 Public Universities	**123,894,250**	**123,889,795**	**-**	**123,889,795**	**4,455**	
Broward College	14,663,954	14,663,954	-	14,663,954	-	
Daytona State College	2,395,808	2,395,763	-	2,395,763	45	[c]
Eastern Florida State College	3,112,027	3,112,027	-	3,112,027	-	
Miami Dade College	13,649,904	13,649,904	-	13,649,904	-	
Pasco-Hernando State College	1,440,586	1,440,586	-	1,440,586	-	
Pensacola State College	3,214,369	3,214,369	-	3,214,369	-	
Polk State College	1,987,465	1,714,232	273,233	1,987,465	-	
Santa Fe College	1,840,068	1,666,365	-	1,666,365	173,703	[c]
South Florida State College	325,847	323,154	2,693	325,847	-	
Subtotal for 9 Public Colleges Audited	**42,630,028**	**42,180,354**	**275,926**	**42,456,280**	**173,748**	
Other 19 Public Colleges [b]	69,809,223	69,806,931	662	69,807,593	1,630	
Total for the 28 Public Colleges	**112,439,251**	**111,987,285**	**276,588**	**112,263,873**	**175,378**	
Total for the 14 Institutions Audited	**136,019,496**	**135,565,367**	**275,926**	**135,841,293**	**178,203**	
Total for the Other 26 Institutions	**100,314,005**	**100,311,713**	**662**	**100,312,375**	**1,630**	
Total for all 40 Institutions	**$236,333,501**	**$235,877,080**	**$276,588**	**$236,153,668**	**$179,833**	

[a] Amounts reported by institutions for the funding year.
[b] Auditor-compiled information from FDOE end-of-year records.
[c] Amount will subsequently be disbursed to students.

EXHIBIT C

SUMMARY OF FLORIDA PUBLIC POSTSECONDARY CAREER EDUCATION STUDENT ASSISTANCE GRANT PROGRAM ADVANCES AND DISBURSEMENTS BY EDUCATIONAL ENTITY

FOR THE FISCAL YEAR ENDED JUNE 30, 2024

Institution	Advances [a]	Disbursements [a]			Disbursements Under/(Over) Advances
	From the FDOE	Awards to Students	Refunds to the FDOE	Total Disbursements	
Broward County District School Board	$ 171,623	$ 171,623	$ -	$ 171,623	$ -
Miami-Dade County District School Board	287,023	287,023	-	287,023	-
Orange County District School Board	268,269	268,269	-	268,269	-
Florida Gateway College	174,828	174,828	-	174,828	-
Subtotal for 4 Institutions Audited	**901,743**	**901,743**	-	**901,743**	**-**
Other 54 District School Boards and Public Colleges [b]	2,398,542	2,381,107	14,764	2,395,871	2,671
Total for the 58 Institutions	**$3,300,285**	**$3,282,850**	**$14,764**	**$3,297,614**	**$2,671**

FOR THE FISCAL YEAR ENDED JUNE 30, 2025

Institution	Advances [a]	Disbursements [a]			Disbursements Under/(Over) Advances
	From the FDOE	Awards to Students	Refunds to the FDOE	Total Disbursements	
Broward County District School Board	$ 172,071	$ 172,071	$ -	$ 172,071	$ -
Miami-Dade County District School Board	288,673	288,673	-	288,673	-
Orange County District School Board	270,258	270,258	-	270,258	-
Florida Gateway College	175,618	175,618	-	175,618	-
Subtotal for 4 Institutions Audited	**906,620**	**906,620**	**-**	**906,620**	**-**
Other 54 District School Boards and Public Colleges [b]	2,402,449	2,378,541	20,952	2,399,493	2,956
Total for the 58 Institutions	**$3,309,069**	**$3,285,161**	**$20,952**	**$3,306,113**	**$2,956**

[a] Amounts reported by institutions for the funding year.
[b] Auditor-compiled information from FDOE end-of-year records.

Office of the President

July 24, 2026

Ms. Sherrill F. Norman, CPA
State of Florida Auditor General
Claude Denson Pepper Building, Suite G74
111 West Madison Street
Tallahassee, FL 32399-1450

RE: Daytona State College Operational Audit of Administration of the Florida Bright Futures Scholarship Program and Student Assistance Grant Programs
For the Fiscal Years Ended June 30, 2024 and June 30, 2025

Dear Ms. Norman,

Attached please find the response for Daytona State College to the preliminary and tentative findings in the above referenced audit. The College concurs with the findings and has immediately implemented the correction actions as set forth in the response to comply with the recommendations rendered.

On behalf of Daytona State College, I want to thank Keith Wolfe and his staff for their assistance and the professional manner in which the onsite review was conducted.

Sincerely,

Thomas LoBasso, Ed.D.
President
Daytona State College

Attachment

cc: District Board of Trustees

Daytona State College
1200 W. International Speedway Boulevard / Daytona Beach, Florida 32114
(386) 506-3000 • www.DaytonaState.edu

Finding 1: Florida Public Student Assistance Grant Program Reporting

Finding 1 Summary: Three institutions (Daytona State College, Polk State College, and Santa Fe College) did not always comply with Florida Department of Education (FDOE) guidelines and other requirements governing FSAG – Public Program disbursement reconciliations, student eligibility reporting, and refunds to the FDOE for unused Program funds.

Management's Response: Daytona State College concurs with the audit finding and has corrected the issue. There was significant turnover in key positions within the Financial Aid Services office and a lack of understanding of the state processes and deadlines. However, when the issue was discovered, consultants were contracted to correct Daytona State College's customized process in our student information system. In addition, several other measures were implemented, including hiring a new Executive Director of Financial Aid Services in April 2025, an official State Grant Coordinator in July 2025, and training other Financial Aid team members, on all state programs. The training included reporting and deadline requirements. This will ensure the timeliness of reporting. At the same time, additional reports were created to ensure all information submitted is accurate and reviewed prior to submission. The Executive Director and State Grant Coordinator have worked closely with OSFA to ensure this situation has been rectified. As of the 2025-2026 academic year, Daytona State College is back in compliance with both FDOE guidelines and FSAG rules and regulations.

Finding 3: Disbursement Eligibility Reports

Finding 3 Summary: Four institutions (Daytona State College, Pasco-Hernando State College, Polk State College, and Santa Fe College) did not always comply with State law by timely submitting Disbursement Eligibility Reports (DERs) to the FDOE for FSAG – Public Program and Bright Futures Scholarship Program students. Additionally, Polk State College and Santa Fe College reported inaccurate credit hours on certain DERs and Santa Fe College also inaccurately calculated and disbursed certain Bright Futures Scholarship Program Funds.

Management's Response: Daytona State College concurs with this finding and has corrected the issue. As mentioned in Finding #1, Daytona State College experienced significant turnover of key positions and with it the knowledge transfer did not occur. As soon as the issue was identified, Daytona State College immediately worked with consultants to help update the Disbursement Eligibility Report (DER) custom screen in our student information system. The college hired a new Executive Director of Financial Aid Services in April 2025. In addition, we hired a full-time State Grant Coordinator in July 2025 who has worked diligently to ensure all DER batches have been reported in a timely manner and are accurate. As of the 2025-2026 academic year, Daytona State College is back into compliance with DER reporting.

Superintendent of Schools
Dr. Jose L. Dotres

Miami-Dade County School Board
Mari Tere Rojas, Chair
Monica Colucci, Vice Chair
Roberto J. Alonso
Dr. Dorothy Bendross-Mindingall
Mary Blanco
Danny Espino
Joseph S. Geller
Luisa Santos

July 21, 2026

VIA ELECTRONIC MAIL
flaudgen_audrpt_cc_univ@aud.state.fl.us

Ms. Sherril F. Norman, CPA
Auditor General
Claude Denson Pepper Building, Suite G74
111 West Madison Street
Tallahassee, Florida 32399-1450

Dear Ms. Norman,

Your preliminary and tentative report outlining the audit findings and recommendations for the operational audit of the Administration of the Florida Bright Futures Scholarship Program and Student Assistance Grant Programs by Florida Public Educational Institutions for the Fiscal Years Ending June 30, 2024, and June 30, 2025 has been carefully reviewed by district staff.

As stated in the management's response, the District generally agrees with this finding. To address the recommendation, management has taken corrective measures and ensured their implementation. The following section presents a breakdown of the finding along with the corresponding response and plan for corrective action.

The suggestions for enhancing our effectiveness and efficiency provided by your team and highlighted in this report are well-received and greatly appreciated. We would like to express our gratitude for the proficient and competent way the audit was carried out.

Should you require additional details please contact Mr. Jose Bueno, Chief of Staff, Office of the Superintendent, at 305 995-1450.

Sincerely,

Dr. Jose L. Dotres
Superintendent of Schools

JLD:keh
L0108

Attachment

cc: General Counsel
Chief Auditor
Superintendent's Cabinet
Mr. Rene Mantilla

Preliminary Tentative Report List of Findings/Management Responses

Finding 4: Contrary to State Board of Education rules and FDOE policies, Polk State College and Santa Fe College sometimes submitted grade and hours reports untimely to the FDOE and the reports for FSAG – Public Program and Bright Futures Scholarship students at Santa Fe College and Miami-Dade District School Board occasionally contained inaccuracies.

Recommendation: Polk State and Santa Fe Colleges and Miami-Dade District School Board should enhance procedures to ensure that G&H reports are accurately and timely submitted for all program award recipients. To help staff understand program requirements and promote compliance with G&H report requirements, such enhancements should include effective implementation of IT system modifications to resolve technical issues and appropriate training.

Management's Response: Miami-Dade County Public Schools (M-DCPS) has enhanced Focus, the District's postsecondary student information system, to ensure accurate reporting of clock hours and grade point averages for all program award recipients for both the Florida Student Assistance Grant Programs and Florida Bright Futures Scholarship Program. Financial Aid Officers (FAOs) now have access to the newly developed report, *Financial Aid Attended Hours Report by Term with GPA*, in Focus. The report is programmatically updated to ensure that data is current and accurate. District management has conducted professional learning for all its FAOs and impacted school-site administrators on how to utilize and interpret the report.

July 22, 2026

Ms. Sherrill F. Norman, CPA
Auditor General
State of Florida
Claude Denson Pepper Building, Suite G74
111 West Madison Street
Tallahassee, FL 32399-1450

Dear Ms. Norman:

Thank you for the opportunity to respond to the preliminary and tentative findings contained in the operational audit of the Administration of the Florida Bright Futures Scholarship Program and Student Assistance Grant Programs for the fiscal years ended June 30, 2024, and June 30, 2025.

The following is Pasco-Hernando State College's response to Finding 3 regarding the timely submission of Disbursement Eligibility Reports (DERs).

Finding 3 – Disbursement Eligibility Reports

Pasco-Hernando State College acknowledges the finding regarding the untimely submission of Disbursement Eligibility Reports for certain Bright Futures Scholarship Program and Florida Student Assistance Grant (FSAG) – Public Program recipients during the Fall 2024 and Spring 2025 terms.

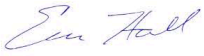
Beginning with the Fall 2024 term (2024-2025 Academic Year), Pasco-Hernando State College implemented Ellucian Banner SaaS as its new Enterprise Resource Planning (ERP) system. At the time of implementation, the functionality and State reporting processes necessary to generate and submit the required DERs were not yet available within the new system. As a result, the College experienced delays while the required reports and processes were developed, tested, and implemented.

The College's Financial Aid and Information Technology Offices worked collaboratively with the system to develop the necessary reporting functionality and establish a reliable process for generating and submitting DERs in accordance with Florida Department of Education requirements. The delayed submissions were administrative in nature and did not impact students' eligibility for awards or result in inaccurate award calculations or disbursements.

Since the development and implementation of the required reports and reporting process, Pasco-Hernando State College has successfully submitted all Disbursement Eligibility Reports for the 2025-2026 Academic Year within the required timeframes. Additionally, the College has enhanced its internal monitoring procedures and staff training to help ensure continued compliance with State reporting requirements.

Pasco-Hernando State College appreciates the Auditor General's recommendation and remains committed to maintaining accurate, timely reporting and full compliance with all applicable statutory and Florida Department of Education requirements.

Sincerely,



Eric Hall, Ed.D.
President

cc: Dennis Feltwell, Ph.D., Vice President of Student Services
Arnold Head, Executive Director of Financial Aid

POLK STATE
Office of
the President

July 21, 2026

Ms. Sherrill F. Norman, CPA
Auditor General
State of Florida
Claude Denson Pepper Building, Suite G74
111 West Madison Street
Tallahassee, Florida 32399-1450

Dear Ms. Norman:

This letter responds to your Office's June 24, 2026, transmittal of preliminary and tentative findings on the Florida Bright Futures Scholarship Program and Florida Student Assistance Grant Programs for fiscal years 2023-24 and 2024-25. Pursuant to Section 11.45(4)(d), Florida Statutes, Polk State College submits this response to Findings 1, 3, and 4, which pertain to the College.

Polk State College concurs with Findings 1, 3, and 4. Our response to each follows:

Finding 1: FSAG – Public Program Reporting (Reconciliation)

College Response:

- Polk State College concurs with this finding.

Explanation:

- At the initial Banner implementation, Student Financial Services lacked the functionality in Banner to identify State aid-eligible students or reconcile FDOE-advanced funds against college disbursements. This gap went unaddressed for a period of time, delaying the awarding and reporting of State aid.

Corrective Action:

- The 2024-25 FSAG – Public Program funds have been fully reconciled with the State, including refund of $273,233 in unused Program funds.
- The 4 students not reported as eligible-but-not-awarded, and the 6 students misreported due to SSN errors, have been corrected in FDOE records.
- Student Financial Services rebuilt certain components of the financial aid module of Banner and worked to build a financial aid dashboard which went live November 27, 2025, fully integrating with Banner. The dashboard includes a dedicated eligible-but-not-awarded report, directly resolving this finding's reporting gap.

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33881-4299
o 863.297.1098
We are Polk.™

Finding 3: Disbursement Eligibility Reports (DERs)

College Response:

- Polk State College concurs with this finding.

Explanation:

- The same Banner gap required DERs to be compiled manually, driving delays. The initial set up in Banner recorded the first date of drop within a term rather than the true last date of drop, resulting in a misstatement of enrolled credit hours on affected DERs.

Corrective Action:

- The 10 students with misreported credit hours have been corrected in FDOE records.
- The financial aid dashboard, live since November 27, 2025, resolved the timeliness gap. The spring 2026 DER was submitted and accepted by OSFA on January 29, 2026, on time and within the 30-day requirement measured from the last date to drop of the term.
- The College has aligned its last date of drop per term with OSFA to reflect the true last date of drop, correcting the prior practice and improving credit-hour accuracy on future DERs.

Finding 4: Grade and Hours (G&H) Reports

College Response:

- Polk State College concurs with this finding.

Explanation:

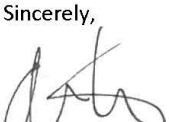
- The same Banner gap extended to G&H reporting, leaving Student Financial Services without a reliable method to compile GPA, credit hours, and degree data within the required timeframe.

Corrective Action:

- The financial aid dashboard also addresses G&H reporting. The 2025-26 G&H report was submitted on time with zero edits.

Polk State College appreciates the opportunity to respond and remains committed to full compliance with Florida Bright Futures. Please contact Cindy Baker, Vice President of Finance or me directly with any questions.

Sincerely,



Anastasios "Stasi" Kamoutsas
President, Polk State College

SANTA FE COLLEGE

Paul Broadie II, Ph.D.

July 24, 2026

Sherrill F. Norman
Auditor General of the State of Florida
Claude Denson Pepper Building, Suite G74
111 West Madison Street
Tallahassee, Florida 32399-1450

Re: Santa Fe College Audit Response

Dear Ms. Norman,

On behalf of Santa Fe College, please see the below response to the preliminary and tentative operational audit findings for the Administration of the Florida Bright Futures Scholarship Program and Student Assistance Grant Programs by Florida Public Educational Institutions for the Fiscal Years Ended June 30, 2024, and June 30, 2025.

The College concurs with the recommendations that pertain to Santa Fe College and appreciates the acknowledgment within the findings that the conditions were primarily caused by technical difficulties associated with the implementation of a new financial aid management software system.

The College implemented the new software system beginning with the 2024-25 award year. Defects and missing functionality in the system's Florida state program processing delayed final disbursement reconciliations, Disbursement Eligibility Reports (DERs), and grade and hours (G&H) reports, and caused the reporting errors described in the findings. Throughout that period, College personnel used manual workarounds to award and disburse state program funds to eligible students. The College has since completed the outstanding reconciliations, corrected the reporting errors identified, and put corrective actions in place with the software system vendor and within College operations, as described in the response to each finding. Additionally, Financial Aid team members receive training on Florida scholarship and grant program reporting requirements. Finally, the Senior Director of Financial Aid monitors state program reconciliation and reporting to ensure the conditions described in this finding do not recur.

Response to Finding 1: Florida Public Student Assistance Grant Program Reporting

The College concurs with the recommendations. Technical difficulties with the new financial aid management software system prevented timely completion and reporting of the 2024-25 final disbursement reconciliation.

The College completed the 2024-25 FSAG Public Program final disbursement reconciliation and reported it to the FDOE on May 29, 2026, reflecting Program disbursements totaling $1,668,975,

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and refunded unused Program funds of $171,093 to the FDOE on June 1, 2026. The difference of approximately $20,000 between College-recorded and FDOE-recorded disbursements was caused by a system error that required manual record corrections at the FDOE Office of Student Financial Assistance, completed in May 2026, and was resolved through the final reconciliation. The FDOE has released the Spring 2026 Program funding allocation of $920,836, and FDOE Office of Student Financial Assistance payment summary records as of July 2026 show Spring 2026 Term disbursements of $1,011,478 to 1,031 funded Program students.

The reporting of eligible but not awarded students for the Spring 2025 Term was affected by the same system difficulties. The College has enhanced its end-of-year reporting procedures to validate the eligible but not awarded population before reporting is submitted to the FDOE.

Various corrective actions were taken and have been implemented, including contract updates with the vendor requiring improvements, the software vendor's correction of a data alignment issue affecting FSAG DER data exchanged with the FDOE Office of Student Financial Assistance, standing meetings among relevant College officials, and adoption of a state programs reconciliation calendar with internal milestone dates. Validation of the system's state file output against the current FDOE file specification is underway.

Response to Finding 2: Bright Futures Scholarship Program Reporting

The College concurs with the recommendations. The delayed reconciliation was caused by the same software system implementation difficulties described in the response to Finding 1. On July 8, 2026, the FDOE Office of Student Financial Assistance confirmed that payment summaries for each 2024-25 term show no outstanding refunds due for the Bright Futures Scholarship Program.

Various corrective actions have been taken and have been implemented, including creation of the state programs reconciliation calendar and standing meetings as described in the response to Finding 1. The College continues to work with the vendor on updates and improvements.

Response to Finding 3: Disbursement Eligibility Reports

The College concurs with the recommendations. Technical difficulties with the financial aid management software system caused the untimely DER submissions.

With respect to award accuracy, a defect in the system's award calculation produced the miscalculated Fall 2024 Term awards identified in the finding. The vendor has corrected the award calculation. As the finding notes, the College resubmitted the DERs for the three students in August 2025 with the correct hours and award payments, and all Bright Futures overpayments and unused funds, including the net overpayment identified in the finding, were returned to the FDOE through the term reconciliations completed in October 2025 and February 2026.

The College has finalized its 2024-25 DER submissions for the Bright Futures and FSAG Public Programs. On July 8, 2026, the FDOE Office of Student Financial Assistance confirmed that Bright Futures DERs are clear for each 2024-25 term.

Office of the President
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352-395-5164 · Fax 352-395-5895 · paul.broadie@sfcollege.edu · sfcollege.edu

Various corrective actions were taken and have been implemented, including implementation of a state programs file validation tool, manual quality review, and vendor validation of state file output against the current FDOE file specification to reduce the risk of future submission errors.

Response to Finding 4: Grade and Hours Reports

The College concurs with the recommendations. The same software system implementation difficulties caused the identified problems with the G&H reports. The College has completed the outstanding 2024-25 G&H reporting, including corrected reporting for the six students identified in the finding. On July 8, 2026, the FDOE Office of Student Financial Assistance verified that all Bright Futures grade and hours for the 2024-25 academic year were reported.

The College also timely transmitted the 2025-26 annual G&H report to the FDOE in June 2026, within the state reporting window. Completeness was verified through supplemental data files and manual review to capture award recipients omitted from system-generated output.

Various corrective actions were taken and have been implemented. System corrections remain in development with the vendor to ensure that all eligible students appear on G&H report output and that prior summer hours are handled correctly so report output is complete and free of duplicates. Until these corrections are completed and validated, the College manually verifies G&H report output against student transcript records before submission to the FDOE.

In closing, the College appreciates the review of our processes. We particularly want to extend our appreciation for the professionalism and cooperation of your staff throughout the process and acknowledge their efforts in working with us to complete the audit engagement.

Sincerely,

Paul Broadie II
President

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3000 Northwest 83rd Street · Gainesville, Florida 32606
352-395-5164 · Fax 352-395-5895 · paul.broadie@sfcollege.edu · sfcollege.edu

SCHOOL BOARD OF BROWARD COUNTY

AUDIT COMMITTEE MEETING

KC WRIGHT ADMINISTRATION CENTER
BOARD ROOM
600 SE 3RD AVENUE
FORT LAUDERDALE, FLORIDA

THURSDAY, OCTOBER 1, 2026
9:34 A.M. - 12:45 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
MS. PHYLLIS SHAW (Teams)
MR. DON GILBERT
MR. ROBERT MAYERSOHN
MR. ANTHONY DE MEO, CPA
MS. MARIAH RABIDEAU
MR. CHRIS UPTON
MR. ANDREW MEDVIN, CPA
MR. LEW NAYLOR
MS. MURIEL THEOPHIN-ATILUS
MR. PETE TINGOM

OFFICE OF THE CHIEF AUDITOR STAFF:

MR. MARK MAGLI, Chief Auditor
MS. NAKIA GOULDBOURNE, Manager, Internal Funds
MS. RAYSA LUGO, Senior Auditor
MR. MERLIN BUTLER, Manager - Property & Inventory
MR. BRYAN ERHARD, System Support Specialist II
MS. OCTAVIA ALLEN HARDAWAY, Clerk Spec C

DISTRICT STAFF:

DR. HOWARD HEPBURN, Superintendent of Schools
MR. ALAN STRAUSS, South Regional Superintendent, Teaching & Learning
DR. VALERIE WANZA, Chief Strategy & Operations Officer
MS. SAEMONE HOLLINGSWORTH, Chief Student Services Officer
MS. DIANE EAGAN, Executive Director, Exceptional Student Education
MS. SUE ROCKELMAN, Executive Director, Talent Management
MS. JACKIE KORALEWICZ, Manager, Talent Acquisition
MR. OMAR SHIM, CFO, Accounting & Financial Reporting (Task Assigned)
DR. FABIAN CONE, Chief Academic Officer
MS. LEYDA SOTOLONGO, Curriculum Supervisor
MS. SONJA COLEY, Executive Director, Office of Capital Programs

INVITED GUESTS:

MR. MATTHEW BLONDELL, CPA, Risk Consulting Director, RSM US LLP
MR. WILLIAM "WEISS" CAMPBELL, Risk Consulting Director, RSM US LLP
MR. TIM BASS, Court Reporter, United Reporting

The following pages are excerpts of the draft minutes of the Audit Committee Meeting of October 1, 2026 that are specifically related to Auditor General - Operational Audit Administration of the Florida Bright Futures Scholarship Program and Florida Student Assistance Grant Programs.

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 November 19, 2026.

of you coming today and sharing all of the information with us.

Okay. We are on Number 13, Administration of the Florida Bright Futures Scholarship Program and Florida Student Assistance Grant Program.

Mark, do you want to --

MR. MAGLI: Yeah, there were no material findings in this report. I only share it because it was sent to us through there and we were included in it. There's certainly takeaways that the district has looked at that has occurred with other institutions. So there's really nothing I can add to that, to be honest. I just wanted to present it to the committee.

MS. FERTIG: Okay. Anybody have any comment?

(No response.)

MS. FERTIG: Is there a motion to transmit?

MR. MAYERSOHN: Motion to transmit.

MS. SHAW: So moved.

MS. FERTIG: All in favor?

COMMITTEE MEMBERS: Aye.

MS. FERTIG: Okay. Motion carries and we are back up -- thank you for being so patient, RSM. We are on the SMART Bond Program Late-Stage Additions Analysis.

Status: ORIGINAL

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

2026-11-10	Regular School Board Meeting
CATEGORY:	F. Financial Management
DEPARTMENT:	Grants Administration

Agenda Item Number:	F-1.
Consent Item:	Consent
Special Order:	NO
Time for Special Order:	

TITLE:

Grant Applications - Pre & Post-Submission

REQUESTED ACTION:

Approve the submission of the following grant applications. The total amount of grant funding associated with this item is $2,594,490. 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 $2,594,490.

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:	Omar Shim	Phone:	754-321-1990

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Senior Leader & Title

Omar Shim, Chief Financial Officer - Task Assigned

Signature

Omar Shim, Chief Financial Officer - Task Assigned Oct 21,

Electronic Signature

Form $4189 Revised 9/26

HH/JJS

Approved in Open Board Meeting On: November 10, 2026

By: _____

School Board Chair

For more information, please contact:

Name: Michael Gregory
Title: Chief Safety and Security Officer
Phone: 754-321-2655

EXECUTIVE SUMMARY

Byrne Discretionary Community Project Grants/Byrne Discretionary Grants Program Grant Application

Board Meeting Date: November 10, 2026

Requested Action
Approve the Byrne Discretionary Community Project Grants/Byrne Discretionary Grants Program 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, the District will receive $1,031,000 in funding for universal prevention, intervention, and mentoring programming to support students.
If the Board Votes "No":	• If this grant application is not approved, the District will lose $1,031,000 in funding for universal prevention, intervention, and mentoring programming to support students.
Alignment to 2027 Strategic Goals and Guardrails	• Guardrail 3: School Support • Guardrail 5: Wellness Support
Measurable Outcome(s)/Return on Investment	• By the end of the grant period, participating students will show measurable gains in violence-prevention knowledge, social-emotional and conflict-resolution skills, school engagement, and positive relationships with law enforcement. Students needing additional support will be connected with appropriate mentoring, behavioral health, prevention, intervention, or recovery services. Progress will be assessed through pre- and post-assessments, participation and referral data, school-based indicators, and, when applicable, juvenile justice outcomes.

Background/History
The District has been awarded the U.S. Department of Justice's Office of Justice Programs Byrne Discretionary Community Project Grants/Byrne Discretionary Grants Program for 2026 through 2030. The grant, over a three-year period, will implement the Youth Empowerment and Safety Initiative (YES Initiative) Project. Led by the BCPS Police Department, in partnership with the School Culture and Student Support Department, the YES Initiative is designed to reduce youth crime and

strengthen community ties through engagement between students and law enforcement in high risk schools. As well as integrating youth-police interactions, job preparedness, and anti-gang activities to steer students towards positive life choices. Programming includes officer-led Gang Resistance Education and Training (G.R.E.A.T.), delivering universal prevention, intervention, and mentoring for students in Kindergarten through 12th grade. For more information, please contact Harvey Jacques, Acting Chief of Police, or Dr. Jodi Washington, Director, School Culture and Student Support.

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 $1,031,000. The source of funds is the U.S. Department of Justice's Office of Justice Programs. There is no additional financial impact to the District.

Grant Budget Impact

Fiscal Year	History of Past Board Action	Date	Funding Source	Amount
FY27	New grant	11/10/2026	U.S. Department of Justice's Office of Justice Programs	$1,031,000
Total Grant Amount				**$1,031,000**

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	At least fifty-nine (59) schools (27 elementary schools, 18 middle schools, 12 high schools, and 2 non-traditional schools) have been identified in the initial review phase and are detailed in a chart in the additional backup section below.

School Selection/Prioritization	School sites were identified through a comprehensive district-wide analysis. Schools will be reviewed each year, over the three year period.
Community / Stakeholder Engagement	N/A
End User Input	N/A
Technology / Capital Expected Lifecycle / Replacement Cycle	N/A

Additional Backup:

ELEMENTARY SCHOOLS (27)	
• Annabel C. Perry PreK-8	• North Andrews Gardens
• Atlantic West	• North Side
• Broadview	• Oakridge
• Coconut Palm	• Oriole
• Coral Cove Academy of the Arts	• Pines Lakes
• Cresthaven	• Pinewood
• Davie	• Plantation
• Deerfield Park	• Rock Island
• Fairway	• Royal Palm
• Fox Trail	• Stirling
• Lauderhill Paul Turner	• Sunshine
• Margate	• Village
• Thurgood Marshall	• Walker
• Morrow	
MIDDLE SCHOOLS (18)	
• Apollo	• New River
• Attucks	• Nova
• Coral Springs	• Parkway
• James S. Rickards	• Plantation
• Lauderdale Lakes	• Sawgrass Springs
• Margate	• Sunrise
• McNicol	• Tequesta Trace
• Millennium 6-12 Collegiate Academy	• Silver Trail
• New Renaissance	• William Dandy
HIGH SCHOOLS (12)	
• Boyd Anderson	• Miramar
• Charles W. Flanagan	• Monarch
• Coral Springs	• Nova
• Hallandale	• South Broward
• Hollywood Hills	• Stranahan High School
• McArthur	• West Broward
NON-TRADITIONAL SCHOOLS (2)	
• Dave Thomas Education Center West (Charles Drew)	• Whiddon-Rogers Education Center

For more information, please contact:

Name: Dr. Angela R. Fulton
Title: Deputy Superintendent
Phone: 754-321-2100

EXECUTIVE SUMMARY

U.S. Department of Labor Supporting Effective Educator Development (SEED) Program Grant Subaward through Florida Atlantic University

Board Meeting Date: November 10, 2026

Requested Action
Approve the post-submission U.S. Department of Labor Supporting Effective Educator Development (SEED) Program Grant application through Florida Atlantic University.

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.

Districtwide Impact/Board Members: District-wide	
School Board Policy Requirement	• N/A
Statutory Requirement	• N/A
If the Board Votes "Yes":	• If this grant application is approved, the District will receive a subaward of $955,840 to provide sustained professional learning, leadership certification, AI and literacy microcredentials, and a registered educator apprenticeship pathway benefiting 18 high-need schools.
If the Board Votes "No":	• If this grant application is not approved, the District will forgo $955,840 and the opportunity to provide sustained professional learning, leadership certification, AI and literacy microcredentials, and a registered educator apprenticeship pathway benefiting 18 high-need schools.
Alignment to 2027 Strategic Goals and Guardrails	• Guardrail 3: School Support
Measurable Outcome(s)/Return on Investment	• By the end of Year 3, the project will support 18 assistant principals, at least 100 educator microcredential participants, and 18 teacher apprentices; target at least 80% participant retention in high-need schools or supporting leadership roles; increase the percentage of students at or above grade level on FAST ELA by at least 5 percentage points; and reduce literacy gaps for English language learners and students with disabilities by at least 3 percentage points.

Background/History
The SEED grant will be used to fund Project LEAP-AI, a collaborative program supporting 18 high-need district schools through leadership development, educator training, responsible AI integration, and an educator apprenticeship pathway. Florida Atlantic University (FAU) will lead grant oversight; Miami Dade College (MDC) will deliver microcredentials and coordinate apprenticeships; Florida Department of Education will provide statewide alignment and numeracy training; an external evaluator will conduct an evaluation; and the District will manage school-based implementation, recruitment, and data coordination. The grant budget includes funding for two grant-funded positions within Leadership Development & Teacher Support to coordinate implementation, manage participant recruitment and support, monitor project activities and deliverables, facilitate partner and school coordination, and support required reporting.

The Supporting Effective Educator Development (SEED) grant is a new, competitive federal grant. SBBC has been subawarded $955,840 over three school years, 2026-2027, 2027-2028, and 2028-2029. Project participants will be recruited from 18 selected high-need schools and will include school leaders, educators, and eligible paraprofessionals participating in the project's leadership-certification, AI and literacy microcredential, and registered educator apprenticeship tracks. The grant will be managed by Leadership Development & Teacher Support. For more information, please contact Jennifer Dale, Director of Leadership Development & Teacher Support.

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 $955,840. The source of funds is the U.S. Department of Labor through Florida Atlantic University. There is a $718,611 match requirement through in-kind support.

Grant Budget Impact

Fiscal Year	History of Past Board Action	Date	Funding Source	Amount
FY27	New grant	11/17/26	U.S. Department of Labor	$955,840
Total Grant Amount				**$955,840**

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	Eighteen high-need SBBC schools will receive coordinated support to improve literacy and numeracy instruction, strengthen school leadership, build educator capacity for responsible AI use, and expand pipelines into hard-to-fill teaching and leadership roles. Participating schools will also receive coaching, professional learning communities, implementation tools, and access to project evaluation and continuous-improvement supports.
School Selection/Prioritization	The 18 participating schools will be selected through a district-led readiness process coordinated with FAU and MDC. Priority factors include literacy achievement gaps based on FAST ELA data, subgroup ELA performance, leadership certification eligibility, school enrollment trends, district-wide representation, AI readiness, and sustainability potential.
Community / Stakeholder Engagement	Teachers, school leaders, families, aspiring educators, community-based organizations, workforce partners, and district partners will provide ongoing input through the LEAP-AI Project Advisory Committee, existing SBBC community forums, school-based parent engagement opportunities, and district parent-engagement structures. Feedback will inform professional learning, coaching, AI guidance, family communication, and continuous improvement.
End User Input	Participating teachers, assistant principals, principals, paraprofessionals, families, and community partners will help refine the pacing, delivery format, classroom relevance, literacy and numeracy supports, and responsible-AI guardrails. Feedback will be reviewed by project leadership, school teams, and the Project Advisory Committee and documented through a "You Said – We Did" report.
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

United States Department of Labor Talent Search Grant Through Broward College

Board Meeting Date: November 10, 2026

Requested Action
Approve the post-submission United States Department of Labor Talent Search Grant through Broward College.

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 2, 3, 5 and 6	
School Board Policy Requirement	• N/A
Statutory Requirement	• N/A
If the Board Votes "Yes":	• If this grant application is approved, the District will receive $477,500 in funding to provide college and career readiness services, academic support, financial aid guidance, career exploration, mentoring, and exposure to postsecondary opportunities.
If the Board Votes "No":	• If this grant application is not approved, the District will lose $477,500 in funding to provide college and career readiness services, academic support, financial aid guidance, career exploration, mentoring, and exposure to postsecondary opportunities.
Alignment to 2027 Strategic Goals and Guardrails	• Goal 4: College and Career Readiness
Measurable Outcome(s)/Return on Investment	• Serve 191 students annually, with targeted outcomes of 98% student persistence, 95% on-time graduation, 50% completion of rigorous coursework, 55% postsecondary enrollment, and 50% postsecondary program completion within six years.

Background/History
Broward College has been awarded a five-year federal Talent Search grant from the United States Department of Labor to implement the REACH Project 2.0 in partnership with the Career, Technical, Adult and Community Education (CTACE) department. The project will serve 191 students annually across middle and high schools, providing academic support, college and career counseling, assistance with college admissions and financial aid, financial literacy education, mentoring, and exposure to postsecondary opportunities. The initiative is designed to increase secondary school persistence and graduation, completion of rigorous coursework, postsecondary enrollment, and postsecondary credential attainment. The participating schools were identified as part of the approved Talent Search project design.

Participating Schools
Boyd Anderson High School
Dillard High 6-12
Miramar High School
Northeast High School
Parkway Middle School
Plantation High 6-12

The United States Department of Labor Talent Search Grant through Broward College is a new grant for the 2026-2027 school year and will run through the 2030-31 school year. The District has been awarded $477,500. The CTACE Department will manage the grant. For more information, please contact Maria D. Formoso, Director of CTACE.

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 $477,500. The source of funds is the United States Department of Labor through Broward College. There is no additional financial impact to the District.

Grant Budget Impact				
Fiscal Year	**History of Past Board Action**	**Date**	**Funding Source**	**Amount**
FY27	New grant	11/10/2026	United States Department of Labor through Broward College	$477,500
Total Grant Amount				**$477,500**

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 project will provide participating students with college and career readiness services, academic support, financial aid guidance, career exploration, mentoring, and exposure to postsecondary opportunities.

School Selection/Prioritization	The participating schools were identified as part of the approved Talent Search project design.
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

National Science Foundation Advanced Technological Education (ATE) Supplemental Grant Through Broward College

Board Meeting Date: November 10, 2026

Requested Action
Approve the post-submission National Science Foundation Advanced Technological Education (ATE) Supplemental Grant through Broward College.

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, the District will receive $56,000 in funding to expand artificial intelligence (AI) education pathways, support dual enrollment opportunities, and provide industry certification preparation.
If the Board Votes "No":	• If this grant application is not approved, the District will lose $56,000 in funding to support AI education pathways, dual enrollment expansion, industry certification preparation, and career readiness opportunities for students.
Alignment to 2027 Strategic Goals and Guardrails	• Goal 4: College and Career Readiness
Measurable Outcome(s)/Return on Investment	• Support implementation of an AI-focused dual enrollment pathway serving 60-80 students, facilitate industry certifications for 80-100 students, and provide mentorship and project-based learning opportunities for participating students through AI-related experiential learning activities.

Background/History
Broward College (BC) received supplemental funding under the National Science Foundation Advanced Technological Education (ATE) grant for the *Developing the Blue-Collar AI Workforce* program. The supplemental grant will expand existing collaborations between Broward College and the District to strengthen artificial intelligence education and workforce pathways for students. Project activities include collaboration between Broward College faculty and BCPS teachers, development of a dual enrollment pathway in Computer and Internet Literacy and Introduction to Computer Programming, industry certification preparation bootcamps, mentorship opportunities, hackathon participation, and exposure to postsecondary AI programs and careers. Participating schools will be identified through collaboration between Broward

College and the District as part of the approved project design. The project is designed to strengthen alignment between secondary and postsecondary AI programs, increase student access to industry-recognized credentials, expand dual enrollment opportunities, and support pathways into Broward College's Applied AI degree program and emerging AI careers.

The National Science Foundation Advanced Technological Education Supplemental Grant through Broward College is a new grant supporting activities over a two-year period starting in the 2026-27 school year. The District has been awarded $56,000. The Career, Technical, Adult and Community Education (CTACE) Department will manage the grant. For more information, please contact Maria D. Formoso, Director of CTACE.

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 $56,000. The source of funds is the United States Department of Labor through Broward College. There is no additional financial impact to the District.

Grant Budget Impact

Fiscal Year	History of Past Board Action	Date	Funding Source	Amount
FY27	New grant	11/10/2026	United States Department of Labor through Broward College	$56,000
Total Grant Amount				**$56,000**

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	The project will provide expanded AI education opportunities through dual enrollment coursework, industry certification preparation, mentorship activities, hackathons, college campus experiences, and career exposure activities designed to strengthen student readiness for postsecondary education and high-demand technology careers.

School Selection/Prioritization	Participating schools will be identified through collaboration between Broward College and BCPS as part of the approved project design.
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 Department of Education Pathways to Career Opportunities Grant - Grow Your Own Teacher Apprenticeship Program Subrecipient Award Through Miami Dade College

Board Meeting Date: November 10, 2026

Requested Action
Approve the post-submission Florida Department of Education Pathways to Career Opportunities Grant - Grow Your Own Teacher Apprenticeship Program Subrecipient Award through Miami Dade College.

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, the District will receive $50,000 in subrecipient funding to support personnel, instructional materials, and supplies for the development, facilitation, and sustainability of the Teacher Apprenticeship Program.
If the Board Votes "No":	• If this grant application is not approved, the District will lose the opportunity to receive $50,000 in subrecipient funding for the Teacher Apprenticeship Program.
Alignment to 2027 Strategic Goals and Guardrails	• Guardrail 3: School Support
Measurable Outcome(s)/Return on Investment	• The award will strengthen SBBC participation in an earn-while-you-learn teacher preparation pathway by supporting apprentice recruitment, retention, and completion activities.

Background/History
Miami Dade College has been awarded the Pathways to Career Opportunities Grant - Grow Your Own Teacher Apprenticeship grant from the Florida Department of Education. The District will receive a $50,000 subrecipient award to support personnel, instructional materials, and supplies for the development, facilitation, and sustainability of the Teacher Apprenticeship Program. The grant will allow for expanded teacher recruitment, retention, and completion activities for teacher apprentices.

The Pathways to Career Opportunities Grant - Grow Your Own Teacher Apprenticeship Program is a competitive grant for the 2026-2027 project year. Miami Dade College will provide the District with $50,000 through a subrecipient grant. The Leadership Development & Teacher Support Department will manage the grant. For more information, please contact Jennifer Dale, Director of Leadership Development & Teacher Support.

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 $50,000. The source of funds is the Florida Department of Education through Miami Dade College. There is no additional financial impact to the District.

Grant Budget Impact

Fiscal Year	History of Past Board Action	Date	Funding Source	Amount
FY27	New grant	11/10/2026	Florida Department of Education through Miami Dade College	$50,000
Total Grant Amount				**$50,000**

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	District schools will benefit from a strengthened pipeline of teacher apprentices and from program activities supporting recruitment, retention, and completion.
School Selection/Prioritization	The participating schools were identified as part of the approved project design.
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

Seminole Coconut Creek Education Foundation Math and Reading Tutoring Grant Application

Board Meeting Date: November 10, 2026

Requested Action
Approve the post-submission Seminole Coconut Creek Education Foundation Math and Reading Tutoring 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, Lyons Creek Middle School will receive $13,650 in funding to support the school's math and reading program.
If the Board Votes "No":	• If this grant application is not approved, Lyons Creek Middle School will lose $13,650 in funding to support the school's math and reading program.
Alignment to 2027 Strategic Goals and Guardrails	• Guardrail 3: School Support
Measurable Outcome(s)/Return on Investment	• Student education outcomes improve through face-to-face tutoring in math and reading.

Background/History
Lyons Creek Middle School was awarded funding to support face-to-face tutoring for middle school students in reading and mathematics during the 2026-27 first semester. Grant funds will help offer reading and mathematics tutoring during the school day and through Saturday School, supplementing existing tutoring initiatives and covering instructional hours rather than planning or administrative costs. Additional academic support is intended to improve student educational outcomes in reading and mathematics.

The Seminole Coconut Creek Education Foundation Math and Reading Tutoring Grant is a new grant for the 2026-2027 school year. Schools located in the City of Coconut Creek who are invited by the Foundation to apply are eligible for the grant. Lyons Creek Middle School has been awarded $13,650 in funding. This grant will be managed by the school. For more information, please contact Leena Itty, Principal of Lyons Creek Middle 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 $13,650. The source of funds is the Seminole Coconut Creek Education Foundation. There is no additional financial impact to the District.

Grant Budget Impact

Fiscal Year	History of Past Board Action	Date	Funding Source	Amount
FY27	New grant	11/10/2026	Seminole Coconut Creek Education Foundation	$13,650
Total Grant Amount				**$13,650**

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	Lyons Creek Middle School will be positively impacted with additional funds for their music program.
School Selection/Prioritization	Schools located in the City of Coconut Creek who are invited by the Foundation to apply are eligible 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

Florida Power & Light Company Innovation Grant Application

Board Meeting Date: November 10, 2026

Requested Action
Approve the post-submission Florida Power & Light Company Innovation 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 4	
School Board Policy Requirement	• N/A
Statutory Requirement	• N/A
If the Board Votes "Yes":	• If this grant application is approved, Millennium 6-12 Collegiate Academy will receive $5,000 in funding to support the school's STEM pathway.
If the Board Votes "No":	• If this grant application is not approved, Millennium 6-12 Collegiate Academy will lose $5,000 in funding to support the school's STEM pathway.
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 STEM pathway.

Background/History
Millennium 6-12 Collegiate Academy was awarded funding to support hands-on learning experiences through the school's STEM pathway. The funding will provide 3D printing technology to enhance the school's proposed Quantum Leap Lab: A Progressive Ecosystem for Trendsetters, an initiative designed to expand experiential STEM learning and help students develop collaboration, communication, critical thinking, computational thinking, and problem-solving skills. Through access to innovative technology and real-world learning experiences, the initiative will strengthen students' STEM skills and support preparation for emerging fields in Computer Science.

The Florida Power & Light Company Innovation Grant is a new grant for the 2026-2027 school year. Ten schools that applied for the 2026 FPL Classroom Makeover Grant were selected to receive this surprise grant. Millennium 6-12 Collegiate Academy has been awarded $5,000 in funding. This grant will be managed by the school. For more information, please contact Dr. Gastride Harigan, Principal of Millennium 6-12 Collegiate Academy.

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 $2,398. The source of funds is the Florida Power & Light Company. There is no additional financial impact to the District.

Grant Budget Impact

Fiscal Year	History of Past Board Action	Date	Funding Source	Amount
FY27	New grant	11/10/2026	Florida Power & Light Company	$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	Millennium 6-12 Collegiate Academy will be positively impacted with additional funds for their STEM pathway.
School Selection/Prioritization	NextEra Energy Foundation selected 10 schools that applied for the 2026 FPL Classroom Makeover Grant for this surprise 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

Florida Section American Water Resources J.B. Butler Science Grant Application

Board Meeting Date: November 10, 2026

Requested Action
Approve the post-submission Florida Section American Water Resources J.B. Butler Science 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, Lloyd Estates Elementary School will receive $2,000 in funding to support the school's science garden.
If the Board Votes "No":	• If this grant application is not approved, Lloyd Estates Elementary School will lose $2,000 in funding to support the school's science garden.
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 community garden.

Background/History
Lloyd Estates Elementary School was awarded funding to support the school's science garden. Grant funds will be used to establish a sustainable outdoor learning garden with 10-11 raised beds and to support hands-on science instruction focused on water resources, ecosystems, and environmental sustainability. 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 Florida Section American Water Resources J.B. Butler Science Grant is a new grant for the 2026-2027 school year. PreK-12 educators and environmental education centers were eligible to apply. Lloyd Estates Elementary School has been awarded $2,000 in funding. This grant will be managed by the school. For more information, please contact Shawn Allen, Principal of Lloyd Estates 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 $2,000. The source of funds is the Florida Section American Water Resources. There is no additional financial impact to the District.

Grant Budget Impact

Fiscal Year	History of Past Board Action	Date	Funding Source	Amount
FY27	New grant	11/10/2026	Florida Section American Water Resources	$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	Lloyd Estates Elementary School will be positively impacted with additional funds for their science garde.
School Selection/Prioritization	PreK-12 educators and environmental education centers 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

Fort Lauderdale Garden Club's Gardens in Community Schools Grant Application

Board Meeting Date: November 10, 2026

Requested Action
Approve the post-submission Fort Lauderdale Garden Club's Gardens in Community Schools 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, New River Middle School will receive $1,000 in funding to support the school's garden.
If the Board Votes "No":	• If this grant application is not approved, New River Middle School will lose $1,000 in funding to support the school's garden.
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 community garden.

Background/History
New River Middle School was awarded funding to support its Eco-Sharks Food Forest and Water-Wise Garden. Grant funds will be used to transform four existing raised garden beds into productive spaces for growing vegetables, herbs, and other edible plants, while incorporating sustainable gardening and water-conservation practices. The garden will serve as an outdoor learning environment where students in grades 6 through 8 can explore agriculture, nutrition, STEM concepts, biodiversity, and environmental stewardship through hands-on, project-based activities.

The Fort Lauderdale Garden Club's Gardens in Community Schools Grant is a new grant for the 2026-2027 school year. All Broward County schools were eligible to apply. New River Middle School has been awarded $1,000 in funding. This grant will be managed by the school. For more information, please contact Lezondra Harris, Principal of New River Middle 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 Fort Lauderdale Garden Club. There is no additional financial impact to the District.

Grant Budget Impact

Fiscal Year	History of Past Board Action	Date	Funding Source	Amount
FY27	New grant	11/10/2026	Fort Lauderdale Garden Club	$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	New River Middle School will be positively impacted with additional funds for their garden program.
School Selection/Prioritization	All Broward County schools 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

Fort Lauderdale Garden Club's Gardens in Community Schools Grant Application

Board Meeting Date: November 10, 2026

Requested Action
Approve the post-submission Fort Lauderdale Garden Club's Gardens in Community Schools 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 4	
School Board Policy Requirement	• N/A
Statutory Requirement	• N/A
If the Board Votes "Yes":	• If this grant application is approved, Silver Lakes Middle School will receive $1,000 in funding to support the school's garden.
If the Board Votes "No":	• If this grant application is not approved, Silver Lakes Middle School will lose $1,000 in funding to support the school's garden.
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 community garden.

Background/History
Silver Lakes Middle School was awarded funding to expand the school's Native Florida Plant Garden. Grant funds will support the purchase of native Florida plants, soil enrichment, decorative stones, gloves, and garden tools to revitalize and expand the existing garden. Students in grades 6–8 will participate in designing, planting, and maintaining the garden, which will serve as an interdisciplinary learning space supporting STEM education, environmental stewardship, sustainability, and creative learning. Through hands-on activities, students will study native Florida plants, participate in composting and water conservation efforts, document the garden's development through multimedia projects, and help maintain the space through the school's Green Team and gardening club. The project will enhance the campus while providing students with meaningful learning experiences and strengthening their connection to Florida's natural environment.

The Fort Lauderdale Garden Club's Gardens in Community Schools Grant is a new grant for the 2026-2027 school year. All Broward County schools were eligible to apply. Silver Lakes Middle School has been awarded $1,000 in funding. This grant will be managed by the school. For more information, please contact Errol Evans, Principal of Silver Lakes Middle 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 Fort Lauderdale Garden Club. There is no additional financial impact to the District.

Grant Budget Impact

Fiscal Year	History of Past Board Action	Date	Funding Source	Amount
FY27	New grant	11/10/2026	Fort Lauderdale Garden Club	$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	Silver Lakes Middle School will be positively impacted with additional funds for their garden program.
School Selection/Prioritization	All Broward County schools 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

Coral Springs Coconut Creek Regional Chamber of Commerce Education Foundation Micro Grant Application

Board Meeting Date: November 10, 2026

Requested Action
Approve the post-submission Coral Springs Coconut Creek Regional Chamber of Commerce Education Foundation Micro 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, Winston Park Elementary School will receive $500 in funding to support the school's robotics program.
If the Board Votes "No":	• If this grant application is not approved, Winston Park Elementary School will lose $500 in funding to support the school's robotics program.
Alignment to 2027 Strategic Goals and Guardrails	• Guardrail 3: School Support
Measurable Outcome(s)/Return on Investment	• Expand hands-on learning experiences through the school's robotics program.

Background/History
Winston Park Elementary School was awarded funding to support the project, First Grade Robotics Lab: Learning Through Motorized LEGO Creations. Grant funds will be used to purchase materials and supplies for the robotics lab to support hands-on learning experiences using motorized LEGO creations. The project is designed to provide first-grade students with engaging opportunities to explore robotics and strengthen their learning through interactive classroom activities. 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 Coral Springs Coconut Creek Regional Chamber of Commerce Education Foundation Micro Grant is a new grant for the 2026-2027 school year. All Coral Springs and Coconut Creek schools were eligible to apply. Winston Park Elementary School has been awarded $500 in funding. This grant will be managed by the school. For more information, please contact Devon O'Neal, Principal of Winston Park 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 $500. The source of funds is the Coral Springs Coconut Creek Regional Chamber of Commerce Education Foundation. There is no additional financial impact to the District.

Grant Budget Impact				
Fiscal Year	**History of Past Board Action**	**Date**	**Funding Source**	**Amount**
FY27	New grant	11/10/2026	Coral Springs Coconut Creek Regional Chamber of Commerce Education Foundation	$500
Total Grant Amount				**$500**

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	Winston Park Elementary School will be positively impacted with additional funds for their robotics program.
School Selection/Prioritization	All Coral Springs and Coconut Creek schools 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

2026 Sigma Alpha Iota Music Education Grant Application

Board Meeting Date: November 10, 2026

Requested Action
Approve the post-submission 2026 Sigma Alpha Iota Music Education 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, Oakridge Elementary School will receive $500 in funding to support the school's music program.
If the Board Votes "No":	• If this grant application is not approved, Oakridge Elementary School will lose $500 in funding to support the school's music program.
Alignment to 2027 Strategic Goals and Guardrails	• Guardrail 3: School Support
Measurable Outcome(s)/Return on Investment	• Provide additional instruments to enhance the school's music program.

Background/History
Oakridge Elementary School was awarded funding to enhance its music program, which serves 417 students in Pre-K through fifth grade, including students in specialized programs. Grant funds will support the repair of a keyboard in the school's piano lab to maintain access to hands-on keyboard instruction and the purchase of three Kahua soprano ukuleles to expand opportunities for instrumental, small-group, and ensemble-based learning. The additional instruments and restored equipment will provide students with greater opportunities for active music-making while strengthening musical literacy, fine motor skills, collaboration, creativity, self-confidence, and engagement across grade levels.

The 2026 Sigma Alpha Iota Music Education Grant is a new grant for the 2026-2027 school year. All elementary or middle school teachers were eligible to apply. Oakridge Elementary School has been awarded $500 in funding. This grant will be managed by the school. For more information, please contact Te'Anka Pinder, Principal of Oakridge 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 $500. The source of funds is the Ft. Lauderdale Alumnae Chapter of Sigma Alpha Iota. There is no additional financial impact to the District.

Grant Budget Impact

Fiscal Year	History of Past Board Action	Date	Funding Source	Amount
FY27	New grant	11/10/2026	Ft. Lauderdale Alumnae Chapter of Sigma Alpha Iota	$500
Total Grant Amount				**$500**

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	Oakridge Elementary School will be positively impacted with additional funds for their music program.
School Selection/Prioritization	All elementary or middle school teachers 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

Florida Farm Bureau Federation Classroom Mini-Grant Application

Board Meeting Date: November 10, 2026

Requested Action
Approve the post-submission Florida Farm Bureau Federation Classroom Mini-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 6	
School Board Policy Requirement	• N/A
Statutory Requirement	• N/A
If the Board Votes "Yes":	• If this grant application is approved, Central Park Elementary School will receive $250 in funding to support the school's garden.
If the Board Votes "No":	• If this grant application is not approved, Central Park Elementary School will lose $250 in funding to support the school's garden.
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 community garden.

Background/History
Central Park Elementary School was awarded funding to support the Growing Good: From Garden to Table – A Hands-On Agricultural Learning Garden project. The grant will support expansion of the school's learning garden through the purchase of tomato and native pollinator plants, garden soil and compost, tomato cages, a wheelbarrow, and secure outdoor storage for gardening tools. These resources will enhance the garden as an outdoor agricultural classroom, providing more than 700 students in grades K–5 with hands-on opportunities to explore plant cultivation, pollinators, sustainable gardening, food systems, environmental stewardship, science, and mathematics.

The Florida Farm Bureau Federation Classroom Mini-Grant is a new grant for the 2026-2027 school year. All elementary, middle, high and center schools located in Florida were eligible to apply. Central Park Elementary School has been awarded $250 in funding. This grant will be managed by the school. For more information, please contact Lori Turner, Principal of Central Park 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 $250. The source of funds is the Florida Farm Bureau Federation. There is no additional financial impact to the District.

Grant Budget Impact

Fiscal Year	History of Past Board Action	Date	Funding Source	Amount
FY27	New grant	11/10/2026	Florida Farm Bureau Federation	$250
Total Grant Amount				**$250**

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	Central Park Elementary School will be positively impacted with additional funds for their garden.
School Selection/Prioritization	All elementary, middle, high and center schools located in Florida 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

Florida Farm Bureau Federation Classroom Mini-Grant Application

Board Meeting Date: November 10, 2026

Requested Action
Approve the post-submission Florida Farm Bureau Federation Classroom Mini-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 $250 in funding to support the school's garden.
If the Board Votes "No":	• If this grant application is not approved, Hallandale High School will lose $250 in funding to support the school's garden.
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 community garden.

Background/History
Hallandale High School was awarded funding to support Roots & Reasons: Understanding Florida Agriculture Through The Layered Effect, an interdisciplinary initiative that will transform the school garden into a living classroom. Grant funds will provide reusable instructional resources, interactive garden learning stations, student investigation materials, and native Florida and pollinator-friendly plants to help students explore the connections among agriculture, science, history, literacy, the arts, environmental stewardship, and media literacy. Through hands-on investigations, reflection, and a culminating showcase, students will strengthen their agricultural literacy, critical-thinking skills, and understanding of Florida agriculture's influence on the state's history, economy, environment, and communities. 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 Florida Farm Bureau Federation Classroom Mini-Grant is a new grant for the 2026-2027 school year. All elementary, middle, high and center schools located in Florida were eligible to apply. Hallandale High School has been awarded $250 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 $250. The source of funds is the Florida Farm Bureau Federation. There is no additional financial impact to the District.

Grant Budget Impact

Fiscal Year	History of Past Board Action	Date	Funding Source	Amount
FY27	New grant	11/10/2026	Florida Farm Bureau Federation	$250
Total Grant Amount				**$250**

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 garden.
School Selection/Prioritization	All elementary, middle, high and center schools located in Florida 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

Status: ORIGINAL

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

2026-11-10	Regular School Board Meeting
CATEGORY:	F. Financial Management
DEPARTMENT:	Accounting & Financial Reporting

Agenda Item Number:	F-2.
Consent Item:	Consent
Special Order:	NO
Time for Special Order:	

TITLE:

Surplus of Tangible Personal Property for the Period Ended September 30, 2026

REQUESTED ACTION:

Approve the Surplus of Tangible Personal Property for the Period Ended September 30, 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 September 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:	Omar Shim	Phone:	754-321-1990
Name:	Carlos Gomez	Phone:	754-321-2270

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Senior Leader & Title

Omar Shim, Chief Financial Officer - Task Assigned

Signature

Omar Shim, Chief Financial Officer - Task Assigned Oct 16,

Electronic Signature

Form $4189 Revised 9/26

HH/JJS

Approved in Open Board Meeting On: November 10, 2026

By: _____

School Board Chair

For more information, please contact:

Name: Omar Shim
Title: Chief Financial Officer, Task Assigned
Phone: 754-321-1990

EXECUTIVE SUMMARY

Surplus of Tangible Personal Property for the Period Ended September 30, 2026

Board Meeting Date: November 10, 2026

Requested Action: Approve the Surplus of Tangible Personal Property for the Period Ended September 30, 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 follow 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 September 30, 2026, with a net book value of $798.05. The net book value is an accounting term used to describe the cost of an asset, less accumulated depreciation or amortization. Items recommended for 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, 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)
FY27	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**	
FY28	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 : September 30, 2026

BPI NUMBER	ASSET NUMBER	ITEM DESCRIPTION	SERIAL NUMBER	# OF UNITS	DATE OF ACQUISITION	ACQUISITION VALUE	CLASS CODE	LOC #	DATE OF SURPLUS	CONDITION	AGE IN YEARS	ESTIMATED USEFUL LIFE	ACCUMULATED DEPRECIATION	NET BOOK VALUE
01-17077	200000000090	PACER, LARGE	20010911AD	1	2/28/2001	1,085.00	020A	1021	9/30/2026	G	26	10	(1,085.00)	-
06-07301	830000000260	PACER, LARGE	20051005AM	1	11/29/2005	2,105.25	083A	1021	9/30/2026	T	21	10	(2,105.25)	-
06-10124	830000000293	SUPINE STANDER 51	20051223AA	1	2/15/2006	1,714.50	083A	1021	9/30/2026	T	21	10	(1,714.50)	-
07-28931	830000000089	51" SUPINE BOARD	20070608AB	1	7/18/2007	2,210.00	083A	1021	9/30/2026	T	19	10	(2,210.00)	-
09-11046	830000000241	EASY STAND EVOLV ADULT	V4012312013	1	3/5/2009	2,775.00	083A	1021	9/30/2026	T	18	10	(2,775.00)	-
10-05307	830000000333	E931 - SMALL PRONE STANDER (CHA)	20100517AB	1	6/2/2010	1,400.00	083A	1021	9/30/2026	T	16	10	(1,400.00)	-
12-01507	830000000408	Activity Chair Medium R840	20110913AA	1	10/3/2011	1,642.50	083A	1021	9/30/2026	T	15	10	(1,642.50)	-
12-01509	830000000409	Large Pacer Gait Trainer K503	K503 20110908AH	1	10/3/2011	1,953.75	083A	1021	9/30/2026	T	15	10	(1,953.75)	-
12-02949	830000000474	CHAIR, RIFTON 870 RED ACTIVITY	20120214AA	1	2/23/2012	2,947.50	083A	1021	9/30/2026	T	15	10	(2,947.50)	-
15-01973	040000000096	HARDROCK CHAIR	0108883-3-1	1	9/29/2014	3,995.00	004A	1021	9/30/2026	T	12	10	(3,995.00)	-
A06-84536	830000000813	STANDER SUPINE LARGE	20051226AA	1	12/31/2005	1,528.00	083A	1021	9/30/2026	T	21	10	(1,528.00)	-
R02-83470	830000000428	RIFTON, SUPINE BOARD	20020524AA	1	12/15/2001	1,000.00	083A	1021	9/30/2026	T	25	10	(1,000.00)	-
14-05204	040000000079	TILT IN SPACE HI-LO BASE CHAIR-R883	R870 20140424AB	1	5/2/2014	1,650.00	004A	1021	9/30/2026	T	12	10	(1,650.00)	-
10-80674	830000000351	Heartstart FRX Defibrillator	B10F00613	1	6/29/2010	1,310.86	083A	9624	9/30/2026	T	16	10	(1,310.86)	-
10-80668	830000000345	Heartstart FRX Defibrillator	B10F01165	1	6/29/2010	1,310.86	083A	9624	9/30/2026	T	16	10	(1,310.86)	-
10-80685	830000000362	Heartstart FRX Defibrillator	B10F00620	1	6/29/2010	1,310.86	083A	9624	9/30/2026	T	16	10	(1,310.86)	-
09-81703	830000000267	AED MACHINE	B09C01791	1	4/14/2009	1,095.00	083A	9624	9/30/2026	T	17	10	(1,095.00)	-
10-80678	830000000355	Heartstart FRX Defibrillator	B10F00839	1	6/29/2010	1,310.86	083A	9624	9/30/2026	T	16	10	(1,310.86)	-
09-81707	830000000271	AED MACHINE	B07E02015	1	4/14/2009	1,095.00	083A	9624	9/30/2026	T	17	10	(1,095.00)	-
10-80671	830000000348	Heartstart FRX Defibrillator	B10F01357	1	6/29/2010	1,310.86	083A	9624	9/30/2026	T	16	10	(1,310.86)	-
09-81719	830000000283	AED MACHINE	B07I00075	1	4/14/2009	1,095.00	083A	9624	9/30/2026	T	17	10	(1,095.00)	-
10-80669	830000000346	Heartstart FRX Defibrillator	B10F00536	1	6/29/2010	1,310.86	083A	9624	9/30/2026	T	16	10	(1,310.86)	-
10-80684	830000000361	Heartstart FRX Defibrillator	B10F01176	1	6/29/2010	1,310.86	083A	9624	9/30/2026	T	16	10	(1,310.86)	-
10-80686	830000000363	Heartstart FRX Defibrillator	B10F01016	1	6/29/2010	1,310.86	083A	9624	9/30/2026	T	16	10	(1,310.86)	-
10-80672	830000000349	Heartstart FRX Defibrillator	B10F00628	1	6/29/2010	1,310.86	083A	9624	9/30/2026	T	16	10	(1,310.86)	-
10-80677	830000000354	Heartstart FRX Defibrillator	B15L-02165	1	6/29/2010	1,310.86	083A	9624	9/30/2026	T	16	10	(1,310.86)	-
10-80691	830000000368	Heartstart FRX Defibrillator	B10F01342	1	6/29/2010	1,310.86	083A	9624	9/30/2026	T	16	10	(1,310.86)	-
09-81708	830000000272	AED MACHINE	B06K01894	1	4/14/2009	1,095.00	083A	9624	9/30/2026	T	17	10	(1,095.00)	-
09-81710	830000000274	AED MACHINE	B07L01140	1	4/14/2009	1,095.00	083A	9624	9/30/2026	T	17	10	(1,095.00)	-
09-81715	830000000279	DEFIBRILLATOR, PHILIPS HEARTSTART FRX	B08D00794	1	4/14/2009	1,095.00	083A	9624	9/30/2026	T	17	10	(1,095.00)	-
09-81725	830000000289	AED MACHINE	B09C01568	1	4/14/2009	1,245.00	083A	9624	9/30/2026	T	17	10	(1,245.00)	-
10-80687	830000000364	Heartstart FRX Defibrillator	B10F00631	1	6/29/2010	1,310.86	083A	9624	9/30/2026	T	16	10	(1,310.86)	-
09-81714	830000000278	AED MACHINE	B08D00592	1	4/14/2009	1,095.00	083A	9624	9/30/2026	T	17	10	(1,095.00)	-
10-04002	830000000322	HEARTSTART FRx DEFIBRILLATOR	B10B-03336	1	3/26/2010	1,310.86	083A	9624	9/30/2026	T	17	10	(1,310.86)	-
09-81727	830000000291	AED MACHINE	B09C01564	1	4/14/2009	1,245.00	083A	9624	9/30/2026	T	17	10	(1,245.00)	-
09-81717	830000000281	AED MACHINE	B06K01390	1	4/14/2009	1,095.00	083A	9624	9/30/2026	T	17	10	(1,095.00)	-
09-81706	830000000270	DEFIBRILLATOR, PHILIPS HEARTSTART FRX	B07I00120	1	4/14/2009	1,095.00	083A	9624	9/30/2026	T	17	10	(1,095.00)	-
10-80689	830000000366	Heartstart FRX Defibrillator	B10F00730	1	6/29/2010	1,310.86	083A	9624	9/30/2026	T	16	10	(1,310.86)	-
10-80688	830000000365	Heartstart FRX Defibrillator	B10F00626	1	6/29/2010	1,310.86	083A	9624	9/30/2026	T	16	10	(1,310.86)	-
10-80680	830000000357	Heartstart FRX Defibrillator	B10F00624	1	6/29/2010	1,310.86	083A	9624	9/30/2026	T	16	10	(1,310.86)	-
10-80676	830000000353	Heartstart FRX Defibrillator	B10F00531	1	6/29/2010	1,310.86	083A	9624	9/30/2026	T	16	10	(1,310.86)	-
09-81712	830000000276	AED MACHINE	B07L01626	1	4/14/2009	1,095.00	083A	9624	9/30/2026	T	17	10	(1,095.00)	-
10-80682	830000000359	Heartstart FRX Defibrillator	B10F01017	1	6/29/2010	1,310.86	083A	9624	9/30/2026	T	16	10	(1,310.86)	-
09-81718	830000000282	AED MACHINE	B07I-00154	1	4/14/2009	1,095.00	083A	9624	9/30/2026	T	17	10	(1,095.00)	-
10-80683	830000000360	Heartstart FRX Defibrillator	B10F00538	1	6/29/2010	1,310.86	083A	9624	9/30/2026	T	16	10	(1,310.86)	-
10-80679	830000000356	Heartstart FRX Defibrillator	B10F00603	1	6/29/2010	1,310.86	083A	9624	9/30/2026	T	16	10	(1,310.86)	-
09-81726	830000000290	AED MACHINE	B06K01887	1	4/14/2009	1,245.00	083A	9624	9/30/2026	T	17	10	(1,245.00)	-
09-81723	830000000287	AED MACHINE	B09C01622	1	4/14/2009	1,245.00	083A	9624	9/30/2026	T	17	10	(1,245.00)	-
09-81709	830000000273	PHILIPS HEARTSTART FRX	B07I01058	1	4/14/2009	1,095.00	083A	9624	9/30/2026	T	17	10	(1,095.00)	-
10-80690	830000000367	Heartstart FRX Defibrillator	B10F00614	1	6/29/2010	1,310.86	083A	9624	9/30/2026	T	16	10	(1,310.86)	-
10-80692	830000000369	Heartstart FRX Defibrillator	B10F-00615	1	6/29/2010	1,310.86	083A	9624	9/30/2026	T	16	10	(1,310.86)	-
09-81704	830000000268	AED MACHINE	B07L01305	1	4/14/2009	1,095.00	083A	9624	9/30/2026	T	17	10	(1,095.00)	-
09-81720	830000000284	DEFRIBRILATOR, AED MACHINE	B07L01311	1	4/14/2009	1,095.00	083A	9624	9/30/2026	T	17	10	(1,095.00)	-
09-81705	830000000269	AED MACHINE	B07L01426	1	4/14/2009	1,095.00	083A	9624	9/30/2026	T	17	10	(1,095.00)	-
09-81711	830000000275	AED MACHINE	B07E02007	1	4/14/2009	1,095.00	083A	9624	9/30/2026	T	17	10	(1,095.00)	-
10-80681	830000000358	Heartstart FRX Defibrillator	B10F00840	1	6/29/2010	1,310.86	083A	9624	9/30/2026	T	16	10	(1,310.86)	-
09-81721	830000000285	AED MACHINE	B08D00590	1	4/14/2009	1,095.00	083A	9624	9/30/2026	T	17	10	(1,095.00)	-
10-80673	830000000350	Heartstart FRX Defibrillator	B10F01178	1	6/29/2010	1,310.86	083A	9624	9/30/2026	T	16	10	(1,310.86)	-
15-00515	440000086481	LENOVO THINKCENTRE M93Z 23" NON-TOUCH	MJ01244L	1	7/30/2014	1,073.00	044A	9624	9/30/2026	T	12	5	(1,073.00)	-
07-28863	440000009891	DELL LAPTOP D620 W/CD-RW/DVD/14.1" DISPLAY	HKBLWC1	1	7/25/2007	1,537.00	044A	9624	9/30/2026	T	19	5	(1,537.00)	-
20-09543	440000247742	LENOVO THINKCENTRE M720S - i5 (1J)	MJ0CAD4L	1	5/6/2020	660.00	044A	9624	9/30/2026	G	6	5	(660.00)	-
20-09539	440000247738	LENOVO THINKCENTRE M720S - i5 (1J)	MJ0CAD4Q	1	5/6/2020	660.00	044A	9624	9/30/2026	G	6	5	(660.00)	-
20-09537	440000247736	LENOVO THINKCENTRE M720S - i5 (1J)	MJ0CAD4V	1	5/6/2020	660.00	044A	9624	9/30/2026	G	6	5	(660.00)	-
20-09538	440000247737	LENOVO THINKCENTRE M720S - i5 (1J)	MJ0CAD4S	1	5/6/2020	660.00	044A	9624	9/30/2026	G	6	5	(660.00)	-
15-05948	440000096028	LENOVO THINKPAD X 1 CARBON NON-TOUCH	R90G652F	1	6/24/2015	1,344.00	044A	9624	9/30/2026	T	11	5	(1,344.00)	-

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
LIST OF SURPLUS PROPERTY UNDER $500,000
DATED : September 30, 2026

BPI NUMBER	ASSET NUMBER	ITEM DESCRIPTION	SERIAL NUMBER	# OF UNITS	DATE OF ACQUISITION	ACQUISITION VALUE	CLASS CODE	LOC #	DATE OF SURPLUS	CONDITION	AGE IN YEARS	ESTIMATED USEFUL LIFE	ACCUMULATED DEPRECIATION	NET BOOK VALUE
16-02906	440000101157	THINKPAD S1 YOGA 12	MP11MVSF	1	3/14/2016	1,095.00	044A	9624	9/30/2026	T	11	5	(1,095.00)	-
20-09540	440000247739	LENOVO THINKCENTRE M720S - i5 (1J)	MJ0CAD4P	1	5/6/2020	660.00	044A	9624	9/30/2026	G	6	5	(660.00)	-
18-02903	440000227603	LENOVO TP X1 YOGA 2ND-GN,(i7) LAPTOP	R90NJGVA	1	2/5/2018	1,360.00	044A	9624	9/30/2026	T	9	5	(1,360.00)	-
03-06380	560000000190	PROJECTOR,MULTIMEDIA/INFOCUS/HIGHEND, PROXI	1SABPH22600056	1	8/27/2002	3,999.00	056A	9624	9/30/2026	T	24	6	(3,999.00)	-
20-09541	440000247740	LENOVO THINKCENTRE M720S - i5 (1J)	MJ0CAD4N	1	5/6/2020	660.00	044A	9624	9/30/2026	G	6	5	(660.00)	-
20-09536	440000247735	LENOVO THINKCENTRE M720S - i5 (1J)	MJ0CAD4W	1	5/6/2020	660.00	044A	9624	9/30/2026	G	6	5	(660.00)	-
20-09542	440000247741	LENOVO THINKCENTRE M720S - i5 (1J)	MJ0CAD4M	1	5/6/2020	660.00	044A	9624	9/30/2026	G	6	5	(660.00)	-
997103202	190000000999	WAGON STATION 2001 FORD TAURUS	1FAFP58231A247877	1	5/22/2001	16,164.00	019A	9624	9/30/2026	G	25	10	(16,164.00)	-
997103662	190000001390	2007 FORD RANGER/WHITE	1FTYR44UX7PA48328	1	11/9/2006	13,966.00	019A	9624	9/30/2026	T	20	10	(13,966.00)	-
997103827	190000001549	2008 FORD EXPLORER XLT WAGON 4-DOOR	1FMEU73E78UA62389	1	1/9/2008	22,447.00	019A	9624	9/30/2026	T	19	10	(22,447.00)	-
997103635	190000001364	2006 FORD E350XL SUPER D	1FBNE31S46DB20172	1	10/3/2006	19,103.00	019A	9624	9/30/2026	T	20	10	(19,103.00)	-
997103403	190000001158	STATION WAGON FORD TAURUS 2003	1FAFP58U43A233877	1	5/7/2003	16,698.00	019A	9624	9/30/2026	G	23	10	(16,698.00)	-
996104709	120000000025	BUS BODIES, SCHOOL	4DRBRAAN94B970742	1	4/15/2004	69,551.00	012A	9724	9/30/2026	T	22	10	(69,551.00)	-
996104815	120000000050	BUS BODIES, SCHOOL	4DRBRAAL24B971293	1	5/13/2004	64,352.00	012A	9724	9/30/2026	T	22	10	(64,352.00)	-
996104820	120000000055	BUS BODIES, SCHOOL	4DRBRAAL14B971298	1	6/10/2004	64,352.00	012A	9724	9/30/2026	T	22	10	(64,352.00)	-
996104857	120000000089	BUS BODIES, SCHOOL	4DRBRAAN54B970690	1	3/9/2004	69,551.00	012A	9724	9/30/2026	T	23	10	(69,551.00)	-
996104881	120000000105	BUS BODIES, SCHOOL	4DRBRAAN44B970714	1	3/9/2004	69,551.00	012A	9724	9/30/2026	T	23	10	(69,551.00)	-
997103691	190000001419	2007 FORD RANGER WHITE	1FTYR44U77PA52403	1	12/22/2006	13,966.00	019A	9620	9/30/2026	T	20	10	(13,966.00)	-
997103685	190000001413	2007 FORD E-350 SD CARGO VAN	1FTSE34L17DA11673	1	12/5/2006	15,389.00	019A	9620	9/30/2026	T	20	10	(15,389.00)	-
03-14800	140000000425	SCRUBBER, ADVANCE 28" HYDRORETRIEVER	1647888	1	2/25/2003	9,650.00	014A	3821	9/30/2026	T	24	7	(9,650.00)	-
20-03839	440000242038	LENOVO 300E (1B CELERON TOUCH)	P2083FW9	1	5/6/2020	237.50	044A	3821	9/30/2026	G	6	5	(237.50)	-
20-03725	440000241924	LENOVO 300E (1B CELERON TOUCH)	P2083FAP	1	5/6/2020	237.50	044A	3821	9/30/2026	G	6	5	(237.50)	-
21-75477	440000328500	LENOVO 300E 2ND GEN (AMD) TOUCH	R91263Q1	1	6/14/2021	264.50	044A	3821	9/30/2026	G	5	5	(264.50)	-
20-03812	440000242011	LENOVO 300E (1B CELERON TOUCH)	P2083HZY	1	5/6/2020	237.50	044A	3821	9/30/2026	G	6	5	(237.50)	-
21-75562	440000328585	LENOVO 300E 2ND GEN (AMD) TOUCH	R91263N7	1	6/14/2021	264.50	044A	3821	9/30/2026	G	5	5	(264.50)	-
21-75468	440000328491	LENOVO 300E 2ND GEN (AMD) TOUCH	R91263PD	1	6/14/2021	264.50	044A	3821	9/30/2026	G	5	5	(264.50)	-
20-03757	440000241956	LENOVO 300E (1B CELERON TOUCH)	P207YDQJ	1	5/6/2020	237.50	044A	3821	9/30/2026	G	6	5	(237.50)	-
20-03804	440000242003	LENOVO 300E (1B CELERON TOUCH)	P2083GYC	1	5/6/2020	237.50	044A	3821	9/30/2026	G	6	5	(237.50)	-
20-11777	440000249886	LENOVO THINKPAD L390 (1D - i3 TOUCH)	R90XFAJA	1	6/30/2020	463.50	044A	3821	9/30/2026	G	6	5	(463.50)	-
20-11793	440000249902	LENOVO THINKPAD L390 (1D - i3 TOUCH)	R90XFAHE	1	6/30/2020	463.50	044A	3821	9/30/2026	G	6	5	(463.50)	-
20-12041	440000250150	LENOVO THINKPAD L390 (1D - i3 TOUCH)	R90XFA0P	1	6/30/2020	463.50	044A	3821	9/30/2026	G	6	5	(463.50)	-
20-03699	440000241898	LENOVO THINKPAD L390 (1F - i5 TOUCH)	R90XDY1A	1	5/6/2020	622.50	044A	3821	9/30/2026	G	6	5	(622.50)	-
20-03807	440000242006	LENOVO 300E (1B CELERON TOUCH)	P2083GZN	1	5/6/2020	237.50	044A	3821	9/30/2026	G	6	5	(237.50)	-
20-03772	440000241971	LENOVO 300E (1B CELERON TOUCH)	P207YVVP	1	5/6/2020	237.50	044A	3821	9/30/2026	G	6	5	(237.50)	-
21-75573	440000328596	LENOVO 300E 2ND GEN (AMD) TOUCH	R91263Q7	1	6/14/2021	264.50	044A	3821	9/30/2026	G	5	5	(264.50)	-
21-75591	440000328614	LENOVO 300E 2ND GEN (AMD) TOUCH	R91263RF	1	6/14/2021	264.50	044A	3821	9/30/2026	G	5	5	(264.50)	-
21-75502	440000328525	LENOVO 300E 2ND GEN (AMD) TOUCH	R91263Q6	1	6/14/2021	264.50	044A	3821	9/30/2026	G	5	5	(264.50)	-
21-75566	440000328589	LENOVO 300E 2ND GEN (AMD) TOUCH	R91263QC	1	6/14/2021	264.50	044A	3821	9/30/2026	G	5	5	(264.50)	-
21-75552	440000328575	LENOVO 300E 2ND GEN (AMD) TOUCH	R91263QQ	1	6/14/2021	264.50	044A	3821	9/30/2026	G	5	5	(264.50)	-
20-05740	440000243939	LENOVO THINKPAD L390 (1D - i3 TOUCH)	R90XFJ2S	1	5/5/2020	463.50	044A	3821	9/30/2026	G	6	5	(463.50)	-
20-03697	440000241896	LENOVO THINKPAD L390 (1F - i5 TOUCH)	R90XDXXG	1	5/6/2020	622.50	044A	3821	9/30/2026	G	6	5	(622.50)	-
20-11773	440000249882	LENOVO THINKPAD L390 (1D - i3 TOUCH)	R90XFAJ1	1	6/30/2020	463.50	044A	3821	9/30/2026	G	6	5	(463.50)	-
20-03717	440000241916	LENOVO THINKPAD L390 (1F - i5 TOUCH)	R90XDXT8	1	5/6/2020	622.50	044A	3821	9/30/2026	G	6	5	(622.50)	-
20-03721	440000241920	LENOVO L390 YOGA (1i i7 LIGHTWEIGHT)	R90XDQFC	1	5/6/2020	864.50	044A	3821	9/30/2026	G	6	5	(864.50)	-
21-75461	440000328484	LENOVO 300E 2ND GEN (AMD) TOUCH	R91263RB	1	6/14/2021	264.50	044A	3821	9/30/2026	G	5	5	(264.50)	-
20-03837	440000242036	LENOVO 300E (1B CELERON TOUCH)	P2083FX8	1	5/6/2020	237.50	044A	3821	9/30/2026	G	6	5	(237.50)	-
21-75582	440000328605	LENOVO 300E 2ND GEN (AMD) TOUCH	R9127AZY	1	6/14/2021	264.50	044A	3821	9/30/2026	G	5	5	(264.50)	-
21-75508	440000328531	LENOVO 300E 2ND GEN (AMD) TOUCH	R9127B1H	1	6/14/2021	264.50	044A	3821	9/30/2026	G	5	5	(264.50)	-
21-75474	440000328497	LENOVO 300E 2ND GEN (AMD) TOUCH	R9127PAB	1	6/14/2021	264.50	044A	3821	9/30/2026	G	5	5	(264.50)	-
21-75480	440000328503	LENOVO 300E 2ND GEN (AMD) TOUCH	R91263QR	1	6/14/2021	264.50	044A	3821	9/30/2026	G	5	5	(264.50)	-
21-75513	440000328536	LENOVO 300E 2ND GEN (AMD) TOUCH	R9127PG3	1	6/14/2021	264.50	044A	3821	9/30/2026	G	5	5	(264.50)	-
21-75484	440000328507	LENOVO 300E 2ND GEN (AMD) TOUCH	R91263PS	1	6/14/2021	264.50	044A	3821	9/30/2026	G	5	5	(264.50)	-
21-75517	440000328540	LENOVO 300E 2ND GEN (AMD) TOUCH	R9127AX7	1	6/14/2021	264.50	044A	3821	9/30/2026	G	5	5	(264.50)	-
21-75584	440000328607	LENOVO 300E 2ND GEN (AMD) TOUCH	R9127B9L	1	6/14/2021	264.50	044A	3821	9/30/2026	G	5	5	(264.50)	-
21-75546	440000328569	LENOVO 300E 2ND GEN (AMD) TOUCH	R91263PZ	1	6/14/2021	264.50	044A	3821	9/30/2026	G	5	5	(264.50)	-
21-75592	440000328615	LENOVO 300E 2ND GEN (AMD) TOUCH	R91263QW	1	6/14/2021	264.50	044A	3821	9/30/2026	G	5	5	(264.50)	-
21-75545	440000328568	LENOVO 300E 2ND GEN (AMD) TOUCH	R91263Q8	1	6/14/2021	264.50	044A	3821	9/30/2026	G	5	5	(264.50)	-
20-03701	440000241900	LENOVO THINKPAD L390 (1F - i5 TOUCH)	R90XDY6B	1	5/6/2020	622.50	044A	3821	9/30/2026	G	6	5	(622.50)	-
21-75570	440000328593	LENOVO 300E 2ND GEN (AMD) TOUCH	R91263ND	1	6/14/2021	264.50	044A	3821	9/30/2026	G	5	5	(264.50)	-
20-03718	440000241917	LENOVO THINKPAD L390 (1F - i5 TOUCH)	R90XDXTP	1	5/6/2020	622.50	044A	3821	9/30/2026	G	6	5	(622.50)	-
20-05727	440000243926	LENOVO THINKPAD L390 (1D - i3 TOUCH)	R90XFHY5	1	5/5/2020	463.50	044A	3821	9/30/2026	G	6	5	(463.50)	-
21-00798	440000252931	LENOVO 300E (1B CELERON TOUCH)	P20848QB	1	7/26/2020	237.50	044A	3821	9/30/2026	G	6	5	(237.50)	-
20-03730	440000241929	LENOVO 300E (1B CELERON TOUCH)	P2083F76	1	5/6/2020	237.50	044A	3821	9/30/2026	G	6	5	(237.50)	-
20-03853	440000242052	LENOVO 300E (1B CELERON TOUCH)	P2083GBT	1	5/6/2020	237.50	044A	3821	9/30/2026	G	6	5	(237.50)	-
21-75524	440000328547	LENOVO 300E 2ND GEN (AMD) TOUCH	R91263QL	1	6/14/2021	264.50	044A	3821	9/30/2026	G	5	5	(264.50)	-

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
LIST OF SURPLUS PROPERTY UNDER $500,000
DATED : September 30, 2026

BPI NUMBER	ASSET NUMBER	ITEM DESCRIPTION	SERIAL NUMBER	# OF UNITS	DATE OF ACQUISITION	ACQUISITION VALUE	CLASS CODE	LOC #	DATE OF SURPLUS	CONDITION	AGE IN YEARS	ESTIMATED USEFUL LIFE	ACCUMULATED DEPRECIATION	NET BOOK VALUE
21-75515	440000328538	LENOVO 300E 2ND GEN (AMD) TOUCH	R9123LZE	1	6/14/2021	264.50	044A	3821	9/30/2026	G	5	5	(264.50)	-
21-75532	440000328555	LENOVO 300E 2ND GEN (AMD) TOUCH	R9126LFL	1	6/14/2021	264.50	044A	3821	9/30/2026	G	5	5	(264.50)	-
21-75547	440000328570	LENOVO 300E 2ND GEN (AMD) TOUCH	R91263P6	1	6/14/2021	264.50	044A	3821	9/30/2026	G	5	5	(264.50)	-
20-03799	440000241998	LENOVO 300E (1B CELERON TOUCH)	P2083GFJ	1	5/6/2020	237.50	044A	3821	9/30/2026	G	6	5	(237.50)	-
21-75542	440000328565	LENOVO 300E 2ND GEN (AMD) TOUCH	R91263PT	1	6/14/2021	264.50	044A	3821	9/30/2026	G	5	5	(264.50)	-
21-75486	440000328509	LENOVO 300E 2ND GEN (AMD) TOUCH	R91263MZ	1	6/14/2021	264.50	044A	3821	9/30/2026	G	5	5	(264.50)	-
20-03826	440000242025	LENOVO 300E (1B CELERON TOUCH)	P2083G2D	1	5/6/2020	237.50	044A	3821	9/30/2026	G	6	5	(237.50)	-
21-75482	440000328505	LENOVO 300E 2ND GEN (AMD) TOUCH	R91263MH	1	6/14/2021	264.50	044A	3821	9/30/2026	G	5	5	(264.50)	-
21-75490	440000328513	LENOVO 300E 2ND GEN (AMD) TOUCH	R91263PA	1	6/14/2021	264.50	044A	3821	9/30/2026	G	5	5	(264.50)	-
21-75534	440000328557	LENOVO 300E 2ND GEN (AMD) TOUCH	R91263M8	1	6/14/2021	264.50	044A	3821	9/30/2026	G	5	5	(264.50)	-
21-75460	440000328483	LENOVO 300E 2ND GEN (AMD) TOUCH	R91263NE	1	6/14/2021	264.50	044A	3821	9/30/2026	G	5	5	(264.50)	-
21-75543	440000328566	LENOVO 300E 2ND GEN (AMD) TOUCH	R91263QX	1	6/14/2021	264.50	044A	3821	9/30/2026	G	5	5	(264.50)	-
21-75557	440000328580	LENOVO 300E 2ND GEN (AMD) TOUCH	R91263M5	1	6/14/2021	264.50	044A	3821	9/30/2026	G	5	5	(264.50)	-
20-03845	440000242044	LENOVO 300E (1B CELERON TOUCH)	P2083FRB	1	5/6/2020	237.50	044A	3821	9/30/2026	G	6	5	(237.50)	-
21-75530	440000328553	LENOVO 300E 2ND GEN (AMD) TOUCH	R91263QF	1	6/14/2021	264.50	044A	3821	9/30/2026	G	5	5	(264.50)	-
21-75525	440000328548	LENOVO 300E 2ND GEN (AMD) TOUCH	R91263RJ	1	6/14/2021	264.50	044A	3821	9/30/2026	G	5	5	(264.50)	-
21-75549	440000328572	LENOVO 300E 2ND GEN (AMD) TOUCH	R91263N6	1	6/14/2021	264.50	044A	3821	9/30/2026	G	5	5	(264.50)	-
21-75516	440000328539	LENOVO 300E 2ND GEN (AMD) TOUCH	R9123L9Z	1	6/14/2021	264.50	044A	3821	9/30/2026	G	5	5	(264.50)	-
20-03821	440000242020	LENOVO 300E (1B CELERON TOUCH)	P2083G7X	1	5/6/2020	237.50	044A	3821	9/30/2026	G	6	5	(237.50)	-
20-03797	440000241996	LENOVO 300E (1B CELERON TOUCH)	P2083GHP	1	5/6/2020	237.50	044A	3821	9/30/2026	G	6	5	(237.50)	-
21-75593	440000328616	LENOVO 300E 2ND GEN (AMD) TOUCH	R91263NT	1	6/14/2021	264.50	044A	3821	9/30/2026	G	5	5	(264.50)	-
21-75501	440000328524	LENOVO 300E 2ND GEN (AMD) TOUCH	R91263NP	1	6/14/2021	264.50	044A	3821	9/30/2026	G	5	5	(264.50)	-
21-75550	440000328573	LENOVO 300E 2ND GEN (AMD) TOUCH	R91263QZ	1	6/14/2021	264.50	044A	3821	9/30/2026	G	5	5	(264.50)	-
20-03774	440000241973	LENOVO 300E (1B CELERON TOUCH)	P207YVXD	1	5/6/2020	237.50	044A	3821	9/30/2026	G	6	5	(237.50)	-
20-03844	440000242043	LENOVO 300E (1B CELERON TOUCH)	P2083FRZ	1	5/6/2020	237.50	044A	3821	9/30/2026	G	6	5	(237.50)	-
21-75574	440000328597	LENOVO 300E 2ND GEN (AMD) TOUCH	R91263QN	1	6/14/2021	264.50	044A	3821	9/30/2026	G	5	5	(264.50)	-
21-75588	440000328611	LENOVO 300E 2ND GEN (AMD) TOUCH	R91263N9	1	6/14/2021	264.50	044A	3821	9/30/2026	G	5	5	(264.50)	-
20-03848	440000242047	LENOVO 300E (1B CELERON TOUCH)	P2083FQ7	1	5/6/2020	237.50	044A	3821	9/30/2026	G	6	5	(237.50)	-
20-03759	440000241958	LENOVO 300E (1B CELERON TOUCH)	P20848TY	1	5/6/2020	237.50	044A	3821	9/30/2026	G	6	5	(237.50)	-
20-03780	440000241979	LENOVO 300E (1B CELERON TOUCH)	P2083F3W	1	5/6/2020	237.50	044A	3821	9/30/2026	G	6	5	(237.50)	-
21-75579	440000328602	LENOVO 300E 2ND GEN (AMD) TOUCH	R91263R4	1	6/14/2021	264.50	044A	3821	9/30/2026	G	5	5	(264.50)	-
21-75458	440000328481	LENOVO 300E 2ND GEN (AMD) TOUCH	R91263MX	1	6/14/2021	264.50	044A	3821	9/30/2026	G	5	5	(264.50)	-
21-75539	440000328562	LENOVO 300E 2ND GEN (AMD) TOUCH	R91263PL	1	6/14/2021	264.50	044A	3821	9/30/2026	G	5	5	(264.50)	-
20-03756	440000241955	LENOVO 300E (1B CELERON TOUCH)	P207YDH6	1	5/6/2020	237.50	044A	3821	9/30/2026	G	6	5	(237.50)	-
21-75505	440000328528	LENOVO 300E 2ND GEN (AMD) TOUCH	R9127AXV	1	6/14/2021	264.50	044A	3821	9/30/2026	G	5	5	(264.50)	-
21-75493	440000328516	LENOVO 300E 2ND GEN (AMD) TOUCH	R91263MY	1	6/14/2021	264.50	044A	3821	9/30/2026	G	5	5	(264.50)	-
21-75565	440000328588	LENOVO 300E 2ND GEN (AMD) TOUCH	R91263MV	1	6/14/2021	264.50	044A	3821	9/30/2026	G	5	5	(264.50)	-
21-75473	440000328496	LENOVO 300E 2ND GEN (AMD) TOUCH	R9127B1D	1	6/14/2021	264.50	044A	3821	9/30/2026	G	5	5	(264.50)	-
21-75487	440000328510	LENOVO 300E 2ND GEN (AMD) TOUCH	R91263RA	1	6/14/2021	264.50	044A	3821	9/30/2026	G	5	5	(264.50)	-
20-03824	440000242023	LENOVO 300E (1B CELERON TOUCH)	P2083G5W	1	5/6/2020	237.50	044A	3821	9/30/2026	G	6	5	(237.50)	-
21-75578	440000328601	LENOVO 300E 2ND GEN (AMD) TOUCH	R91263P5	1	6/14/2021	264.50	044A	3821	9/30/2026	G	5	5	(264.50)	-
20-12069	440000250178	LENOVO THINKPAD L390 (1D - i3 TOUCH)	R90XFA1T	1	6/30/2020	463.50	044A	3821	9/30/2026	G	6	5	(463.50)	-
21-75585	440000328608	LENOVO 300E 2ND GEN (AMD) TOUCH	R9127AYF	1	6/14/2021	264.50	044A	3821	9/30/2026	G	5	5	(264.50)	-
20-11998	440000250107	LENOVO THINKPAD L390 (1D - i3 TOUCH)	R90XFA5E	1	6/30/2020	463.50	044A	3821	9/30/2026	G	6	5	(463.50)	-
20-12030	440000250139	LENOVO THINKPAD L390 (1D - i3 TOUCH)	R90XFA16	1	6/30/2020	463.50	044A	3821	9/30/2026	G	6	5	(463.50)	-
20-11936	440000250045	LENOVO THINKPAD L390 (1D - i3 TOUCH)	R90XFAM6	1	6/30/2020	463.50	044A	3821	9/30/2026	G	6	5	(463.50)	-
20-03738	440000241937	LENOVO 300E (1B CELERON TOUCH)	P2083FEE	1	5/6/2020	237.50	044A	3821	9/30/2026	G	6	5	(237.50)	-
20-03822	440000242021	LENOVO 300E (1B CELERON TOUCH)	P2083G78	1	5/6/2020	237.50	044A	3821	9/30/2026	G	6	5	(237.50)	-
21-75462	440000328485	LENOVO 300E 2ND GEN (AMD) TOUCH	R91263MC	1	6/14/2021	264.50	044A	3821	9/30/2026	G	5	5	(264.50)	-
20-03834	440000242033	LENOVO 300E (1B CELERON TOUCH)	P2083FZY	1	5/6/2020	237.50	044A	3821	9/30/2026	G	6	5	(237.50)	-
20-05736	440000243935	LENOVO THINKPAD L390 (1D - i3 TOUCH)	R90XFJ3A	1	5/5/2020	463.50	044A	3821	9/30/2026	G	6	5	(463.50)	-
20-03710	440000241909	LENOVO THINKPAD L390 (1F - i5 TOUCH)	R90XDQLP	1	5/6/2020	622.50	044A	3821	9/30/2026	G	6	5	(622.50)	-
21-75561	440000328584	LENOVO 300E 2ND GEN (AMD) TOUCH	R91263Q9	1	6/14/2021	264.50	044A	3821	9/30/2026	G	5	5	(264.50)	-
21-75464	440000328487	LENOVO 300E 2ND GEN (AMD) TOUCH	R9127C5F	1	6/14/2021	264.50	044A	3821	9/30/2026	G	5	5	(264.50)	-
20-03849	440000242048	LENOVO 300E (1B CELERON TOUCH)	P2083FQ5	1	5/6/2020	237.50	044A	3821	9/30/2026	G	6	5	(237.50)	-
21-75533	440000328556	LENOVO 300E 2ND GEN (AMD) TOUCH	R91263PQ	1	6/14/2021	264.50	044A	3821	9/30/2026	G	5	5	(264.50)	-
20-03771	440000241970	LENOVO 300E (1B CELERON TOUCH)	P207YVTM	1	5/6/2020	237.50	044A	3821	9/30/2026	G	6	5	(237.50)	-
20-05431	440000243630	LENOVO THINKPAD L390 (1D - i3 TOUCH)	R90XFG9Z	1	5/5/2020	463.50	044A	3821	9/30/2026	G	6	5	(463.50)	-
21-75469	440000328492	LENOVO 300E 2ND GEN (AMD) TOUCH	R91263P8	1	6/14/2021	264.50	044A	3821	9/30/2026	G	5	5	(264.50)	-
20-03779	440000241978	LENOVO 300E (1B CELERON TOUCH)	P207YWQ7	1	5/6/2020	237.50	044A	3821	9/30/2026	G	6	5	(237.50)	-
20-05609	440000243808	LENOVO THINKPAD L390 (1D - i3 TOUCH)	R90XFHEW	1	5/5/2020	463.50	044A	3821	9/30/2026	G	6	5	(463.50)	-
20-03724	440000241923	LENOVO 300E (1B CELERON TOUCH)	P2083FB7	1	5/6/2020	237.50	044A	3821	9/30/2026	G	6	5	(237.50)	-
20-03820	440000242019	LENOVO 300E (1B CELERON TOUCH)	P2083G83	1	5/6/2020	237.50	044A	3821	9/30/2026	G	6	5	(237.50)	-
21-75495	440000328518	LENOVO 300E 2ND GEN (AMD) TOUCH	R91263MB	1	6/14/2021	264.50	044A	3821	9/30/2026	G	5	5	(264.50)	-
21-75559	440000328582	LENOVO 300E 2ND GEN (AMD) TOUCH	R91263RH	1	6/14/2021	264.50	044A	3821	9/30/2026	G	5	5	(264.50)	-

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
LIST OF SURPLUS PROPERTY UNDER $500,000
DATED : September 30, 2026

BPI NUMBER	ASSET NUMBER	ITEM DESCRIPTION	SERIAL NUMBER	# OF UNITS	DATE OF ACQUISITION	ACQUISITION VALUE	CLASS CODE	LOC #	DATE OF SURPLUS	CONDITION	AGE IN YEARS	ESTIMATED USEFUL LIFE	ACCUMULATED DEPRECIATION	NET BOOK VALUE
21-75569	440000328592	LENOVO 300E 2ND GEN (AMD) TOUCH	R91263M4	1	6/14/2021	264.50	044A	3821	9/30/2026	G	5	5	(264.50)	-
20-03856	440000242055	LENOVO 300E (1B CELERON TOUCH)	P2083GBK	1	5/6/2020	237.50	044A	3821	9/30/2026	G	6	5	(237.50)	-
20-03764	440000241963	LENOVO 300E (1B CELERON TOUCH)	P207YVND	1	5/6/2020	237.50	044A	3821	9/30/2026	G	6	5	(237.50)	-
20-03836	440000242035	LENOVO 300E (1B CELERON TOUCH)	P2083FYV	1	5/6/2020	237.50	044A	3821	9/30/2026	G	6	5	(237.50)	-
21-75481	440000328504	LENOVO 300E 2ND GEN (AMD) TOUCH	R91263QA	1	6/14/2021	264.50	044A	3821	9/30/2026	G	5	5	(264.50)	-
20-03814	440000242013	LENOVO 300E (1B CELERON TOUCH)	P2083J1H	1	5/6/2020	237.50	044A	3821	9/30/2026	G	6	5	(237.50)	-
21-00739	440000252872	LENOVO 300E (1B CELERON TOUCH)	P2083FN5	1	7/26/2020	237.50	044A	3821	9/30/2026	G	6	5	(237.50)	-
21-00847	440000252980	LENOVO 300E (1B CELERON TOUCH)	P2083GW5	1	7/26/2020	237.50	044A	3821	9/30/2026	G	6	5	(237.50)	-
20-03816	440000242015	LENOVO 300E (1B CELERON TOUCH)	P2083J1P	1	5/6/2020	237.50	044A	3821	9/30/2026	G	6	5	(237.50)	-
21-75544	440000328567	LENOVO 300E 2ND GEN (AMD) TOUCH	R91263Q3	1	6/14/2021	264.50	044A	3821	9/30/2026	G	5	5	(264.50)	-
20-03747	440000241946	LENOVO 300E (1B CELERON TOUCH)	P2083FLR	1	5/6/2020	237.50	044A	3821	9/30/2026	G	6	5	(237.50)	-
21-75506	440000328529	LENOVO 300E 2ND GEN (AMD) TOUCH	R9127ATH	1	6/14/2021	264.50	044A	3821	9/30/2026	G	5	5	(264.50)	-
20-03737	440000241936	LENOVO 300E (1B CELERON TOUCH)	P2083FDS	1	5/6/2020	237.50	044A	3821	9/30/2026	G	6	5	(237.50)	-
20-03859	440000242058	LENOVO 300E (1B CELERON TOUCH)	P2083G88	1	5/6/2020	237.50	044A	3821	9/30/2026	G	6	5	(237.50)	-
20-03847	440000242046	LENOVO 300E (1B CELERON TOUCH)	P2083FQ9	1	5/6/2020	237.50	044A	3821	9/30/2026	G	6	5	(237.50)	-
21-75541	440000328564	LENOVO 300E 2ND GEN (AMD) TOUCH	R91263RG	1	6/14/2021	264.50	044A	3821	9/30/2026	G	5	5	(264.50)	-
20-03704	440000241903	LENOVO THINKPAD L390 (1F - i5 TOUCH)	R90XDYH9	1	5/6/2020	622.50	044A	3821	9/30/2026	G	6	5	(622.50)	-
20-12124	440000250233	LENOVO THINKPAD L390 (1D - i3 TOUCH)	R90XFA71	1	6/30/2020	463.50	044A	3821	9/30/2026	G	6	5	(463.50)	-
20-03835	440000242034	LENOVO 300E (1B CELERON TOUCH)	P2083FZ8	1	5/6/2020	237.50	044A	3821	9/30/2026	G	6	5	(237.50)	-
21-00807	440000252940	LENOVO 300E (1B CELERON TOUCH)	P2083GE2	1	7/26/2020	237.50	044A	3821	9/30/2026	G	6	5	(237.50)	-
20-03741	440000241940	LENOVO 300E (1B CELERON TOUCH)	P2083FFT	1	5/6/2020	237.50	044A	3821	9/30/2026	G	6	5	(237.50)	-
20-03832	440000242031	LENOVO 300E (1B CELERON TOUCH)	P2083G05	1	5/6/2020	237.50	044A	3821	9/30/2026	G	6	5	(237.50)	-
20-03850	440000242049	LENOVO 300E (1B CELERON TOUCH)	P2083FNZ	1	5/6/2020	237.50	044A	3821	9/30/2026	G	6	5	(237.50)	-
21-75580	440000328603	LENOVO 300E 2ND GEN (AMD) TOUCH	R91279MK	1	6/14/2021	264.50	044A	3821	9/30/2026	G	5	5	(264.50)	-
20-03755	440000241954	LENOVO 300E (1B CELERON TOUCH)	P207YDGH	1	5/6/2020	237.50	044A	3821	9/30/2026	G	6	5	(237.50)	-
21-75457	440000328480	LENOVO 300E 2ND GEN (AMD) TOUCH	R91263PP	1	6/14/2021	264.50	044A	3821	9/30/2026	G	5	5	(264.50)	-
21-75511	440000328534	LENOVO 300E 2ND GEN (AMD) TOUCH	R91263R9	1	6/14/2021	264.50	044A	3821	9/30/2026	G	5	5	(264.50)	-
21-75488	440000328511	LENOVO 300E 2ND GEN (AMD) TOUCH	R91263P3	1	6/14/2021	264.50	044A	3821	9/30/2026	G	5	5	(264.50)	-
20-03855	440000242054	LENOVO 300E (1B CELERON TOUCH)	P2083GBP	1	5/6/2020	237.50	044A	3821	9/30/2026	G	6	5	(237.50)	-
21-75536	440000328559	LENOVO 300E 2ND GEN (AMD) TOUCH	R91263MM	1	6/14/2021	264.50	044A	3821	9/30/2026	G	5	5	(264.50)	-
20-03840	440000242039	LENOVO 300E (1B CELERON TOUCH)	P2083FV8	1	5/6/2020	237.50	044A	3821	9/30/2026	G	6	5	(237.50)	-
20-03740	440000241939	LENOVO 300E (1B CELERON TOUCH)	P2083FFL	1	5/6/2020	237.50	044A	3821	9/30/2026	G	6	5	(237.50)	-
20-03776	440000241975	LENOVO 300E (1B CELERON TOUCH)	P207YW56	1	5/6/2020	237.50	044A	3821	9/30/2026	G	6	5	(237.50)	-
20-03854	440000242053	LENOVO 300E (1B CELERON TOUCH)	P2083GBR	1	5/6/2020	237.50	044A	3821	9/30/2026	G	6	5	(237.50)	-
20-03791	440000241990	LENOVO 300E (1B CELERON TOUCH)	P20848T5	1	5/6/2020	237.50	044A	3821	9/30/2026	G	6	5	(237.50)	-
20-12086	440000250195	LENOVO THINKPAD L390 (1D - i3 TOUCH)	R90XFA92	1	6/30/2020	463.50	044A	3821	9/30/2026	G	6	5	(463.50)	-
20-12144	440000250253	LENOVO THINKPAD L390 (1D - i3 TOUCH)	R90XFA5L	1	6/30/2020	463.50	044A	3821	9/30/2026	G	6	5	(463.50)	-
20-03726	440000241925	LENOVO 300E (1B CELERON TOUCH)	P2083F9R	1	5/6/2020	237.50	044A	3821	9/30/2026	G	6	5	(237.50)	-
21-75478	440000328501	LENOVO 300E 2ND GEN (AMD) TOUCH	R91263QG	1	6/14/2021	264.50	044A	3821	9/30/2026	G	5	5	(264.50)	-
20-03706	440000241905	LENOVO THINKPAD L390 (1F - i5 TOUCH)	R90XDYJD	1	5/6/2020	622.50	044A	3821	9/30/2026	G	6	5	(622.50)	-
20-03734	440000241933	LENOVO 300E (1B CELERON TOUCH)	P2083F54	1	5/6/2020	237.50	044A	3821	9/30/2026	G	6	5	(237.50)	-
21-75589	440000328612	LENOVO 300E 2ND GEN (AMD) TOUCH	R91263QE	1	6/14/2021	264.50	044A	3821	9/30/2026	G	5	5	(264.50)	-
21-75475	440000328498	LENOVO 300E 2ND GEN (AMD) TOUCH	R9127PH4	1	6/14/2021	264.50	044A	3821	9/30/2026	G	5	5	(264.50)	-
21-75466	440000328489	LENOVO 300E 2ND GEN (AMD) TOUCH	R9126M4L	1	6/14/2021	264.50	044A	3821	9/30/2026	G	5	5	(264.50)	-
21-75489	440000328512	LENOVO 300E 2ND GEN (AMD) TOUCH	R91263MP	1	6/14/2021	264.50	044A	3821	9/30/2026	G	5	5	(264.50)	-
21-75575	440000328598	LENOVO 300E 2ND GEN (AMD) TOUCH	R9127ARF	1	6/14/2021	264.50	044A	3821	9/30/2026	G	5	5	(264.50)	-
20-03810	440000242009	LENOVO 300E (1B CELERON TOUCH)	P2083HS2	1	5/6/2020	237.50	044A	3821	9/30/2026	G	6	5	(237.50)	-
21-75496	440000328519	LENOVO 300E 2ND GEN (AMD) TOUCH	R91263M7	1	6/14/2021	264.50	044A	3821	9/30/2026	G	5	5	(264.50)	-
21-75498	440000328521	LENOVO 300E 2ND GEN (AMD) TOUCH	R91263P0	1	6/14/2021	264.50	044A	3821	9/30/2026	G	5	5	(264.50)	-
21-75587	440000328610	LENOVO 300E 2ND GEN (AMD) TOUCH	R91263MR	1	6/14/2021	264.50	044A	3821	9/30/2026	G	5	5	(264.50)	-
20-03841	440000242040	LENOVO 300E (1B CELERON TOUCH)	P2083FTP	1	5/6/2020	237.50	044A	3821	9/30/2026	G	6	5	(237.50)	-
21-75538	440000328561	LENOVO 300E 2ND GEN (AMD) TOUCH	R91263QJ	1	6/14/2021	264.50	044A	3821	9/30/2026	G	5	5	(264.50)	-
21-75535	440000328558	LENOVO 300E 2ND GEN (AMD) TOUCH	R91263ML	1	6/14/2021	264.50	044A	3821	9/30/2026	G	5	5	(264.50)	-
20-03793	440000241992	LENOVO 300E (1B CELERON TOUCH)	P2083GQF	1	5/6/2020	237.50	044A	3821	9/30/2026	G	6	5	(237.50)	-
S16007422	440000077938	LENOVO THINKPAD YOGA 12	MP09VKDY	1	10/29/2015	1,074.00	044B	3821	9/30/2026	T	11	5	(1,074.00)	-
S16007420	440000077934	LENOVO THINKPAD YOGA 12	MP09VK1D	1	10/29/2015	1,074.00	044B	3821	9/30/2026	T	11	5	(1,074.00)	-
S16007442	440000077973	LENOVO THINKPAD YOGA 12	MP09VK4A	1	10/29/2015	1,074.00	044B	3821	9/30/2026	T	11	5	(1,074.00)	-
21-75510	440000328533	LENOVO 300E 2ND GEN (AMD) TOUCH	R9127AYM	1	6/14/2021	264.50	044A	3821	9/30/2026	G	5	5	(264.50)	-
20-11931	440000250040	LENOVO THINKPAD L390 (1D - i3 TOUCH)	R90XFAMG	1	6/30/2020	463.50	044A	3821	9/30/2026	G	6	5	(463.50)	-
20-05699	440000243898	LENOVO THINKPAD L390 (1D - i3 TOUCH)	R90XFHR2	1	5/5/2020	463.50	044A	3821	9/30/2026	G	6	5	(463.50)	-
20-11995	440000250104	LENOVO THINKPAD L390 (1D - i3 TOUCH)	R90XFA31	1	6/30/2020	463.50	044A	3821	9/30/2026	G	6	5	(463.50)	-
S17067071	600000001376	SONY Commercial TV SET	5066489	1	6/9/2017	571.16	060D	3821	9/30/2026	G	9	7	(571.16)	-
S17067098	600000001403	SONY Commercial TV SET	5056209	1	6/9/2017	571.16	060D	3821	9/30/2026	G	9	7	(571.16)	-
13-04903	440000071988	APPLE IMAC INTEL W/21.5" LED GLSY WDSCN	D25KH00VDNCR	1	5/22/2013	1,479.00	044A	3821	9/30/2026	T	13	5	(1,479.00)	-
05-50416	460000001973	VIDEO CONFER. OPUS SYSTEMM	25A41208/406KT0110	1	4/26/2005	23,368.87	046A	3821	9/30/2026	T	21	7	(23,368.87)	-

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15-00484	440000086429	LENOVO THINKCENTRE 23"	MJ00VYNK	1	7/29/2014	1,240.00	044A	3821	9/30/2026	T	12	5	(1,240.00)	-
S17024909	440000195860	LENOVO N23 LAPTOP + 3 YEAR WARRANTY	YD01JJ1S	1	12/13/2016	264.00	044D	2691	9/30/2026	G	10	5	(264.00)	-
S17024867	440000195818	LENOVO N23 LAPTOP + 3 YEAR WARRANTY	YD01JHU3	1	12/13/2016	264.00	044D	2691	9/30/2026	G	10	5	(264.00)	-
S17024853	440000195804	LENOVO N23 LAPTOP + 3 YEAR WARRANTY	YD01JHU6	1	12/13/2016	264.00	044D	2691	9/30/2026	G	10	5	(264.00)	-
S17024830	440000195781	LENOVO N23 LAPTOP + 3 YEAR WARRANTY	YD01JHVL	1	12/13/2016	264.00	044D	2691	9/30/2026	G	10	5	(264.00)	-
S17024893	440000195844	LENOVO N23 LAPTOP + 3 YEAR WARRANTY	YD01JHW3	1	12/13/2016	264.00	044D	2691	9/30/2026	G	10	5	(264.00)	-
S17024850	440000195801	LENOVO N23 LAPTOP + 3 YEAR WARRANTY	YD01JHUB	1	12/13/2016	264.00	044D	2691	9/30/2026	G	10	5	(264.00)	-
S20-11683	440000236927	LENOVO 100E 2ND GEN (NON-TOUCH)	P206JZGC	1	12/4/2019	209.00	044D	2691	9/30/2026	G	7	5	(209.00)	-
21-77447	440000330470	LENOVO 300E 2ND GEN (AMD) TOUCH	R9127NBR	1	6/22/2021	264.50	044A	2691	9/30/2026	G	5	5	(264.50)	-
21-11456	440000263665	LENOVO 300E (1B CELERON TOUCH)	P209VPG	1	9/8/2020	237.50	044A	2691	9/30/2026	G	6	5	(237.50)	-
21-77454	440000330477	LENOVO 300E 2ND GEN (AMD) TOUCH	R9127B1M	1	6/22/2021	264.50	044A	2691	9/30/2026	G	5	5	(264.50)	-
21-77495	440000330518	LENOVO 300E 2ND GEN (AMD) TOUCH	R9127N5S	1	6/22/2021	264.50	044A	2691	9/30/2026	G	5	5	(264.50)	-
S17024953	440000195904	LENOVO YOGA 260 (i3 PROCESSOR) LAPTOP	MP15Z007	1	12/13/2016	899.00	044D	2691	9/30/2026	G	10	5	(899.00)	-
S17024959	440000195910	LENOVO YOGA 260 (i3 PROCESSOR) LAPTOP	MP15YZY2	1	12/13/2016	899.00	044D	2691	9/30/2026	G	10	5	(899.00)	-
S17024937	440000195888	LENOVO YOGA 260 (i3 PROCESSOR) LAPTOP	MP15ZATG	1	12/13/2016	899.00	044D	2691	9/30/2026	G	10	5	(899.00)	-
S17024933	440000195884	LENOVO YOGA 260 (i3 PROCESSOR) LAPTOP	MP15YZ6Q	1	12/13/2016	899.00	044D	2691	9/30/2026	G	10	5	(899.00)	-
21-22568	440000274711	ThinkPad L14 Gen1 20U2S0NE00	PF1SSGFH	1	10/1/2020	503.50	044A	2691	9/30/2026	G	6	5	(503.50)	-
21-27543	440000279686	ThinkPad L14 Gen1 20U2S0NE00	PF1T6JYL	1	10/1/2020	503.50	044A	2691	9/30/2026	G	6	5	(503.50)	-
S17024836	440000195787	LENOVO N23 LAPTOP + 3 YEAR WARRANTY	YD01JHVC	1	12/13/2016	264.00	044D	2691	9/30/2026	G	10	5	(264.00)	-
S17024848	440000195799	LENOVO N23 LAPTOP + 3 YEAR WARRANTY	YD01JHUF	1	12/13/2016	264.00	044D	2691	9/30/2026	G	10	5	(264.00)	-
S17024921	440000195872	LENOVO N23 LAPTOP + 3 YEAR WARRANTY	YD01JHSV	1	12/13/2016	264.00	044D	2691	9/30/2026	G	10	5	(264.00)	-
S18-04592	440000224762	LENOVO N23 LAPTOP + 3 YEAR WARRANTY	YD02J6VL	1	8/2/2017	229.00	044D	2691	9/30/2026	G	9	5	(229.00)	-
S17024844	440000195795	LENOVO N23 LAPTOP + 3 YEAR WARRANTY	YD01JHUM	1	12/13/2016	264.00	044D	2691	9/30/2026	G	10	5	(264.00)	-
S18-04589	440000224759	LENOVO N23 LAPTOP + 3 YEAR WARRANTY	YD02J6W5	1	8/2/2017	229.00	044D	2691	9/30/2026	G	9	5	(229.00)	-
S17024820	440000195771	LENOVO N23 LAPTOP + 3 YEAR WARRANTY	YD01JHT7	1	12/13/2016	264.00	044D	2691	9/30/2026	G	10	5	(264.00)	-
S17024818	440000195769	LENOVO N23 LAPTOP + 3 YEAR WARRANTY	YD01JHTL	1	12/13/2016	264.00	044D	2691	9/30/2026	G	10	5	(264.00)	-
S17024879	440000195830	LENOVO N23 LAPTOP + 3 YEAR WARRANTY	YD01JJ1K	1	12/13/2016	264.00	044D	2691	9/30/2026	G	10	5	(264.00)	-
S17024885	440000195836	LENOVO N23 LAPTOP + 3 YEAR WARRANTY	YD01JHW1	1	12/13/2016	264.00	044D	2691	9/30/2026	G	10	5	(264.00)	-
S17024907	440000195858	LENOVO N23 LAPTOP + 3 YEAR WARRANTY	YD01JJ24	1	12/13/2016	264.00	044D	2691	9/30/2026	G	10	5	(264.00)	-
S17024810	440000195761	LENOVO M700 SFF DESKTOP	MJ04NKAQ	1	12/13/2016	634.00	044D	2691	9/30/2026	G	10	5	(634.00)	-
22-00801	440000334811	Laptop, Latitude 3190 2-in-1	1M928C3	1	7/12/2021	276.05	044A	2691	9/30/2026	G	5	5	(276.05)	-
S18-04593	440000224763	LENOVO N23 LAPTOP + 3 YEAR WARRANTY	YD02J7FM	1	8/2/2017	229.00	044D	2691	9/30/2026	G	9	5	(229.00)	-
S17024831	440000195782	LENOVO N23 LAPTOP + 3 YEAR WARRANTY	YD01JHVJ	1	12/13/2016	264.00	044D	2691	9/30/2026	G	10	5	(264.00)	-
S17024826	440000195777	LENOVO N23 LAPTOP + 3 YEAR WARRANTY	YD01JHT4	1	12/13/2016	264.00	044D	2691	9/30/2026	G	10	5	(264.00)	-
S18-04590	440000224760	LENOVO N23 LAPTOP + 3 YEAR WARRANTY	YD02J6VP	1	8/2/2017	229.00	044D	2691	9/30/2026	G	9	5	(229.00)	-
S17024842	440000195793	LENOVO N23 LAPTOP + 3 YEAR WARRANTY	YD01JHUQ	1	12/13/2016	264.00	044D	2691	9/30/2026	G	10	5	(264.00)	-
S17024925	440000195876	LENOVO N23 LAPTOP + 3 YEAR WARRANTY	YD01JJ38	1	12/13/2016	264.00	044D	2691	9/30/2026	G	10	5	(264.00)	-
S17024845	440000195796	LENOVO N23 LAPTOP + 3 YEAR WARRANTY	YD01JHUL	1	12/13/2016	264.00	044D	2691	9/30/2026	G	10	5	(264.00)	-
S18-04595	440000224765	LENOVO N23 LAPTOP + 3 YEAR WARRANTY	YD02J7ET	1	8/2/2017	229.00	044D	2691	9/30/2026	G	9	5	(229.00)	-
S17024916	440000195867	LENOVO N23 LAPTOP + 3 YEAR WARRANTY	YD01JJ05	1	12/13/2016	264.00	044D	2691	9/30/2026	G	10	5	(264.00)	-
S17024843	440000195794	LENOVO N23 LAPTOP + 3 YEAR WARRANTY	YD01JHUP	1	12/13/2016	264.00	044D	2691	9/30/2026	G	10	5	(264.00)	-
S17024926	440000195877	LENOVO N23 LAPTOP + 3 YEAR WARRANTY	YD01JJ2U	1	12/13/2016	264.00	044D	2691	9/30/2026	G	10	5	(264.00)	-
S17024901	440000195852	LENOVO N23 LAPTOP + 3 YEAR WARRANTY	YD01JJ0Q	1	12/13/2016	264.00	044D	2691	9/30/2026	G	10	5	(264.00)	-
S17024896	440000195847	LENOVO N23 LAPTOP + 3 YEAR WARRANTY	YD01JJAA	1	12/13/2016	264.00	044D	2691	9/30/2026	G	10	5	(264.00)	-
S17024863	440000195814	LENOVO N23 LAPTOP + 3 YEAR WARRANTY	YD01JHU0	1	12/13/2016	264.00	044D	2691	9/30/2026	G	10	5	(264.00)	-
S17024918	440000195869	LENOVO N23 LAPTOP + 3 YEAR WARRANTY	YD01JJ0R	1	12/13/2016	264.00	044D	2691	9/30/2026	G	10	5	(264.00)	-
S17024852	440000195803	LENOVO N23 LAPTOP + 3 YEAR WARRANTY	YD01JHU9	1	12/13/2016	264.00	044D	2691	9/30/2026	G	10	5	(264.00)	-
S18-04605	440000224775	LENOVO N23 LAPTOP + 3 YEAR WARRANTY	YD02J7D0	1	8/2/2017	229.00	044D	2691	9/30/2026	G	9	5	(229.00)	-
S18-04602	440000224772	LENOVO N23 LAPTOP + 3 YEAR WARRANTY	YD02J7G9	1	8/2/2017	229.00	044D	2691	9/30/2026	G	9	5	(229.00)	-
S17024828	440000195779	LENOVO N23 LAPTOP + 3 YEAR WARRANTY	YD01JHVN	1	12/13/2016	264.00	044D	2691	9/30/2026	G	10	5	(264.00)	-
S17024927	440000195878	LENOVO N23 LAPTOP + 3 YEAR WARRANTY	YD01JJ2S	1	12/13/2016	264.00	044D	2691	9/30/2026	G	10	5	(264.00)	-
S18-04597	440000224767	LENOVO N23 LAPTOP + 3 YEAR WARRANTY	YD02J7G7	1	8/2/2017	229.00	044D	2691	9/30/2026	G	9	5	(229.00)	-
S17024883	440000195834	LENOVO N23 LAPTOP + 3 YEAR WARRANTY	YD01JJ11	1	12/13/2016	264.00	044D	2691	9/30/2026	G	10	5	(264.00)	-
S17024903	440000195854	LENOVO N23 LAPTOP + 3 YEAR WARRANTY	YD01JJ2P	1	12/13/2016	264.00	044D	2691	9/30/2026	G	10	5	(264.00)	-
S17024906	440000195857	LENOVO N23 LAPTOP + 3 YEAR WARRANTY	YD01JJ29	1	12/13/2016	264.00	044D	2691	9/30/2026	G	10	5	(264.00)	-
S17024857	440000195808	LENOVO N23 LAPTOP + 3 YEAR WARRANTY	YD01JHX3	1	12/13/2016	264.00	044D	2691	9/30/2026	G	10	5	(264.00)	-
S17024861	440000195812	LENOVO N23 LAPTOP + 3 YEAR WARRANTY	YD01JHWC	1	12/13/2016	264.00	044D	2691	9/30/2026	G	10	5	(264.00)	-
S17024919	440000195870	LENOVO N23 LAPTOP + 3 YEAR WARRANTY	YD01JHT2	1	12/13/2016	264.00	044D	2691	9/30/2026	G	10	5	(264.00)	-
21-11461	440000263670	LENOVO 300E (1B CELERON TOUCH)	P209VSRM	1	9/8/2020	237.50	044A	2691	9/30/2026	G	6	5	(237.50)	-
09-02192	110000001527	ACTIVEXPRESSION 25	26910001	1	7/30/2008	1,945.00	011A	2691	9/30/2026	T	18	7	(1,945.00)	-
S17024938	440000195889	LENOVO YOGA 260 (i3 PROCESSOR) LAPTOP	MP15Z9MB	1	12/13/2016	899.00	044D	2691	9/30/2026	G	10	5	(899.00)	-
S17024955	440000195906	LENOVO YOGA 260 (i3 PROCESSOR) LAPTOP	MP15Z009	1	12/13/2016	899.00	044D	2691	9/30/2026	G	10	5	(899.00)	-
21-11514	440000263723	LENOVO THINKPAD L390 (1F - i5 TOUCH)	R90YM4G8	1	9/8/2020	622.50	044A	2691	9/30/2026	G	6	5	(622.50)	-
21-11517	440000263726	LENOVO THINKPAD L390 (1F - i5 TOUCH)	R90YM4G2	1	9/8/2020	622.50	044A	2691	9/30/2026	G	6	5	(622.50)	-
21-28249	440000280392	ThinkPad L14 Gen1 20U2S0NF00	PF1T7VC9	1	10/1/2020	478.50	044A	2691	9/30/2026	G	6	5	(478.50)	-

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A06-84975	820000000142	WELDER	LG059444Q	1	1/9/2006	4,302.00	082A	9604	9/30/2026	T	21	15	(4,302.00)	-
S17032708	440000203338	LAPTOP CART-EARTH WALK CART (30 USER)	63271	1	1/27/2017	1,339.00	044B	1791	9/30/2026	G	10	5	(1,339.00)	-
21-23838	440000275981	ThinkPad L14 Gen1 20U2S0NE00	PF1SV02G	1	10/1/2020	503.50	044A	2691	9/30/2026	G	6	5	(503.50)	-
S17024945	440000195896	LENOVO YOGA 260 (i3 PROCESSOR) LAPTOP	MP15Z42P	1	12/13/2016	899.00	044D	2691	9/30/2026	G	10	5	(899.00)	-
S17024940	440000195891	LENOVO YOGA 260 (i3 PROCESSOR) LAPTOP	MP15Z89E	1	12/13/2016	899.00	044D	2691	9/30/2026	G	10	5	(899.00)	-
S17024957	440000195908	LENOVO YOGA 260 (i3 PROCESSOR) LAPTOP	MP15YZZ9	1	12/13/2016	899.00	044D	2691	9/30/2026	G	10	5	(899.00)	-
S17024943	440000195894	LENOVO YOGA 260 (i3 PROCESSOR) LAPTOP	MP15Z459	1	12/13/2016	899.00	044D	2691	9/30/2026	G	10	5	(899.00)	-
S17024934	440000195885	LENOVO YOGA 260 (i3 PROCESSOR) LAPTOP	MP15YZ6B	1	12/13/2016	899.00	044D	2691	9/30/2026	G	10	5	(899.00)	-
S17024962	440000195913	LENOVO YOGA 260 (i3 PROCESSOR) LAPTOP	MP15YZ70	1	12/13/2016	899.00	044D	2691	9/30/2026	G	10	5	(899.00)	-
21-11519	440000263728	LENOVO THINKPAD L390 (1F - i5 TOUCH)	R90YM4GA	1	9/8/2020	622.50	044A	2691	9/30/2026	G	6	5	(622.50)	-
S17024806	440000195757	LENOVO M700 SFF DESKTOP	MJ04NKCN	1	12/13/2016	634.00	044D	2691	9/30/2026	G	10	5	(634.00)	-
16-03430	440000102171	SERVER, POWEREDGE R220	B7KP382	1	3/31/2016	1,868.33	044A	2691	9/30/2026	T	10	5	(1,868.33)	-
17-02839	440000220426	SERVER, POWEREDGE R330	JYYPXG2	1	5/1/2017	3,530.00	044A	2691	9/30/2026	G	9	5	(3,530.00)	-
17-03105	440000220652	IPTV CONNECT V2	IDN198	1	5/22/2017	2,828.32	044A	2691	9/30/2026	G	9	5	(2,828.32)	-
21-11502	440000263711	LENOVO 300E (1B CELERON TOUCH)	P209VTL0	1	9/8/2020	237.50	044A	2691	9/30/2026	G	6	5	(237.50)	-
21-77466	440000330489	LENOVO 300E 2ND GEN (AMD) TOUCH	R9127B1J	1	6/22/2021	264.50	044A	2691	9/30/2026	G	5	5	(264.50)	-
21-11446	440000263655	LENOVO 300E (1B CELERON TOUCH)	P209VSMK	1	9/8/2020	237.50	044A	2691	9/30/2026	G	6	5	(237.50)	-
21-11479	440000263688	LENOVO 300E (1B CELERON TOUCH)	P209VP4	1	9/8/2020	237.50	044A	2691	9/30/2026	G	6	5	(237.50)	-
05LA30272	440000134902	APPLE REFRESH RAID SERVER	QP5320CERS4	1	7/22/2005	3,970.32	044A	2691	9/30/2026	T	21	5	(3,970.32)	-
06-04072	440000040726	IBM SERVER X236, INTEL XEON 2.8 GHZ	KPXD931	1	9/12/2005	12,048.17	044A	2691	9/30/2026	T	21	5	(12,048.17)	-
05-53509	460000010657	VIDEO CONFERENCE, OPUS SYSTEMM,*ETS ONLY*	25A02575	1	5/12/2005	21,001.91	046A	2691	9/30/2026	G	21	7	(21,001.91)	-
09-82735	110000002807	PROMETHEAN BOARD	0810951125	1	7/30/2008	1,677.00	011A	2691	9/30/2026	T	18	7	(1,677.00)	-
14-01073	110000006087	MIMIOVOTE	21C68A9A	1	8/26/2013	1,299.00	011A	2691	9/30/2026	T	13	7	(1,299.00)	-
17-02097	110000009141	PROMETHEAN ACTIVTABLE-S-US	ATA1631015	1	3/16/2017	4,950.00	011A	2691	9/30/2026	G	10	7	(4,950.00)	-
05-30460	440000021022	PRINTER, LEXMARK T630N B/W LASER	991V3N7	1	9/21/2004	1,208.00	044A	2691	9/30/2026	T	22	5	(1,208.00)	-
05-30461	440000021024	PRINTER, LEXMARK T630N B/W LASER	991V3N9	1	9/21/2004	1,208.00	044A	2691	9/30/2026	T	22	5	(1,208.00)	-
21-11492	440000263701	LENOVO 300E (1B CELERON TOUCH)	P209VT28	1	9/8/2020	237.50	044A	2691	9/30/2026	G	6	5	(237.50)	-
21-11458	440000263667	LENOVO 300E (1B CELERON TOUCH)	P209VSMN	1	9/8/2020	237.50	044A	2691	9/30/2026	G	6	5	(237.50)	-
21-77502	440000330525	LENOVO 300E 2ND GEN (AMD) TOUCH	R9127N93	1	6/22/2021	264.50	044A	2691	9/30/2026	G	5	5	(264.50)	-
14-03846	200000001423	PIT, HIGH JUMP W/COVER RED	01710099	1	1/28/2014	5,850.00	020A	0171	9/30/2026	T	13	10	(5,850.00)	-
997103751	190000001476	2007 CHEVROLET WHITE VAN	1GBJG31U171183307	1	5/21/2007	27,575.00	019A	9613	9/30/2026	T	19	10	(27,575.00)	-
997103541	190000001281	2005, FORD E-350 SD	1FTSE34L95HA74767	1	1/20/2005	15,580.00	019A	9620	9/30/2026	T	22	10	(15,580.00)	-
997103397	190000001153	TRUCK PICKUP 3/4 TON FORD 2003	1FTNF20L13ED09249	1	4/30/2003	15,190.00	019A	9620	9/30/2026	G	23	10	(15,190.00)	-
01-25269	580000000073	CAMCORDER, SONY DIGITAL VIDEO	1009552	1	6/29/2001	2,136.00	058A	0171	9/30/2026	T	25	7	(2,136.00)	-
02-00808	220000000025	MODULE, BROADCAST (0171)	01710050	1	6/30/2001	3,494.00	022A	0171	9/30/2026	T	25	10	(3,494.00)	-
02-02462	600000000024	RECEIVER, TELEVISION 36" ZENITH H3647DT	92164410018	1	8/16/2001	1,740.75	060A	0171	9/30/2026	T	25	7	(1,740.75)	-
02-13344	440000002090	PLOTTER, ROBOTEL CONTROL UNIT	73716	1	3/4/2002	4,355.00	044A	0171	9/30/2026	T	25	5	(4,355.00)	-
02-16726	560000000162	PROJECTOR, MULTIMEDIA/INFOCUS/HIGHEND	ABPH14200464	1	6/13/2002	3,999.00	056A	0171	9/30/2026	T	24	6	(3,999.00)	-
02-80160	560000000169	PROJECTOR, LCD PANASONIC	SL1320218	1	7/19/2001	3,158.00	056A	0171	9/30/2026	T	25	6	(3,158.00)	-
02-80163	560000000170	PROJECTOR, LCD PANASONIC	SL1320190	1	7/19/2001	3,158.00	056A	0171	9/30/2026	T	25	6	(3,158.00)	-
03-06644	580000000127	CAMCORDER, DIGITAL, SONY, DSRPD150,HIGH END	1000448	1	8/27/2002	3,221.80	058A	0171	9/30/2026	T	24	7	(3,221.80)	-
03-08054	580000000128	CAMCORDER,DIGITAL,SONY,DSRPD150,HIGH END	1030022	1	10/8/2002	3,221.80	058A	0171	9/30/2026	T	24	7	(3,221.80)	-
03-19219	560000000255	PROJECTOR ULTRAPORTABLE, EPSON POWERLITE	EXNG330795F	1	4/11/2003	1,598.00	056A	0171	9/30/2026	T	23	6	(1,598.00)	-
05-35617	440000023263	DELL, PE2610 3.06GHZ/1MB	BPHX351	1	11/2/2004	7,804.00	044A	0171	9/30/2026	T	22	5	(7,804.00)	-
05-35619	440000023265	RACK, DELL PE4210 FRM	8TT1551	1	11/2/2004	2,572.50	044A	0171	9/30/2026	T	22	5	(2,572.50)	-
05-35621	440000023267	DELL, PV770N 2.8GHZ XEON	G8XH451	1	11/2/2004	6,448.00	044A	0171	9/30/2026	T	22	5	(6,448.00)	-
05-53976	460000002076	TELECONFERENCE SYSTEMMS,DISTANCE LEARNING	30A65705/407KT0075	1	6/6/2005	13,400.00	046A	0171	9/30/2026	T	21	7	(13,400.00)	-
05-86262	460000002705	TELECONFERENCE SYSTEMMS TANDBERG	30A74578/407KT0084	1	6/6/2005	13,400.00	046A	0171	9/30/2026	T	21	7	(13,400.00)	-
06-81476	580000000507	CAMCORDER, DIGITAL	1326470	1	9/12/2005	1,414.05	058A	0171	9/30/2026	T	21	7	(1,414.05)	-
06-81477	440000046291	DVR, IKELITE 6038	01710013	1	9/12/2005	1,174.05	044A	0171	9/30/2026	T	21	5	(1,174.05)	-
06-81479	100000000274	NIKONOS, HOUSING DOUBLE	20046077	1	9/12/2005	1,714.05	010A	0171	9/30/2026	T	21	7	(1,714.05)	-
07-12619	580000000161	CAMCORDER, CANON HV20 2.96MP	652430005975	1	5/11/2007	1,079.95	058A	0171	9/30/2026	T	19	7	(1,079.95)	-
07-82104	160000000304	MOBILE MAPPER	0115470058410	1	4/19/2007	2,386.00	016A	0171	9/30/2026	T	19	7	(2,386.00)	-
07-82105	160000000305	MOBILE MAPPER	0115470053699	1	4/19/2007	2,386.00	016A	0171	9/30/2026	T	19	7	(2,386.00)	-
08-82781	110000001178	RESPONSE SYSTEMM 32	01710038	1	3/6/2008	1,999.00	011A	0171	9/30/2026	T	19	7	(1,999.00)	-
09-08739	110000001977	ACTIVBOARD W/ACTIVSTUDIO BUNDLE INCLUDE	0835355066	1	12/5/2008	1,477.00	011A	0171	9/30/2026	T	18	7	(1,477.00)	-
09-08740	110000001978	ACTIVBOARD W/ACTIVSTUDIO BUNDLE INCLUDE	0835355065	1	12/5/2008	1,477.00	011A	0171	9/30/2026	T	18	7	(1,477.00)	-
09-08742	110000001980	ACTIVBOARD W/ACTIVSTUDIO BUNDLE INCLUDE	0835355063	1	12/5/2008	1,477.00	011A	0171	9/30/2026	T	18	7	(1,477.00)	-
09-08743	110000001981	ACTIVBOARD W/ACTIVSTUDIO BUNDLE INCLUDE	0835355062	1	12/5/2008	1,477.00	011A	0171	9/30/2026	T	18	7	(1,477.00)	-
09-08744	110000001982	ACTIVBOARD W/ACTIVSTUDIO BUNDLE INCLUDE	0835355061	1	12/5/2008	1,477.00	011A	0171	9/30/2026	T	18	7	(1,477.00)	-
09-81456	110000002493	ACTIVEXPRESSIONS 32	01710032	1	12/5/2008	2,195.00	011A	0171	9/30/2026	T	18	7	(2,195.00)	-
09-81457	110000002494	ACTIVEXPRESSIONS 32	01710020	1	12/5/2008	2,195.00	011A	0171	9/30/2026	T	18	7	(2,195.00)	-
10-01061	110000003004	AB78-AMER PROMETHEAN ACTIVBOARD	B0905190139	1	9/2/2009	1,177.00	011A	0171	9/30/2026	T	17	7	(1,177.00)	-
10-80819	110000003809	BOARD, PROMETHEAN ACTIVBOARD	C1001070392	1	2/18/2010	1,039.00	011A	0171	9/30/2026		17	7	(1,039.00)	-
10-80820	110000003810	BOARD, PROMETHEAN ACTIVBOARD	C1001070394	1	2/18/2010	1,039.00	011A	0171	9/30/2026	T	17	7	(1,039.00)	-

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10-80821	110000003811	BOARD, PROMETHEAN ACTIVBOARD	C1001070393	1	2/18/2010	1,039.00	011A	0171	9/30/2026	T	17	7	(1,039.00)	-
10-80822	110000003812	BOARD, PROMETHEAN ACTIVBOARD	C1001070391	1	2/18/2010	1,039.00	011A	0171	9/30/2026	T	17	7	(1,039.00)	-
10-81142	110000004041	BOARD, PROMETHEAN ACTIVBOARD 78 STANDARD	C1001070397	1	2/18/2010	1,039.00	011A	0171	9/30/2026	T	17	7	(1,039.00)	-
10-81143	110000004042	BOARD, PROMETHEAN ACTIVBOARD 78 STANDARD	C1001070395	1	2/18/2010	1,039.00	011A	0171	9/30/2026	T	17	7	(1,039.00)	-
10-81144	110000004043	BOARD, PROMETHEAN ACTIVBOARD 78 STANDARD	C1001070396	1	2/18/2010	1,039.00	011A	0171	9/30/2026	T	17	7	(1,039.00)	-
10-81145	110000004044	BOARD, PROMETHEAN ACTIVBOARD 78 STANDARD	C1001070398	1	2/18/2010	1,039.00	011A	0171	9/30/2026	T	17	7	(1,039.00)	-
12-03028	440000060015	APPLE IMAC INTEL W/21.5 LED WIDESCRN	D25H80LZDKL9	1	3/30/2012	1,195.28	044A	0171	9/30/2026	T	15	5	(1,195.28)	-
12-80362	110000005497	PROMETHEAN ACTIVBOARD AB378	C1108160675	1	10/19/2011	1,039.00	011A	0171	9/30/2026	T	15	7	(1,039.00)	-
12-80363	110000005499	PROMETHEAN ACTIVBOARD AB378	C1108160674	1	10/19/2011	1,039.00	011A	0171	9/30/2026	T	15	7	(1,039.00)	-
14-03582	440000080723	APPLE IMAC INTEL W/215" LED-BACKLIT GLS	C02LJ17HFFYV	1	1/16/2014	1,269.00	044A	0171	9/30/2026	T	13	5	(1,269.00)	-
86-19392	210000000268	MICROSCOPE MICROMASTER W/PHASE CONTRAST	50017	1	7/23/1985	1,295.00	021A	0171	9/30/2026	G	41	10	(1,295.00)	-
97-20164	460000005044	STATION BASE, MOTOROLA SYSTEM, SE REPEATER	740CXC1356	1	7/18/1997	3,062.25	046A	0171	9/30/2026	G	29	7	(3,062.25)	-
98-12446	110000007197	SMART BOARD, 380 W/ FLOOR STAND	SB3803127	1	8/17/1998	2,768.00	011A	0171	9/30/2026	G	28	7	(2,768.00)	-
99-07830	110000007331	SMARTBOARD 580 W/STAND	SB58007697	1	6/16/1999	2,338.00	011A	0171	9/30/2026	G	27	7	(2,338.00)	-
99-08827	560000002388	PROJECTOR, LCD MULTI SVGA SHARP XGNV2U	904325605	1	6/10/1999	4,416.60	056A	0171	9/30/2026	G	27	6	(4,416.60)	-
R05-87074	580000000716	CAMCORDER, DIGITAL SONY	1122822	1	6/6/2005	2,908.00	058A	0171	9/30/2026	T	21	7	(2,908.00)	-
R14-80628	440000064383	PRINTER FARGO DTC4500	B2110621	1	7/30/2013	2,375.10	044A	0171	9/30/2026	T	13	5	(2,375.10)	-
S16007331	110000006110	MIMIO VOTE STUDENT RESPONSE SYSTEMM	73647A32-I21097D25	1	10/27/2015	1,663.00	011B	0171	9/30/2026	T	11	7	(1,663.00)	-
S17044837	440000215164	LENOVO M700 SFF DESKTOP	MJ04NK74	1	3/1/2017	634.00	044D	0171	9/30/2026	G	10	5	(634.00)	-
S17044838	440000215165	LENOVO M700 SFF DESKTOP	MJ04NKBW	1	3/1/2017	634.00	044D	0171	9/30/2026	G	10	5	(634.00)	-
S17044841	440000215168	LENOVO M700 SFF DESKTOP	MJ04NKAP	1	3/1/2017	634.00	044D	0171	9/30/2026	G	10	5	(634.00)	-
S17044842	440000215169	LENOVO M700 SFF DESKTOP	MJ04NKCL	1	3/1/2017	634.00	044D	0171	9/30/2026	G	10	5	(634.00)	-
S17044843	440000215170	LENOVO M700 SFF DESKTOP	MJ04NK76	1	3/1/2017	634.00	044D	0171	9/30/2026	G	10	5	(634.00)	-
S17044844	440000215171	LENOVO M700 SFF DESKTOP	MJ04NKB6	1	3/1/2017	634.00	044D	0171	9/30/2026	G	10	5	(634.00)	-
S17044845	440000215172	LENOVO M700 SFF DESKTOP	MJ04NKB7	1	3/1/2017	634.00	044D	0171	9/30/2026	G	10	5	(634.00)	-
S17044853	440000215180	LENOVO M700 SFF DESKTOP	MJ04KEKL	1	3/1/2017	634.00	044D	0171	9/30/2026	G	10	5	(634.00)	-
S17044854	440000215181	LENOVO M700 SFF DESKTOP	MJ04KEKU	1	3/1/2017	634.00	044D	0171	9/30/2026	G	10	5	(634.00)	-
S17044858	440000215185	LENOVO M700 SFF DESKTOP	MJ04NKC1	1	3/1/2017	634.00	044D	0171	9/30/2026	G	10	5	(634.00)	-
S17044860	440000215187	LENOVO M700 SFF DESKTOP	MJ04NKC7	1	3/1/2017	634.00	044D	0171	9/30/2026	G	10	5	(634.00)	-
S17044861	440000215188	LENOVO M700 SFF DESKTOP	MJ04NKBV	1	3/1/2017	634.00	044D	0171	9/30/2026	G	10	5	(634.00)	-
S17044874	440000215201	LENOVO M700 SFF DESKTOP	MJ04NKCK	1	3/1/2017	634.00	044D	0171	9/30/2026	G	10	5	(634.00)	-
S17044875	440000215202	LENOVO M700 SFF DESKTOP	MJ04NKCS	1	3/1/2017	634.00	044D	0171	9/30/2026	G	10	5	(634.00)	-
S17044881	440000215208	LENOVO M700 SFF DESKTOP	MJ04WWNZ	1	3/1/2017	634.00	044D	0171	9/30/2026	G	10	5	(634.00)	-
S17044884	440000215211	LENOVO M700 SFF DESKTOP	MJ04NK7B	1	3/1/2017	634.00	044D	0171	9/30/2026	G	10	5	(634.00)	-
S17044886	440000215213	LENOVO M700 SFF DESKTOP	MJ04KEJ9	1	3/1/2017	634.00	044D	0171	9/30/2026	G	10	5	(634.00)	-
S17044887	440000215214	LENOVO M700 SFF DESKTOP	MJ04NKCR	1	3/1/2017	634.00	044D	0171	9/30/2026	G	10	5	(634.00)	-
S17044888	440000215215	LENOVO M700 SFF DESKTOP	MJ04NK7L	1	3/1/2017	634.00	044D	0171	9/30/2026	G	10	5	(634.00)	-
S17044889	440000215216	LENOVO M700 SFF DESKTOP	MJ04NKBT	1	3/1/2017	634.00	044D	0171	9/30/2026	G	10	5	(634.00)	-
S17044890	440000215217	LENOVO M700 SFF DESKTOP	MJ04NK7G	1	3/1/2017	634.00	044D	0171	9/30/2026	G	10	5	(634.00)	-
S17044891	440000215218	LENOVO M700 SFF DESKTOP	MJ04NK90	1	3/1/2017	634.00	044D	0171	9/30/2026	G	10	5	(634.00)	-
S17044892	440000215219	LENOVO M700 SFF DESKTOP	MJ04NKBZ	1	3/1/2017	634.00	044D	0171	9/30/2026	G	10	5	(634.00)	-
S17044895	440000215222	LENOVO M700 SFF DESKTOP	MJ04NK9T	1	3/1/2017	634.00	044D	0171	9/30/2026	G	10	5	(634.00)	-
S17044896	440000215223	LENOVO M700 SFF DESKTOP	MJ04NK7W	1	3/1/2017	634.00	044D	0171	9/30/2026	G	10	5	(634.00)	-
S17044897	440000215224	LENOVO M700 SFF DESKTOP	MJ04NK7J	1	3/1/2017	634.00	044D	0171	9/30/2026	G	10	5	(634.00)	-
S17044906	440000215233	LENOVO M700 SFF DESKTOP	MJ04WWPN	1	3/1/2017	634.00	044D	0171	9/30/2026	G	10	5	(634.00)	-
S17044912	440000215239	LENOVO M700 SFF DESKTOP	MJ04WWPZ	1	3/1/2017	634.00	044D	0171	9/30/2026	G	10	5	(634.00)	-
S17044966	440000215293	LENOVO M700 SFF DESKTOP	MJ04KEKT	1	3/1/2017	634.00	044D	0171	9/30/2026	G	10	5	(634.00)	-
S17044967	440000215294	LENOVO M700 SFF DESKTOP	MJ04KELH	1	3/1/2017	634.00	044D	0171	9/30/2026	G	10	5	(634.00)	-
S17044968	440000215295	LENOVO M700 SFF DESKTOP	MJ04KELA	1	3/1/2017	634.00	044D	0171	9/30/2026	G	10	5	(634.00)	-
S17044977	440000215304	LENOVO M700 SFF DESKTOP	MJ04KEKP	1	3/1/2017	634.00	044D	0171	9/30/2026	G	10	5	(634.00)	-
S17044978	440000215305	LENOVO M700 SFF DESKTOP	MJ04NKCP	1	3/1/2017	634.00	044D	0171	9/30/2026	G	10	5	(634.00)	-
S17044979	440000215306	LENOVO M700 SFF DESKTOP	MJ04KEKN	1	3/1/2017	634.00	044D	0171	9/30/2026	G	10	5	(634.00)	-
S17044980	440000215307	LENOVO M700 SFF DESKTOP	MJ04KEL9	1	3/1/2017	634.00	044D	0171	9/30/2026	G	10	5	(634.00)	-
S17044981	440000215308	LENOVO M700 SFF DESKTOP	MJ04KEKZ	1	3/1/2017	634.00	044D	0171	9/30/2026	G	10	5	(634.00)	-
S17044987	440000215314	LENOVO M700 SFF DESKTOP	MJ04KEKA	1	3/1/2017	634.00	044D	0171	9/30/2026	G	10	5	(634.00)	-
S17044988	440000215315	LENOVO M700 SFF DESKTOP	MJ04KEKM	1	3/1/2017	634.00	044D	0171	9/30/2026	G	10	5	(634.00)	-
S17044989	440000215316	LENOVO M700 SFF DESKTOP	MJ04KEKC	1	3/1/2017	634.00	044D	0171	9/30/2026	G	10	5	(634.00)	-
06-04249	440000040834	IBM SERVER X236, INTEL XEON 2.8 GHZ	KPLV357	1	9/12/2005	12,048.17	044A	0171	9/30/2026	T	21	5	(12,048.17)	-
05LA30152	440000134733	APPLE REFRESH RAID SERVER	QP533032RS4	1	7/22/2005	3,970.32	044A	0171	9/30/2026	T	21	5	(3,970.32)	-
05LA00011	440000169630	Apple Refresh Server	QP533015SLZ	1	7/22/2005	3,021.23	044A	0171	9/30/2026	T	21	5	(3,021.23)	-
12-03250	440000060241	APPLE MACBOOK PRO - 2.2GHZ 15" DISPLAY	C02H3AF5DV7L	1	3/26/2012	2,048.25	044A	3851	9/30/2026	T	15	5	(2,048.25)	-
15-03910	440000260802	Media Center Circulation Desk - Lenovo	MJ022XYM	1	3/10/2015	1,263.98	044A	3851	9/30/2026	T	12	5	(1,263.98)	-
17-00252	440000176486	LENOVO P310 DESKTOP	MJ03X3RU	1	8/3/2016	1,188.00	044A	3851	9/30/2026	G	10	5	(1,188.00)	-
17-02403	440000219224	Apple 27-inch iMac (MK482LL/A)	C02T5008GG7N	1	4/18/2017	2,099.00	044A	3851	9/30/2026	G	9	5	(2,099.00)	-
20-01417	440000237319	LENOVO THINKPAD X1 YOGA 4TH GEN	PF2158K8	1	1/27/2020	1,370.00	044A	3851	9/30/2026	G	7	5	(1,370.00)	-

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
LIST OF SURPLUS PROPERTY UNDER $500,000
DATED : September 30, 2026

BPI NUMBER	ASSET NUMBER	ITEM DESCRIPTION	SERIAL NUMBER	# OF UNITS	DATE OF ACQUISITION	ACQUISITION VALUE	CLASS CODE	LOC #	DATE OF SURPLUS	CONDITION	AGE IN YEARS	ESTIMATED USEFUL LIFE	ACCUMULATED DEPRECIATION	NET BOOK VALUE
20-03376	440000241302	LENOVO 300E (1B CELERON TOUCH)	P207NBKZ	1	4/5/2020	237.50	044A	3851	9/30/2026	G	6	5	(237.50)	-
21-17493	440000269639	LENOVO THINKPAD L13 i5 (1F i5 TOUCH)	R90Z3M1R	1	9/30/2020	622.50	044A	3851	9/30/2026	G	6	5	(622.50)	-
21-17495	440000269641	LENOVO THINKPAD L13 i5 (1F i5 TOUCH)	R90Z3M1M	1	9/30/2020	622.50	044A	3851	9/30/2026	G	6	5	(622.50)	-
21-17496	440000269642	LENOVO THINKPAD L13 i5 (1F i5 TOUCH)	R90Z3M1P	1	9/30/2020	622.50	044A	3851	9/30/2026	G	6	5	(622.50)	-
21-17497	440000269643	LENOVO THINKPAD L13 i5 (1F i5 TOUCH)	R90Z3M1N	1	9/30/2020	622.50	044A	3851	9/30/2026	G	6	5	(622.50)	-
21-17498	440000269644	LENOVO THINKPAD L13 i5 (1F i5 TOUCH)	R90Z3M1S	1	9/30/2020	622.50	044A	3851	9/30/2026	G	6	5	(622.50)	-
21-17500	440000269646	LENOVO THINKPAD L13 YOGA i7 (1i i7)	R90ZDV4Z	1	9/30/2020	864.50	044A	3851	9/30/2026	G	6	5	(864.50)	-
22-04203	440000338213	LENOVO 300E (1B CELERON TOUCH)	R9135D43	1	7/20/2021	237.50	044A	3851	9/30/2026	G	5	5	(237.50)	-
22-04204	440000338214	LENOVO 300E (1B CELERON TOUCH)	R9135JZX	1	7/20/2021	237.50	044A	3851	9/30/2026	G	5	5	(237.50)	-
22-04205	440000338215	LENOVO 300E (1B CELERON TOUCH)	R9135D4L	1	7/20/2021	237.50	044A	3851	9/30/2026	G	5	5	(237.50)	-
22-04206	440000338216	LENOVO 300E (1B CELERON TOUCH)	R9135D4R	1	7/20/2021	237.50	044A	3851	9/30/2026	G	5	5	(237.50)	-
22-04207	440000338217	LENOVO 300E (1B CELERON TOUCH)	R9135D4F	1	7/20/2021	237.50	044A	3851	9/30/2026	G	5	5	(237.50)	-
22-04208	440000338218	LENOVO 300E (1B CELERON TOUCH)	R9135D87	1	7/20/2021	237.50	044A	3851	9/30/2026	G	5	5	(237.50)	-
22-04209	440000338219	LENOVO 300E (1B CELERON TOUCH)	R9135JSW	1	7/20/2021	237.50	044A	3851	9/30/2026	G	5	5	(237.50)	-
22-04211	440000338221	LENOVO 300E (1B CELERON TOUCH)	R9135JXF	1	7/20/2021	237.50	044A	3851	9/30/2026	G	5	5	(237.50)	-
22-04214	440000338224	LENOVO 300E (1B CELERON TOUCH)	R9134QVR	1	7/20/2021	237.50	044A	3851	9/30/2026	G	5	5	(237.50)	-
22-04216	440000338226	LENOVO 300E (1B CELERON TOUCH)	R9135D45	1	7/20/2021	237.50	044A	3851	9/30/2026	G	5	5	(237.50)	-
22-04217	440000338227	LENOVO 300E (1B CELERON TOUCH)	R9135JXV	1	7/20/2021	237.50	044A	3851	9/30/2026	G	5	5	(237.50)	-
22-04220	440000338230	LENOVO 300E (1B CELERON TOUCH)	R9135K0E	1	7/20/2021	237.50	044A	3851	9/30/2026	G	5	5	(237.50)	-
22-04221	440000338231	LENOVO 300E (1B CELERON TOUCH)	R9135D4H	1	7/20/2021	237.50	044A	3851	9/30/2026	G	5	5	(237.50)	-
22-04222	440000338232	LENOVO 300E (1B CELERON TOUCH)	R9135D37	1	7/20/2021	237.50	044A	3851	9/30/2026	G	5	5	(237.50)	-
22-04223	440000338233	LENOVO 300E (1B CELERON TOUCH)	R9135D4B	1	7/20/2021	237.50	044A	3851	9/30/2026	G	5	5	(237.50)	-
22-04225	440000338235	LENOVO 300E (1B CELERON TOUCH)	R9135JYV	1	7/20/2021	237.50	044A	3851	9/30/2026	G	5	5	(237.50)	-
22-04226	440000338236	LENOVO 300E (1B CELERON TOUCH)	R9135JZ2	1	7/20/2021	237.50	044A	3851	9/30/2026	G	5	5	(237.50)	-
22-04228	440000338238	LENOVO 300E (1B CELERON TOUCH)	R9135K0R	1	7/20/2021	237.50	044A	3851	9/30/2026	G	5	5	(237.50)	-
22-04230	440000338240	LENOVO 300E (1B CELERON TOUCH)	R9135JWP	1	7/20/2021	237.50	044A	3851	9/30/2026	G	5	5	(237.50)	-
22-04231	440000338241	LENOVO 300E (1B CELERON TOUCH)	R9135D4A	1	7/20/2021	237.50	044A	3851	9/30/2026	G	5	5	(237.50)	-
22-04232	440000338242	LENOVO 300E (1B CELERON TOUCH)	R9135D1B	1	7/20/2021	237.50	044A	3851	9/30/2026	G	5	5	(237.50)	-
22-04234	440000338244	LENOVO 300E (1B CELERON TOUCH)	R9134S2L	1	7/20/2021	237.50	044A	3851	9/30/2026	G	5	5	(237.50)	-
22-04237	440000338247	LENOVO 300E (1B CELERON TOUCH)	R9134994	1	7/20/2021	237.50	044A	3851	9/30/2026	G	5	5	(237.50)	-
22-04238	440000338248	LENOVO 300E (1B CELERON TOUCH)	R9135D1T	1	7/20/2021	237.50	044A	3851	9/30/2026	G	5	5	(237.50)	-
22-04240	440000338250	LENOVO 300E (1B CELERON TOUCH)	R9135JYA	1	7/20/2021	237.50	044A	3851	9/30/2026	G	5	5	(237.50)	-
22-04245	440000338255	LENOVO 300E (1B CELERON TOUCH)	R913498H	1	7/20/2021	237.50	044A	3851	9/30/2026	G	5	5	(237.50)	-
22-04247	440000338257	LENOVO 300E (1B CELERON TOUCH)	R9134995	1	7/20/2021	237.50	044A	3851	9/30/2026	G	5	5	(237.50)	-
22-04249	440000338259	LENOVO 300E (1B CELERON TOUCH)	R9135D47	1	7/20/2021	237.50	044A	3851	9/30/2026	G	5	5	(237.50)	-
22-04250	440000338260	LENOVO 300E (1B CELERON TOUCH)	R9135D3S	1	7/20/2021	237.50	044A	3851	9/30/2026	G	5	5	(237.50)	-
22-04251	440000338261	LENOVO 300E (1B CELERON TOUCH)	R9135K16	1	7/20/2021	237.50	044A	3851	9/30/2026	G	5	5	(237.50)	-
22-04252	440000338262	LENOVO 300E (1B CELERON TOUCH)	R9135JZV	1	7/20/2021	237.50	044A	3851	9/30/2026	G	5	5	(237.50)	-
22-04254	440000338264	LENOVO 300E (1B CELERON TOUCH)	R9135D94	1	7/20/2021	237.50	044A	3851	9/30/2026	G	5	5	(237.50)	-
22-04257	440000338267	LENOVO 300E (1B CELERON TOUCH)	R9134RRY	1	7/20/2021	237.50	044A	3851	9/30/2026	G	5	5	(237.50)	-
22-04258	440000338268	LENOVO 300E (1B CELERON TOUCH)	R9135D69	1	7/20/2021	237.50	044A	3851	9/30/2026	G	5	5	(237.50)	-
22-04262	440000338272	LENOVO 300E (1B CELERON TOUCH)	R9135K07	1	7/20/2021	237.50	044A	3851	9/30/2026	G	5	5	(237.50)	-
22-04265	440000338275	LENOVO 300E (1B CELERON TOUCH)	R9135K38	1	7/20/2021	237.50	044A	3851	9/30/2026	G	5	5	(237.50)	-
22-04266	440000338276	LENOVO 300E (1B CELERON TOUCH)	R9134RJZ	1	7/20/2021	237.50	044A	3851	9/30/2026	G	5	5	(237.50)	-
22-04269	440000338279	LENOVO 300E (1B CELERON TOUCH)	R9135D82	1	7/20/2021	237.50	044A	3851	9/30/2026	G	5	5	(237.50)	-
22-04270	440000338280	LENOVO 300E (1B CELERON TOUCH)	R9135D4D	1	7/20/2021	237.50	044A	3851	9/30/2026	G	5	5	(237.50)	-
03-04460	160000000173	CUTTER, PAPER CHALLENGE TITAN 265	021428	1	8/21/2002	17,805.30	016A	0171	9/30/2026	T	24	7	(17,805.30)	-
88-10101	460000004815	DUPLICATOR OFFSET A.B. DICK 9810	2795	1	5/28/1987	13,575.00	046A	0171	9/30/2026	G	39	7	(13,575.00)	-
91-30575	460000004852	PRESS COLOR A.B. DICK 9810	4211	1	5/18/1990	6,545.00	046A	0171	9/30/2026	T	36	7	(6,545.00)	-
91-31238	160000001749	DRYER TEXTILE INFRA RED HEAT M#R2000	SPE5901	1	4/16/1991	1,302.65	016A	0171	9/30/2026	G	35	7	(1,302.65)	-
96-48441	460000005016	PRESS RYOBI 1/COLOR OFFSET 3200CD	10322	1	6/14/1996	49,520.00	046A	0171	9/30/2026	T	30	7	(49,520.00)	-
06-13431	440000044834	PRINTER, LEXMARK T640N B/W LASER	790CHC2	1	5/24/2006	1,198.00	044A	0653	9/30/2026	T	20	5	(1,198.00)	-
06-13432	440000044835	PRINTER, LEXMARK T640N B/W LASER	790CHBY	1	5/24/2006	1,198.00	044A	0653	9/30/2026	T	20	5	(1,198.00)	-
06-13360	440000044827	PRINTER, LEXMARK T640N B/W LASER	7909Y5Y	1	5/24/2006	1,384.00	044A	0653	9/30/2026	T	20	5	(1,384.00)	-
07-10683	440000005974	PRINTER LEXMARK T640N B/W LASER	790XZ53	1	3/22/2007	1,198.00	044A	0653	9/30/2026	T	20	5	(1,198.00)	-
07-10686	440000005980	PRINTER LEXMARK T640N B/W LASER	790XZ9T	1	3/22/2007	1,198.00	044A	0653	9/30/2026	T	20	5	(1,198.00)	-
18-01765	200000001965	High jump weather cover	NONE	1	10/10/2017	1,328.00	020A	0171	9/30/2026	G	9	10	(1,195.20)	132.80
22-30435	440000365655	Laptop, Latitude 3190 2-in-1	DS8M2J3	1	12/1/2021	276.05	044A	2691	9/30/2026	G	5	5	(266.85)	9.20
22-30455	440000365675	Laptop, Latitude 3190 2-in-1	75192J3	1	12/1/2021	276.05	044A	2691	9/30/2026	G	5	5	(266.85)	9.20
22-30470	440000365690	Laptop, Latitude 3190 2-in-1	24W82J3	1	12/1/2021	276.05	044A	2691	9/30/2026	G	5	5	(266.85)	9.20
26-30092	440000459003	HP ELITEBOOK 6 G1a R7 14 TOUCH	1H85396BFW	1	12/27/2025	709.98	044A	2691	9/30/2026	G	1	5	(118.33)	591.65
22-30442	440000365662	Laptop, Latitude 3190 2-in-1	J5192J3	1	12/1/2021	276.05	044A	2691	9/30/2026	G	5	5	(266.85)	9.20
22-30471	440000365691	Laptop, Latitude 3190 2-in-1	98CS6G3	1	12/1/2021	276.05	044A	2691	9/30/2026	G	5	5	(266.85)	9.20
22-30414	440000365634	Laptop, Latitude 3190 2-in-1	7MVD6G3	1	12/1/2021	276.05	044A	2691	9/30/2026	G	5	5	(266.85)	9.20
22-30488	440000365708	Laptop, Latitude 3190 2-in-1	2KPZ2J3	1	12/1/2021	276.05	044A	2691	9/30/2026	G	5	5	(266.85)	9.20

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
LIST OF SURPLUS PROPERTY UNDER $500,000
DATED : September 30, 2026

BPI NUMBER	ASSET NUMBER	ITEM DESCRIPTION	SERIAL NUMBER	# OF UNITS	DATE OF ACQUISITION	ACQUISITION VALUE	CLASS CODE	LOC #	DATE OF SURPLUS	CONDITION	AGE IN YEARS	ESTIMATED USEFUL LIFE	ACCUMULATED DEPRECIATION	NET BOOK VALUE
22-30467	440000365687	Laptop, Latitude 3190 2-in-1	FXTM2J3	1	12/1/2021	276.05	044A	2691	9/30/2026	G	5	5	(266.85)	9.20
				521		1,096,993.39							(1,096,195.34)	798.05

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
QUESTIONABLE ITEMS REPORT
DATED: September 30, 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	18-01765	High jump weather cover	NONE	10/10/2017	020A	0171	9	10	132.80		X		Beyond Economical Repair
2	22-30435	Laptop, Latitude 3190 2-in-1	DS8M2J3	12/1/2021	044A	2691	5	5	9.20		X		Beyond Economical Repair
3	22-30455	Laptop, Latitude 3190 2-in-1	75192J3	12/1/2021	044A	2691	5	5	9.20		X		Beyond Economical Repair
4	22-30470	Laptop, Latitude 3190 2-in-1	24W82J3	12/1/2021	044A	2691	5	5	9.20		X		Beyond Economical Repair
5	26-30092	HP ELITEBOOK 6 G1a R7 14 TOUCH	1H85396BFW	12/27/2025	044A	2691	1	5	591.65		X		Beyond Economical Repair
6	22-30442	Laptop, Latitude 3190 2-in-1	J5192J3	12/1/2021	044A	2691	5	5	9.20		X		Beyond Economical Repair
7	22-30471	Laptop, Latitude 3190 2-in-1	98CS6G3	12/1/2021	044A	2691	5	5	9.20		X		Beyond Economical Repair
8	22-30414	Laptop, Latitude 3190 2-in-1	7MVD6G3	12/1/2021	044A	2691	5	5	9.20		X		Beyond Economical Repair
9	22-30488	Laptop, Latitude 3190 2-in-1	2KPZ2J3	12/1/2021	044A	2691	5	5	9.20		X		Beyond Economical Repair
10	22-30467	Laptop, Latitude 3190 2-in-1	FXTM2J3	12/1/2021	044A	2691	5	5	9.20		X		Beyond Economical Repair
									798.05				

Status: ORIGINAL

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

2026-11-10	Regular School Board Meeting
CATEGORY:	F. Financial Management
DEPARTMENT:	Budget

Agenda Item Number:	F-3.
Consent Item:	Consent
Special Order:	NO
Time for Special Order:	

TITLE:

Budget Report for Period Ended September 30, 2026
EXHIBITS FORTHCOMING

REQUESTED ACTION:

Approve the Budget Report for the period ended September 30, 2026, including any accompanying budget amendments. 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:

There is 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:	Omar Shim	Phone:	754-321-1990
Name:		Phone:	

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Senior Leader & Title

Omar Shim, Chief Financial Officer - Task Assigned

Signature

Omar Shim, Chief Financial Officer - Task Assigned Oct 26,

Electronic Signature

Approved in Open Board Meeting On: November 10, 2026

By: School Board Chair

Form $4189 Revised 9/26

HH/JJS

Status: ORIGINAL

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

2026-11-10	Regular School Board Meeting
CATEGORY:	G. General Counsel
DEPARTMENT:	General Counsel

Agenda Item Number:	G-1.
Consent Item:	Consent
Special Order:	NO
Time for Special Order:	

TITLE:

Authorization to Pursue Legal Action and Recovery Against Phone and Pad Warehouse and Related Parties

REQUESTED ACTION:

Authorize the General Counsel to explore, initiate, and pursue on behalf of The School Board of Broward County, Florida (SBBC), all legally available avenues for civil recovery and related relief, including pre-suit investigation, preservation and demand letters, settlement negotiations, and formal litigation against Phone and Pad Warehouse (PPW), its owner Brian Farrell, and any other persons or entities determined to bear legal responsibility, arising from the procurement and award of RFP25-078, Technology Devices Deployment Services, and related conduct. Any action shall be subject to applicable law and District requirements. 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 IMPACT:

The financial impact is undetermined at this time. Any necessary expenditures will be funded through the OGC's operating budget, subject to available funding and in accordance with applicable District financial requirements.

STRATEGIC PLAN ALIGNMENT:

Student Focus Outcomes

OR • **Business Operations**

BOARD ACTION:

(For Official School Board Records Only)

SOURCE OF ADDITIONAL INFORMATION

Name:	Kathy Dupuy-Bruno, Esq.	Phone:	754-321-2050
Name:		Phone:	

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Senior Leader & Title

Kathy Dupuy-Bruno, General Counsel

Signature

Kathy Dupuy-Bruno, General Counsel Oct 27, 2026

Electronic Signature

Form $4189 Revised 9/26

HH/JJS

Approved in Open Board Meeting On: November 10, 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

Authorization to Pursue Legal Action and Recovery Against
Phone and Pad Warehouse and Related Parties

Board Meeting Date: November 10, 2026

Requested Action: Authorize the General Counsel to explore, initiate, and pursue on behalf of The School Board of Broward County, Florida (SBBC), all legally available avenues for civil recovery and related relief, including pre-suit investigation, preservation and demand letters, settlement negotiations, and formal litigation against Phone and Pad Warehouse (PPW), its owner Brian Farrell, and any other persons or entities determined to bear legal responsibility, arising from the procurement and award of RFP25-078, Technology Devices Deployment Services, and related conduct. Any action shall be subject to applicable law and District requirements.

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	• Applicable procurement policies, including Policy 3800, subject to verification of the operative versions and contractual terms.
Statutory Requirement	• Potential civil claims and remedies to be evaluated under applicable Florida law; no specific cause of action is predetermined by this authorization.
If the School Board votes "Yes"	• If the SBBC votes "Yes," General Counsel may investigate, negotiate, and pursue legally supportable civil claims and remedies against PPW and other responsible parties.
If the School Board votes "No"	• If the SBBC votes "No," the requested expanded litigation authorization will not be granted; existing legal obligations and any previously delegated authority remain unaffected.
Alignment to the 2027 Strategic Goals and Guardrails	• Business Operations
Measurable Outcome(s)/Return on Investment	• Preservation and enforcement of SBBC rights; determination and pursuit of recoverable losses;

	recovery or other relief where supported by evidence and law.

Background/History

The Broward Office of the Inspector General (OIG) issued a final investigative report on September 30, 2026, identifying concerns involving the District's procurement of technology devices and related services.

The OIG found that PPW allegedly submitted altered documentation and made material misrepresentations regarding its qualifications to participate in the procurement process. According to the report, these actions affected the contract award and resulted in payments to the vendor. Based on these findings, the District has an interest in evaluating potential legal claims and determining whether recovery of public funds or other appropriate relief may be available.

Accordingly, authorization is requested for the General Counsel to take all appropriate and legally permissible actions to protect the District's interests, including further investigation, preservation of legal rights, pursuit of potential recovery, settlement discussions, and initiation of litigation if warranted. This authorization does not constitute a determination of liability or damages.

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): 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 financial impact is undetermined at this time.
2. Any necessary expenditures will be funded through the General Counsel's operating budget, subject to available funding and in accordance with applicable District financial requirements.

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	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**
FY28	N/A	N/A	N/A
FY29	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	District-wide interest in protection of procurement integrity and public funds; specific operational impacts to be evaluated.
School Selection /Prioritization	N/A
Community/ Stakeholder Engagement	As required by law and litigation strategy.

End-User Input	Technology, Procurement, Finance, and other relevant departments may assist in evidence collection and damages analysis.
Technology/Capital Expected Lifecycle/Replacement Cycle	N/A

Additional Backup: N/A

Status: ORIGINAL

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

2026-11-10	Regular School Board Meeting
CATEGORY:	G. General Counsel
DEPARTMENT:	General Counsel

Agenda Item Number:	G-2.
Consent Item:	Consent
Special Order:	NO
Time for Special Order:	

TITLE:

Initial Employment Agreement – Lindsay K. Ervin, Esq.

REQUESTED ACTION:

Approve the Employment Agreement between The School Board of Broward County, Florida and Lindsay K. Ervin, Esq. as Assistant General Counsel. 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
- Employment Agreement

FINANCIAL IMPACT:

The annual financial impact to the District is $200,263, including fringe. This position is included in the General Counsel's department budget.

STRATEGIC PLAN ALIGNMENT:

Student Focus Outcomes

OR • **Business Operations**

BOARD ACTION:

(For Official School Board Records Only)

SOURCE OF ADDITIONAL INFORMATION

Name:	Kathy Dupuy-Bruno, Esq.	Phone:	754-321-2050
Name:		Phone:	

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Senior Leader & Title

Kathy Dupuy-Bruno, General Counsel

Signature

Kathy Dupuy-Bruno, General Counsel Oct 27, 2026

Electronic Signature

Approved in Open Board Meeting On: November 10, 2026

By: School Board Chair

Form $4189 Revised 9/26

HH/JJS

For more information, please contact:

Name: Kathy Dupuy-Bruno, Esq., B.C.S.
Title: General Counsel
Phone: 754-321-2050

EXECUTIVE SUMMARY

Initial Employment Agreement – Lindsay K. Ervin, Esq.

Board Meeting Date: November 10, 2026

Requested Action: Approve the Employment Agreement between The School Board of Broward County, Florida and Lindsay K. Ervin, Esq. as Assistant General Counsel.

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"	• If the SBBC votes "Yes," the initial Employment Agreement will be approved, enabling the SBBC to fill one (1) of the three (3) current Board approved attorney vacancies, ensure attorneys are in place to support SBBC's and the District's legal needs, as well as advance the District's priority initiatives. Adequate attorney staffing will contribute to the proper legal guidance with public records, continued timely policy development, the continued reduction in delays related to contract legal review, legal advice, and legal analysis; continue to reduce the necessity of reliance on outside counsel at a higher cost; mitigate SBBC risk exposure; and enable SBBC and the District administration to move forward efficiently on key initiatives and time-sensitive matters.
If the School Board votes "No"	• If the SBBC votes "No," the initial Employment Agreement will not be approved, and one of the three (3) Board-approved current attorney positions will remain vacant; accordingly, SBBC must pursue alternative attorney staffing and/or legal service options to meet ongoing legal needs of the District and to continue advancing District priority initiatives.

Alignment to the 2027 Strategic Goals and Guardrails	• Business Operations
Measurable Outcome(s)/Return on Investment	• Measurable outcomes include proactive assistance with the legal review of public records for legal efficiency, continued policy review, continued reduction in contract turnaround times, legal assistance with redefining, capacity for increased volume and throughput of agreements reviewed and executed, fewer matters escalated due to delay or legal risk, and more timely resolution of legal issues. The return on investment is realized through decreased reliance on outside counsel and associated expenditures, direct cost savings as a result of handling more work in-house, avoidance of litigation and compliance-related expenses and capture funding and partnership opportunities that might otherwise be delayed or lost. The performance of the Assistant General Counsels will be evaluated by the General Counsel.

Background/History

The Office of the General Counsel recommends the appointment of Lindsay Ervin as an Assistant General Counsel at an annual salary of $152,250. Ms. Ervin will fill an existing attorney position previously approved and funded by The School Board of Broward County, Florida (SBBC). This is not a newly created position but rather an investment in strengthening the District's existing legal capacity to provide timely, efficient, and cost-effective legal services.

Ms. Ervin will be assigned to the Operations Pod, which is led directly by the General Counsel. The Operations Pod is responsible for several critical District-wide legal functions, including contract systems and related processes, School Board policies and Standard Operating Procedures (SOPs), legal support to the School Board and executive leadership, and high-level legal matters involving multiple District divisions. The Pod plays an important role in addressing complex operational, governance, and strategic legal issues that require coordination across the District.

The Office of the General Counsel is also assuming responsibility for oversight of the District's public records function, which involves approximately 1,300 public records requests, subpoenas across the District, video requests, and related matters. The General Counsel maintains direct oversight of this function, and Ms. Ervin will provide legal research and compliance support. Her assistance will help improve the timeliness and consistency of responses, ensure appropriate application of statutory exemptions and confidentiality requirements, and reduce the risk of noncompliance, litigation, and associated financial exposure.

Additionally, Ms. Ervin will work directly with the General Counsel on priority assignments, her overflow matters, legal research, and complex or time-sensitive legal issues. Ms. Ervin will also provide supplemental support to other legal pods as needed, allowing the Office to respond more effectively to shifting priorities and workload demands.

The addition of Ms. Ervin will provide significant operational benefits by strengthening the General Counsel's ability to oversee critical District-wide legal functions, advance policy and SOP initiatives, support contract systems and continue process improvements, and provide timely legal guidance to District leadership. Her appointment will expand the Office's capacity to address high-priority matters while allowing the General Counsel to delegate appropriate substantive legal assignments and maintain direct oversight of strategic and consequential legal issues.

This appointment represents a fiscally responsible and cost-effective use of District resources. By filling an existing, previously approved and funded attorney position, the District will strengthen its in-house legal capacity without creating an additional position.

The proposed annual salary of $152,250 reflects the responsibilities of the position, the breadth of legal support required within the Operations Pod, and the expanded operational demands placed upon the Office of the General Counsel. The recommendation takes into consideration the District's financial position, the need for responsible stewardship of public funds, and the value of maintaining sufficient in-house legal capacity to meet District-wide needs.

The Assistant General Counsel position is not entitled to referendum funds.

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:	The Employment Agreement includes an initial term beginning November 16, 2026, through June 30, 2027.
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. Approval of this item will result in an annual financial impact of $200,263, including fringe.
2. The Agreement will be funded through the Office of the General Counsel's department budget.
3. Assistant General Counsel positions are not entitled to referendum funds.

New / Current Requested Agreement Authority

Agreement Authority Terms	Length of Agreement Terms	Total Agreement Amount
See Employment Agreement	7.5 months, then renewed annually	See Employment Agreement

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	See Employment Agreement	Office of the General Counsel's department budget	Prorated annual salary	Y

Future Fiscal Year Budget Authority *(Subject to Board Budget Approval)*

Future Fiscal Year(s)	Length of Agreement Terms	Budget Fund	Amount
Renewed annually	Renewed Annually	Office of the General Counsel's department budget	Subject to School Board approval.

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	Ms. Ervin's appointment will directly benefit schools by strengthening the Office of the General Counsel's capacity to provide timely legal guidance, resolve operational issues, and support school-based decision-making. By assisting with public records requests, subpoenas, video requests, policy and SOP reviews, and other District-wide legal matters, Ms. Ervin will help improve response times, reduce administrative delays, and promote consistent application of legal requirements. This additional legal capacity will allow the Office to better support school administrators, minimize disruptions to school operations, and ensure that schools receive the timely guidance and assistance necessary to remain focused on student achievement and the delivery of educational services.
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:
Employment Agreement between the School Board of Broward County, Florida and Lindsay K. Ervin.

EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT is made and entered into as of this ____ day of _____ 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

LINDSAY K. ERVIN
(hereinafter referred to as "**ERVIN**" or
"ASSISTANT GENERAL COUNSEL")
whose principal place of business is
600 Southeast Third Avenue, Fort Lauderdale, Florida 33301

WITNESSETH:

WHEREAS, SBBC desires that ERVIN be employed as ASSISTANT GENERAL COUNSEL, and ERVIN desires to accept such employment.

NOW THEREFORE, in consideration of the premises and mutual agreements herein provided, the parties hereby agree as follows:

1. RECITALS. The foregoing recitals are true and correct and incorporated herein by reference.

2. EMPLOYMENT AND TERM. SBBC hereby employs ERVIN as ASSISTANT GENERAL COUNSEL and ERVIN hereby accepts and agrees to such employment for a term commencing November 16, 2026, and ending June 30, 2027.

3. DUTIES.

A. Duties and Assignments. In the conduct of her duties, the ASSISTANT GENERAL COUNSEL shall be fully and solely responsible and accountable to the GENERAL COUNSEL and/or his or her designee. The duties and assignments of ERVIN as ASSISTANT

GENERAL COUNSEL are delineated in the Board-approved Job Description for Assistant General Counsel and as assigned by the GENERAL COUNSEL.

B. **Full-Time Service and Effort.** ERVIN agrees to devote full time and effort to the performance of duties and responsibilities as the ASSISTANT GENERAL COUNSEL to SBBC and shall not engage in the practice of law on behalf of any client other than the SBBC and the School District. She shall not engage in other outside employment without the express written consent of the GENERAL COUNSEL.

C. **Evaluation.** The ASSISTANT GENERAL COUNSEL shall undergo an annual evaluation by the GENERAL COUNSEL using an evaluation instrument designed / approved by the GENERAL COUNSEL.

4. **PROBATIONARY PERIOD / COMPENSATION.**

A. **Probationary Period.** There will be a probationary period of ninety (90) days from the commencement date of employment. During the probationary period, ERVIN may be terminated without cause.

B. **Salary/Compensation.** For all services rendered by the ASSISTANT GENERAL COUNSEL pursuant to this Agreement, SBBC shall pay to and provide for the ASSISTANT GENERAL COUNSEL the salary and other benefits described in this Agreement.

The ASSISTANT GENERAL COUNSEL shall receive an annual salary of One Hundred Fifty-Two Thousand Five Hundred Dollars and 00/100 ($152,500), less appropriate deductions for employment taxes and income tax withholding. Such salary shall be paid in accordance with SBBC's normal payroll procedures.

The ASSISTANT GENERAL COUNSEL's compensation shall be increased by the percentage of salary increase or other compensation increases provided to other 12-month administrative employees of SBBC, excluding referendum funds.

C. Retirement. In addition to the salary provided in Paragraph B above, the ASSISTANT GENERAL COUNSEL shall participate in the Florida Retirement System and all other retirement programs for which she is or may become eligible during the term of this Agreement.

D. Insurance. For each year of this Agreement, SBBC shall provide health, dental, vision, life insurance and other flexible insurance benefits which the ASSISTANT GENERAL COUNSEL elects for herself from SBBC's standard benefit program available to administrative employees. The ASSISTANT GENERAL COUNSEL's family will be eligible for these benefits in the same manner as are the families of other managerial employees of SBBC.

E. Expenses. SBBC shall pay or reimburse the ASSISTANT GENERAL COUNSEL for her reasonable and necessary expenses incurred in the performance of her duties hereunder in accordance with applicable state law and SBBC policies. Without limiting the generality of the foregoing, SBBC shall pay all expenses for the ASSISTANT GENERAL COUNSEL to attend professional and official meetings, seminars, continuing legal education programs, and other meetings and functions that the GENERAL COUNSEL deems relevant to the performance of the ASSISTANT GENERAL COUNSEL's duties hereunder without further SBBC approval, and shall pay all membership fees and dues (including Bar dues) of the ASSISTANT GENERAL COUNSEL in such professional organizations and associations as the GENERAL COUNSEL deems appropriate and in the furtherance of the performance of the ASSISTANT GENERAL COUNSEL's duties hereunder. The ASSISTANT GENERAL

COUNSEL may hold offices or accept responsibilities in said professional organizations and associations, provided that such responsibilities do not interfere with the performance of her duties to SBBC.

F. Other Benefits. The ASSISTANT GENERAL COUNSEL shall have the right to participate in any benefit or program to which other 12-month administrative employees of SBBC are entitled, unless otherwise expressly set forth herein.

G. Vacation, Sick Leave and Terminal Pay.

1. Vacation, Sick Leave and Holidays. During the term of employment under this Agreement, the ASSISTANT GENERAL COUNSEL shall be entitled to the same annual leave benefits as authorized by SBBC's policies for administrative employees on 12-month calendars. In addition, the ASSISTANT GENERAL COUNSEL shall be entitled to sick leave as authorized by SBBC's policies for administrative employees on 12-month calendars. The ASSISTANT GENERAL COUNSEL shall be entitled to the same holidays as the 12-month administrative employees of SBBC.

2. Terminal Pay. Upon termination of employment, the ASSISTANT GENERAL COUNSEL shall receive: (a) payment in a lump sum of accrued, but unused vacation time at the rates and up to the limits set forth in Board Policy, as amended, as applicable to administrative employees hired on or after July 1, 1995; and (b) payment in a lump sum of accrued, but unused, sick leave at the rates earned and up to the limits set forth in Board Policy, as amended, applicable to administrative employees hired on or before July 1, 1995. These lump sum payments shall be in addition to any other amounts payable to the ASSISTANT GENERAL COUNSEL upon termination of employment under this Agreement and applicable law.

5. TERMINATION.

A. Termination for Disability. SBBC shall have the right to terminate the ASSISTANT GENERAL COUNSEL's employment hereunder in the event of her disability to perform her duties fully hereunder. The ASSISTANT GENERAL COUNSEL agrees that SBBC shall have sole and absolute discretion to decide upon such termination, and that in event of such termination, she waives all rights to contest or challenge SBBC's decision and will accept the benefits provided above in full satisfaction of SBBC's obligations hereunder and in full release of any and all claims against SBBC under this Agreement. For purposes of this Agreement, "Disability" is herein defined as the ASSISTANT GENERAL COUNSEL's permanent and total disability such that the ASSISTANT GENERAL COUNSEL is unable to perform her duties as ASSISTANT GENERAL COUNSEL for a period in excess of six (6) consecutive months. "Disability" does not include any conditions (temporary or permanent) affecting the performance of her essential duties, which otherwise may be ameliorated through reasonable accommodations as provided for in the Americans with Disabilities Act (ADA). Upon termination for Disability, ASSISTANT GENERAL COUNSEL will be paid the lump sum termination benefits outlined in Section G(2) of this Agreement.

B. Termination. This Agreement may be terminated by SBBC for unsatisfactory performance by the GENERAL COUNSEL upon sixty (60) days written notice to the ASSISTANT GENERAL COUNSEL. In such case, the ASSISTANT GENERAL COUNSEL shall be entitled to termination benefits set forth in Section G(2) of this Agreement.

C. Termination by Resignation. This Agreement may also be terminated by ERVIN by means of a resignation during the term of this Agreement without the consent of

SBBC upon thirty (30) days notice. In such case, she will receive the termination benefits set forth in Section G(2) of this Agreement.

D. **Payment in the Event of Death**. In the event of the death of the ASSISTANT GENERAL COUNSEL at any time during the term of this Agreement, SBBC shall pay to her surviving spouse, if any, or if the ASSISTANT GENERAL COUNSEL does not have a surviving spouse, to the ASSISTANT GENERAL COUNSEL's estate, an amount equal to the portion of the ASSISTANT GENERAL COUNSEL's salary to which she was entitled through the date of her death, payable within one month of the date of her death, plus the termination benefits set forth in Section 4G together with such payments or benefits as may otherwise be applicable.

6. **ENTIRE AGREEMENT**. This Agreement contains the entire agreement concerning employment arrangements between SBBC and the ASSISTANT GENERAL COUNSEL.

7. **NOTICE PROVISION**. 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 such 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:
General Counsel
The School Board of Broward County, Florida
Kathleen C. Wright Administration Building
600 Southeast Third Avenue - 11th Floor
Fort Lauderdale, Florida 33301

To ERVIN:
LINDSAY K. ERVIN
At such residential address as ERVIN maintains on file with Human Resources / Personnel

8. **ASSIGNMENT**. This Agreement shall inure to the benefit of, and shall be binding upon SBBC, its successors and assigns, and the ASSISTANT GENERAL COUNSEL, her heirs and personal representative, but may not be assigned by the ASSISTANT GENERAL COUNSEL.

9. **PARTIAL INVALIDITY**. If any provision or any part of this Agreement is determined to be unlawful, void or invalid, that determination shall not affect any other provision of this Agreement and all such provisions shall remain in full force and effect.

10. **APPLICABLE LAW & VENUE**. This Agreement shall be interpreted and construed according to the laws of the State of Florida. This Agreement is made and entered into in Broward County, Florida, which is the proper venue for any litigation arising under this Agreement.

11. **PARAGRAPH HEADINGS**. The paragraph headings contained herein are for reference only and shall not in any way affect the meaning or interpretation of this Agreement.

12. **MODIFICATION**. Any modification of this Agreement shall be in writing and executed by both parties.

13. **AUTHORITY PROVISION**. 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 hereunto signed their names and affixed their seals at Fort Lauderdale, Broward County, Florida, this ____ day of _____, 2026.

For SBBC

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

By Kathy Dupuy-Bruno (Oct 27, 2026 16:03:03 EDT)
Kathy Dupuy-Bruno, Esq., B.C.S.
Office of the General Counsel

[THIS SPACE INTENTIONALLY LEFT BLANK; SIGNATURE PAGE FOLLOWS]

For ASSISTANT GENERAL COUNSEL

By:_____
LINDSAY K. ERVIN

Witnesses
Angie Patterson
_____

STATE OF Virginia)
COUNTY OF Waynesboro/Augusta)

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☑ online notarization, this 26th day of October, 2026, by LINDSAY K. ERVIN who is personally known to me or who has produced FL DL as identification.

[Notary Seal]

COMMONWEALTH OF VIRGINIA · ELECTRONIC NOTARY PUBLIC

William Mack
REGISTRATION NUMBER
166762
COMMISSION EXPIRES
January 31, 2028

Electronic Notary Public

William Mack
Signature - Notary Public

William Mack
Notary's Printed Name

My Commission Expires: 01/31/2028

Notarized remotely online using communication technology via Proof.

Status: ORIGINAL

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

2026-11-10	Regular School Board Meeting
CATEGORY:	J. Capital Programs
DEPARTMENT:	Capital Program

Agenda Item Number:	J-1.
Consent Item:	Consent
Special Order:	NO
Time for Special Order:	

TITLE:

Seventh Amendment to PSA, Tamara Peacock - Nob Hill ES, P.002112

REQUESTED ACTION:

Approve the Seventh 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). District 6

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.
This Board Item has been reviewed and approved as to legal form and content by the Office of the General Counsel.

EXHIBITS:

- Executive Summary
- Seventh Amendment
- PSA and Amendments 1-6
- Collaboration Form

FINANCIAL IMPACT:

This item authorizes $5,632 to Tamara Peacock and increases the PSA amount accordingly. Funding will be provided from 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 Facilities Officer - Task Assigned

Signature

Mark Dorsett, Chief Facilities Officer - Task Assigned Oct 26,

Electronic Signature

Approved in Open Board Meeting On: November 10, 2026

By: School Board Chair

Form $4189 Revised 9/26
HH/JJS

For more information, please contact:

Name: Mark D. Dorsett
Title: Chief Facilities Officer – Task Assigned
Phone: 754-321-2659

EXECUTIVE SUMMARY

Seventh Amendment to PSA, Tamara Peacock – Nob Hill ES, P.002112

Board Meeting Date: November 10, 2026

Requested Action:
Approve the Seventh 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).

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 6	
School Board Policy Requirement	• N/A
Statutory Requirement	• N/A
If the School Board votes "Yes"	• Approval of the Seventh Amendment to the PSA will authorize Tamara Peacock to revise the permitted Construction Documents for Project P.002112, the primary renovation project at Nob Hill Elementary School, to reflect actual site conditions by removing multiple portable buildings from the architectural and fire alarm drawings. The requested fee for these Supplemental Services is $5,632.
If the School Board votes "No"	• Final inspections and permit closeout may be delayed due to discrepancies between the approved Construction Documents and actual site conditions.
Alignment to 2027 Goals and Guardrails	• Business Operations
Measurable Outcome(s)/Return on Investment	• Ensures the permitted Construction Documents are reconciled with actual site conditions. • Success will be measured by execution of the Seventh Amendment, issuance of a fully executed Authorization to Proceed and corresponding Purchase Order, and revision of the permitted Construction Documents in accordance with the amended PSA.

Background/History
On April 10, 2018, SBBC approved the PSA with Tamara Peacock to provide architectural and engineering services for Project P.002112, the primary renovation project at Nob Hill Elementary School.

During construction, Physical Plant Operations demolished and removed three (3) portable buildings, FISH Nos. 506C, 547C, and 548C, as part of a District-wide portable demolition initiative. Because these portable buildings were included in the permitted Construction Documents, revisions to the architectural and fire alarm drawings are required to reflect their removal.

These revisions constitute Supplemental Services beyond the original scope of the PSA and will result in a Basic Fee increase of **$5,632**.

Agreement Summary and Financial Impact

The following information provides an overview of the Agreement and project information, summarizes prior approved changes and actions related to this item, identifies the current requested action, and outlines the associated financial impact and overall project budget allocation.

Table A: Agreement Overview
This table provides key reference information for the Agreement associated with the requested action.

Solicitation Number:	RFQ 18-135C
Project Consultant:	The Tamara Peacock Company Architects of Florida, Inc.
Agreement Type:	Professional Services Agreement
Project/Facility:	Project P.002112/Nob Hill Elementary School
Project Delivery Method:	Design/Bid/Build

Table B: Agreement Financial Summary
This table summarizes previously approved actions and the current requested action, including the financial impact of each action and the resulting total Agreement amount.

Action	Approval Date	Description	Basic Fee	Allowances & Contingency	Total
Original PSA	04/10/18	Professional Services Agreement	$115,000	$40,000	$155,000
First Amendment	04/20/21	Conversion of CMAR PSA to D/B/B PSA	$9,692	$0	$9,692
Second Amendment	06/14/22	Contract Form Update (Form 01250g)	$0	$0	$0
Third Amendment	08/21/24	1. Temporary Generator Installation 2. Portable Removal	$8,800	($7,132)	$1,668
Fourth Amendment	09/10/24	Resubmittal of Fire Alarm Shop Drawings	$16,500	$0	$16,500
Fifth Amendment	12/17/24	Removal of Door Hardware Scope	$2,528	$0	$2,528
Sixth Amendment	05/05/26	Installation of Volume Dampers	$4,777	$0	$4,777
Requested Action	**Date**	**Description**	**Basic Fee**	**Allowances & Contingency**	**Total**
Seventh Amendment	11/10/26	Portable Removal	$5,632	$0	$5,632
Total Agreement Amount Following Requested Action			**$162,929**	**$32,868**	**$195,797**

Table C: Financial Impact Statement and Project Budget Allocation
This table identifies the financial impact of the requested action, the funding source, and the overall project budget allocation, including carveout projects, as applicable.

Financial Impact Summary Statement:

1. Approval of this item authorizes $5,632 in compensation to Tamara Peacock and increases the PSA accordingly.
2. Sufficient funds are available within the approved Capital Fund budget for this project.

FY27 Project Budget Summary

Project Number	Project Name	Current Budget	Project Phase
P.002112	Primary Renovation	$2,766,500.00	Construction

Project Snapshot and Status Update

This section provides a summary of the project information and current implementation status for the project associated with this request.

Facility	**Nob Hill Elementary School**
Project Numbers	**P.002112**
Project Title	**Primary Renovation**
Project Team	**General Contractor:** A. C. T. Services, Inc. **Project Consultant (A/E):** The Tamara Peacock Architects of Florida, Inc.

Project Description	• Campus-wide fire alarm system replacement
	• Building envelope improvements
	  o Full roofing membrane replacement, Bldgs. 2, 85, and a portion of Bldg. 1
	  o Selective window replacement
	  o Exterior painting
	  o Covered walkway maintenance
	• HVAC improvements
	  o Replacement of mechanical equipment
	  o New DDC controls
	  o Test and balance
	• Electrical improvements
	  o Replacement of transformers and panel boards
	  o Replacement of switchgear
	  o Replacement of the existing damaged Motor Control Center
	• Media Center improvements
	  o Carpeting
	  o Painting
	  o New furniture
	  o New equipment

Construction Schedule	**Construction Commencement Date:** September 28, 2021 **Projected Substantial Completion:** December 31, 2026 **Projected Final Completion:** January 30, 2027
Current Status	The construction phase is 86% complete. Current on-site activities include completing fire alarm system wiring and connections to the Fire Alarm Control Panel. In addition, design revisions related to purge fans and the coordination of fire alarm monitoring services remain in progress.

Additional Backup:

List of Exhibits and Supporting Documents

- Seventh Amendment
- Collaboration Form

SEVENTH AMENDMENT
TO
PROFESSIONAL SERVICES AGREEMENT

BETWEEN
THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA, AND
PROJECT CONSULTANT FOR ARCHITECTURAL/ENGINEERING SERVICES

This Seventh Amendment to the Professional Services Agreement ("Agreement") between The School Board of Broward County, Florida, (hereinafter referred to as "SBBC" or "Owner") and The Tamara Peacock Company Architects of Florida, Inc. (hereinafter referred to as "Project Consultant") for **RFQ No. 18-135C Design Professional Services Nob Hill Elementary/Thurgood Marshall Elementary/Endeavour Primary Learning Center** ("RFQ 18-135") dated the 10th day of April 2018, is entered into this _____ day of _____ 2026 by and between the Owner and the Project Consultant that includes the following project:

Facility:	**Nob Hill Elementary School**
Site No.:	**2671**
Project Name:	**SMART Program Renovations**
Project No.:	**P.002112**

WHEREAS, the Owner and Project Consultant acknowledge and agree that the Agreement between Owner and Project Consultant dated April 10, 2018, is in full force and effect as revised by the First Amendment dated April 20, 2021, the Second Amendment dated June 14, 2022, the Third Amendment dated August 21, 2024, the Fourth Amendment dated September 10, 2024, the Fifth Amendment dated December 17, 2024, the Sixth Amendment dated May, 5, 2026, and this Seventh Amendment; and

WHEREAS, the District's Physical Plant Operations (PPO) department demolished and removed three (3) portable buildings (FISH Nos. 506C, 547C, 548C) as part of a county-wide portable demolition initiative, thereby necessitating revisions to the permitted Construction Documents; and

WHEREAS, the Owner has requested that the Project Consultant perform the foregoing additional Supplemental Services under the Agreement; and

WHEREAS, the Owner's Program Manager, AECOM, Inc., and District staff successfully negotiated and hereby recommend additional Basic Fees as set forth herein in this Seventh Amendment to Agreement ("Seventh Amendment"); and

WHEREAS, the Owner and the Project Consultant agree and desire to amend the Agreement to increase the Project Consultant's Basic Fee in the amount of $5,632.00.

NOW, THEREFORE, in exchange for the mutual covenants and promises set forth herein and the sums of money agreed to be paid to the Project Consultant by the Owner, the Parties agree as follows:

1. **Recitals.** The recitals contained herein are true and correct and are hereby incorporated by reference.

2. **Amended Terms.**

a) Supplemental Services. The Project Consultant shall perform all related design services for the additional Project scope/Supplemental Services identified as follows at Nob Nill Elementary School:
   i. Portable Descope. Remove portables from the Construction Documents. Respond to plan review comments. Printing, signing, sealing, and delivering the revised plans.

b) Basic Fee. The Project Consultant's Basic Fee for the additional Supplemental Services to SBBC under this Seventh Amendment is a total of Five Thousand, Six Hundred and Thirty-Two Dollars and 00/100 Cents ($5,632.00)

Agreement	Basic Fee	Allowances - Reimbursable Expenses	Supplemental Services Contingency	Total
Original Agreement	$115,000	$25,000	$15,000	**$155,000**
First Amendment	$9,692	$0	$0	**$9,692**
Second Amendment	$0	$0	$0	**$0**
Third Amendment	$8,800	($7,084)	($48)	**$1,668**
Fourth Amendment	$16,500	$0	$0	**$16,500**
Fifth Amendment	$2,528	$0	$0	**$2,528**
Sixth Amendment	$4,777	$0	$0	**$4,777**
Seventh Amendment	$5,632	$0	$0	**$5,632**
Grand Total	**$162,929**	**$17,916**	**$14,952**	**$195,797**

c) Payment. Payment to Project Consultant for Supplemental Services under this Seventh Amendment may be requested monthly, on the Owner's standard invoice format, in proportion to the services performed. Additionally, the Project Consultant shall submit for approval by the Chief Facilities Officer, or designee, a duly certified invoice, attaching to the invoice all supporting data required by District Staff for payments made to Consultants and Sub-Consultants engaged on the project or task pursuant to Article 6.2.1 of the Agreement.

3. **Other Provisions Remain in Force.** All other terms and conditions of the Agreement shall remain in full force and effect. Except as expressly provided herein and as may have been previously amended, all other portions of the Agreement remain in full force and effect.

4. **Order of Precedence among Agreement Documents.** In the event of conflict between the Agreement documents, the Agreement documents shall take precedence in the order listed below.

Additionally, in the event of conflict between the provisions contained in the Agreement (and any of its Amendments) and RFQ 18-135C, the more stringent provisions shall prevail. If the Agreement (and any of its Amendments) are silent on an issue that is contained in RFQ 18-135C, the provisions of RFQ 18-135C shall be followed.

a) This Seventh Amendment to Agreement; then
b) the Sixth Amendment to Agreement; then
c) the Fifth Amendment to Agreement; then
d) the Fourth Amendment to Agreement; then
e) the Third Amendment to Agreement; then
f) the Second Amendment to Agreement; then
g) the First Amendment to Agreement; then
h) the Agreement; then
i) the RFQ 18-135C Nob Hill Elementary/Thurgood Marshall Elementary/Endeavour Primary Learning Center; then
j) the Project Consultant's Proposal in response to RFQ 18-135C.

5. **Authority.** Each person signing this Seventh Amendment on behalf of either party warrants that he or she has full legal power to execute this Seventh Amendment on behalf of the party for whom he or she is signing it to bind and obligate such party with respect to all provisions contained in this Seventh Amendment.

IN WITNESS WHEREOF, the Parties hereto have caused this Seventh Amendment to be executed, and their Corporate Seal affixed by and through their proper offices, thereunto duly authorized on this day and year first above written.

[THIS SPACE IS INTENTIONALLY LEFT BLANK; SIGNATURE PAGE FOLLOWS]

FOR OWNER

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

By: _____
Sarah Leonardi, Chair

ATTEST:

_____
Dr. Howard Hepburn
Superintendent of Schools

Approved as to Form and Legal Content:

Virginia Balkanski, Esq.
Digitally signed by Virginia Balkanski, Esq.
Date: 2026.10.21 13:03:21 -04'00'

_____
Office of the General Counsel

Note: The Tamara Peacock Company Architects of Florida, Inc. - Seventh Amendment - P.002112

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FOR PROJECT CONSULTANT

(Corporate Seal)

THE TAMARA PEACOCK COMPANY
ARCHITECTS OF FLORIDA, INC.

ATTEST:

Cristin Peacock , Corporate Secretary

Tamara Peacock,
President

-or-

_____

_____, Witness

_____

_____, Witness

AR12126
Project Consultant's
Registration Number

STATE OF FLORIDA)
)
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me, by means of ☑ physical presence or ☐ online notarization, this 5th day of October, 2026 by **Tamara Peacock** of **The Tamara Peacock Company Architects of Florida, Inc.**, on behalf of the corporation or agency.

He/she is personally known to me or produced _____ as Identification and did first take an oath.

My commission expires:

(SEAL)

NOTARY PUBLIC Expires 4/12/2027 Brittany L Deluciano My Commission HH 385917 STATE OF FLORIDA

Signature, Notary Public

BRITTANY DELUCIANO
Printed Name of Notary

Click here for supporting documents

AGENDA REQUEST FORM

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

ITEM No.: JJ-3.

MEETING DATE	2018-04-10 10:05 - School Board Operational Meeting
AGENDA ITEM	ITEMS
CATEGORY	JJ. OFFICE OF FACILITIES & CONSTRUCTION
DEPARTMENT	Facilities Pre-Construction

Special Order Request: ○ Yes ◉ No

Time:

Open Agenda: ◉ Yes ○ No

TITLE:

Professional Services Agreement (CMAR Delivery) - The Tamara Peacock Company Architects of Florida, Inc. - Nob Hill ES - P.002112 - Thurgood Marshall ES - P.001674 - Endeavour Primary LC - P.002111 - SMART Program Renovations - RFQ 18-135C

REQUESTED ACTION:

Approve Professional Services Agreement (Construction Management at Risk Project Delivery) with The Tamara Peacock Company Architects of Florida, Inc., Nob Hill Elementary School, Project No. P.002112, Thurgood Marshall Elementary School, Project No. P.001674, and Endeavour Primary Learning Center, Project No. P.002111, SMART Program Renovations, RFQ 18-135C.

SUMMARY EXPLANATION AND BACKGROUND:

Scope of Work: See Executive Summary (Exhibit 1).
A copy of all supporting documents is available online via the Broward County Public Schools eAgenda at: http://webappe.browardschools.com/eAgenda/
This Agreement has been reviewed and approved as to form and legal content by the Office of the General Counsel.

SCHOOL BOARD GOALS:

○ Goal 1: High Quality Instruction ◉ Goal 2: Continuous Improvement ○ Goal 3: Effective Communication

FINANCIAL IMPACT:

The financial impact of the PSA includes $305,000 for Basic Services, $70,000 for Allowances, and $50,000 for Supplemental Services totaling $425,000. These projects have been appropriated in the Adopted DEFP FY18. $425,000 will be accelerated from Year 5 (FY 19) to Year 4 (FY 18). These projects are already planned in the General Obligation Bond (GOB), funding from the GOB will be issued sooner to coincide with the project acceleration. There is no impact to the project budget.

RECEIVED/SCANNED
APR 26 2018
HEERY
Broward County Schools

EXHIBITS: (List)

(1) Executive Summary (2) ADEFP Pages (3) Agreement - ONLINE (4) Collaboration Form

BOARD ACTION:

APPROVED

(For Official School Board Records Office Only)

SOURCE OF ADDITIONAL INFORMATION:

Name: Shelley N. Meloni, Director	Phone: (754) 321-1515
Name: Robert C. Corbin, Heery Director	Phone: (754) 321-4850

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Senior Leader & Title: Leo Bobadilla - Chief Facilities Officer

Signature: *Leo Bobadilla Jr*
3/21/2018 12:50:27 PM
Electronic Signature

Approved In Open Board Meeting On: APR 10 2018

By: Nora Rupert
School Board Chair

Form #4189 Revised 08/04//2017
RWR/ LB/SNM/RC:ljc

HII- 1509700 A09-00-Board-Items.

PROFESSIONAL SERVICES AGREEMENT
(Construction Management At Risk Project Delivery)

BETWEEN

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

AND

PROJECT CONSULTANT

FOR

ARCHITECTURAL/ENGINEERING SERVICES

THIS AGREEMENT, made this, 10th day of April in the year 2018, by and between **THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA**, hereinafter called the "**Owner**", and: **The Tamara Peacock Company Architects of Florida, Inc.** hereafter called the "**Project Consultant**" for the following project:

Facility: Nob Hill Elementary School
Site No.: 2671
Project Name: SMART Program Renovations
Project No: P.002112

Facility: Thurgood Marshall Elementary School
Site No.: 3291
Project Name: SMART Program Renovations
Project No: P.001674

Facility: Endeavour Primary Learning Center
Site No.: 3301
Project Name: SMART Program Renovations
Project No: P.002111

The Owner and Project Consultant agree as follows:

DOCUMENT CONTROL
RECEIVED/SCANNED
APR 11 2018
HEERY
Broward County Schools

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ARTICLE 1 DEFINITIONS
ARTICLE 2 PROJECT CONSULTANT SERVICES AND RESPONSIBILITIES
ARTICLE 3 SUB-CONSULTANTS
ARTICLE 4 THE OWNER'S RESPONSIBILITIES
ARTICLE 5 BASIS OF COMPENSATION
ARTICLE 6 PAYMENTS TO THE PROJECT CONSULTANT
ARTICLE 7 REUSE OF DRAWINGS, SPECIFICATIONS AND OTHER DOCUMENTS
ARTICLE 8 INDEMNIFICATION
ARTICLE 9 INSURANCE
ARTICLE 10 GENERAL PROVISIONS
ARTICLE 11 INCORPORATION OF DOCUMENTS INTO AGREEMENT

ATTACHMENTS:

Attachment 1: Project Schedule (one per project)
Attachment 2: Project Scope
Attachment 3: Electronic Media Submittal Requirements
Attachment 4: Project Consultant's Invoice Format, Reimbursable and Supplemental Services Format (individual project invoices required)
Attachment 5: List of Project Team Members (one per project)
Attachment 6: Authorization to Proceed (ATP) Form (one per project)
Professional Services Required – page 1 of 3 (one per project)
Project Schedule – page 2 of 3 (one per project)
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Attachment 7: Document Submittal Checklist
Attachment 8: Document 00455 – Background Screening
Attachment 9: IRS Form W-9
Attachment 10: Truth in Negotiations Certificate
Attachment 11: ACH Payment Agreement Form
Attachment 12: Conflict of Interest Form

ARTICLE 1 DEFINITIONS

1.1 **The Office of Facilities & Construction ("Office" or "OFC"):** The Owner's organizational entity which acts as liaison between the Consultant and Owner and provides day to day management and other professional services on the Owner's behalf. Various members of the Office of Facilities and Construction, acting as representatives of the Owner, will meet with the Project Consultant at periodic intervals throughout the preparation of the Contract Documents to assess the progress of the Work in accordance with approved schedules. Office personnel will also examine documents submitted by the Project Consultant, including invoices, and will promptly render decisions and/or recommendations pertaining thereto to avoid unreasonable delay in the progress of the Project Consultant's work. The Project Manager shall be principally responsible for direct communication to the Project Consultant and the Contractor.

1.2 **The Chief Facilities & Construction Officer, Office of Facilities & Construction -** An employee of The School Board of Broward County, Florida, who has the authority and responsibility for oversight and management of the specific project for the Owner. Referred to hereinafter as the Chief Facilities & Construction Officer.

1.3 **Authorization to Proceed:** A fully executed and approved authorization in the form of Attachment 6 to this Agreement, Authorization to Proceed ("ATP") accompanied by an executed purchase order document issued by the Owner to the Project Consultant, authorizing the performance of specific professional services, authorizing commencement of a Phase as defined in Article 2.1 through Article 2.8, and stating the time for completion and the amount of fee authorized for such services.

1.4 **Basic Services**: Those architectural, engineering and other professional design services defined in Article 2.1 through Article 2.8.

1.5 **Supplemental Services**: Those architectural, engineering and other professional design services defined in Article 2.9.

1.6 **Project Consultant:** The individual, partnership, corporation, association, joint venture, or any combination thereof, of professional architects, engineers or other design professionals properly registered and licensed in Florida, who has entered into a contract with the Owner to provide professional services for development of the design and contract documents for the Work of this Project and provide construction contract administration and warranty services as described in the Project Manual and under this Agreement.

1.7 **Project Scope**: The activities necessary to respond to the Owner's requirements for the Project, including but not limited to the full or partial range of design, bidding and construction support services required to meet the Owner's educational program, construction standards, project construction support requirements, Project Budget and Project Schedule.

1.8 **Project Budget**: The sum, established by the Owner, as available for the entire Project, including but not limited to the construction budget (Fixed Limit of Construction Cost ("FLCC")), land costs, costs of furniture, fixtures and equipment (FF&E), financing costs, compensation for all professional services, costs of Owner-furnished goods and services, contingency allowances and other similar established or estimated costs.

1.9 **Project Schedule**: The Owner's requirements for the progress of design and construction activities associated with the Project characterized by milestones signifying the required completion dates for design

phases, construction progress, and other significant project events culminating with the completion of the project, issuance of warranties, Owner's occupancy and use of the new or improved facilities.

1.10 **The Contract Documents:** The Contract Documents as used herein refer to the Agreement Form, Addenda, Supplementary Conditions, General Conditions, Documents contained in the Project Manual, the Owner's Division 0 and Division 1 documents, Drawings, Specifications, Education Specifications, all modifications thereto, issued before and after execution of the Contract and all Exhibits attached thereto used by the Owner to establish an agreement with the Construction Manager. These Contract Documents, and their requirements for the Project Consultant are incorporated by reference into this Agreement.

1.11 **Construction Manager:** The individual, partnership, corporation, association, joint venture, or any combination thereof, who has entered into an agreement with the Owner for the performance of the work defined by the contract documents.

1.12 **Program Manager:** An entity hired by the School Board of Broward County to execute the delivery of projects and act as the Owner's Representative.

1.13 **Project Manager**: An employee or designated representative of The School Board of Broward County, Florida, who is assigned by the Chief Facilities and Construction Officer to manage the Project as a direct representative of the Owner.

1.14 **The Project:** The design of new construction, remodeling and/or renovation, and all services and incidents thereto, comprising a structure, structures, facility or facilities as contemplated and budgeted by the Owner.

1.15 **Sub-Consultant:** A person or organization of professional architects, engineers or other design professionals**,** registered and licensed in Florida, who has entered into an Agreement with the Project Consultant to provide professional services for the project.

l.16 **Superintendent Of Schools:** The duly appointed executive officer of the Owner authorized to act by and through The School Board of Broward County, Florida. Referred to hereinafter as the Superintendent.

1.17 **Fixed Limit of Construction Cost:** The Fixed Limit of Construction Cost, referred to hereinafter as the FLCC, is the total dollar value of the sum of the project's anticipated base bid.

1.18 **Building Code Inspector and Plans Examiners (BCI):** Employees of The School Board of Broward County, Florida, and others designated by the Chief Building Official, who are certified by Florida Statutes 468, 633 and 553 a BCI by the Florida Department of Education to provide plan review, inspections for code compliance and report non-compliant work to the appropriate party.

1.19 **Value Engineering:** Value Engineering (VE) is the creative, organized process of analysis of a project as to cost and/or performance with a focus on analysis of the proposed facility (and its systems, assemblies or components) and the elimination or modification of those features which add cost without contributing to that facility's required function or design value.

1.20 **Constructability:** Constructability is the creative, organized process of reviewing a project's drawings, specifications and other project documentation with a goal of eliminating design, detailing, and specification problems which might render the construction contract documents unbuildable or requiring extensive Addenda or Change Orders to make them buildable.

1.21 **The Project Construction Team**- The Construction Manager, the Owner (and Owner's Representative) and the Project Consultant, collectively the "Project Construction Team", shall work jointly during all

phases of design, construction and warranty phase and shall be available thereafter should additional services be required. The specific representatives of the Construction Team are shown in Exhibit A attached to the general conditions to the Agreement between Owner and Construction Manager.

1.22 **Substantial Completion:** The term Substantial Completion as used herein, shall mean that point at which the Work, or a designated portion thereof, is at a level of completion in substantial compliance with the Contract Documents such that the Owner or its designee can enjoy use or occupancy and can use or operate it in all respects for its intended purpose. In the event the Work includes more than one Phase, the Owner, at its discretion, may set Substantial Completion dates for each Phase and may impose provisions for liquidated damages for each Phase.

1.23 **Chief Building Official, Inspections and Code Compliance:** ("CBO") An employee of The School Board of Broward County, Florida, who has the responsibility for oversight and management of the Building Department, and has the authority and responsibility for issuing Building Permits.

1.24 **Code:** The term Code means: all applicable codes, laws and regulations of each governmental entity, as may be amended from time to time, in effect at the time of execution of this Agreement, including all codes and standards referenced therein, including, but not limited to:, the latest edition of the Florida Building Code (the "FBC"), the latest edition of the Florida Fire Prevention Code, Chapter 1013, applicable Florida Statutes , Rule 14-15.002, F.A.C. Chapter 6A-2.0111, the latest edition of the State Requirements for Educational Facilities the latest edition of Americans With Disabilities Act (ADA), Crime Prevention Through Environmental Design (CPTED), and all other applicable guidelines, rules and regulations

1.25 **Design Criteria:** Owner design requirements for all architectural and engineering disciplines.

1.26 Office of Educational Facilities (OEF): Florida Department of Education's office responsible for State Requirements for Educational Facilities (SREF).

ARTICLE 2 PROJECT CONSULTANT SERVICES AND RESPONSIBILITIES

2.1 Basic Services

2.1.1 The Project Consultant agrees to:

.1 Provide complete professional architectural, engineering and/or other professional design services set forth in the six Phases enumerated hereinafter and all necessary personnel, equipment and materials to perform such services;

.2 Complete those design services in accordance with the Project Schedule (Attachment 1 to this Agreement) and provide up to three (3) bidding packages to the Owner and Construction Manager including but not limited to designated portions of the project as recommended by the Owner, Project Consultant, Program Manager or Construction Manager and approved by the Owner.

.3 Work closely with the Construction Manager during all design phases to provide Value Engineering services, to assure the design includes the entirety of the Project Scope, to assure that the design is constructable, and to assure the design is Code-compliant. Specifically, cooperate with Construction Manager in the Value Engineering at the end of Phases I and II (Schematic Design and Design Development), Constructability Reviews at the end of Phase III (50% and 90%

Construction Documents), Statement of Probable Construction Cost at end of each phase, SIT Award Application and other additional basic services as provided in Article 2.1 through Article 2.8.

.4 The Owner may select certain projects for expediting using fast track construction. If this option is exercised, in writing by SBBC, the Project Consultant shall coordinate the work with the CM and Owner and prepare documentation / packages appropriate to this construction method.

2.1.2 Standard Of Care: The Owner's engagement of the Project Consultant is based upon the Project Consultant's representations to the Owner that:

.1 It is an organization of experienced design professionals, registered and licensed to do business in Florida;

.2 It is qualified, willing and able to perform architect and engineer of record services for the Project; and that

.3 It has the past experience and ability to provide design and engineering services for projects of similar size and scope which will meet the Owner's objectives and requirements.

2.1.3 As to all services provided pursuant to this Agreement, the Project Consultant shall furnish services by experienced personnel and under the supervision of experienced professionals licensed in Florida, and shall exercise a degree of care and diligence in the performance of these services in accordance with the customary professional standards currently practiced by firms in Florida and in compliance with any and all applicable codes, laws, ordinances, etc. The Project Consultant shall utilize the same personnel over the course of the Work and shall, if requested by the Owner, replace personnel whom the Owner has found to be incompetent or to whom the Owner otherwise reasonably objects.

2.1.4 As to any and all drawings, plans, specifications or other contract documents or materials provided or prepared by Project Consultant or its Sub-Consultants, the Project Consultant agrees same:

.1 Are sufficiently complete, accurate, and adequate for bidding, negotiating and constructing the Project and are consistent with the Owner's requirements and Owner approved Project Budget and Project Schedule;

.2 Meet the Owner's aesthetic, functional and operational objectives;

.3 Are sufficiently fit and proper for the purposes intended;

.4 Comply with all applicable laws, statutes, rules and regulations, building codes and Owner's guidelines or regulations, which apply to and govern the Project, and

.5 Will, if constructed in accordance with the Project Consultant's Design and Owner approved Construction Manager recommendations, result in a complete and properly functioning facility. Any defective drawings, specifications or other document furnished by Project Consultant shall be promptly corrected by the Project Consultant at no cost to Owner, without limitations to other remedies or rights of Owner. Owner's approval, acceptance or use of or payment for all or any part

of Project Consultant's services hereunder or of the project itself shall in no way alter the Project Consultant's obligations or Owner's rights hereunder.

.6 Further, any approval of drawings or construction documents by Owner and/or other governmental entities having jurisdiction which do not expressly comment and/or interpret a building code requirement shall not relieve the Project Consultant from its obligations to furnish design services pursuant to the applicable building codes nor be the basis for a waiver defense should Owner accept and/or approve any drawings and/or contract documents wherein an error or omission is not discovered during the design process.

2.1.5 All professional design services and associated products or instruments of those services provided by the Project Consultant shall:

.1 Be in accordance with all applicable codes**,** laws, rules and regulations of each governmental entity, as may be amended from time to time, in effect at the time of execution of this Agreement, including all codes and standards referenced therein, including, but not limited to: the latest edition of the Florida Building Code (the "FBC"), the latest edition of the Florida Fire Prevention Code, Chapter 1013, Florida Statutes, the State Requirements for Educational Facilities ("SREF"), Crime Prevention Through Environmental Design (CPTED), and all other applicable guidelines, rules and regulations

.2 Be provided for the benefit of the Owner and not for the benefit of any other party; and

.3 Include all of the design services normally required for a project of this type as listed in the Project Scope (Attachment 2 to this Agreement).

.4 Notwithstanding any other provisions of this Agreement to the contrary, any substantially affected person may appeal any building code dispute or interpretation of the Chief Building Official of the School Board of Broward County, Florida to the Florida Building Commission as set forth in section 1013.37, Florida Statutes and the FBC, as amended.

2.1.6 The Project Manager shall schedule and conduct a bi-weekly project review meeting with representatives of the Project Consultant throughout Phases I through IV of the Project. At each of these meetings, the Project Consultant and Owner and Construction Manager shall review the Project's budget, schedule, and scope along with the Project Consultant's development and progress to date on the respective phases of the Project and any special problems related to the continuing progress of the project. The Project Consultant shall attend weekly meetings during Phase V (Construction) as required elsewhere in this Agreement. For each project review meeting, and as may be otherwise appropriate during any project phase, the Project Consultant shall provide progress sketches and other documents sufficient to illustrate progress and the issues at hand for the Owner's and Construction Managers review, which will be made so as to cause no delay to the Project Schedule.

2.1.7 The Project Consultant's services shall conform to Owner's specifications, including but not limited to, Owner's Design and Materials Standards Manuals, Design Criteria, Educational Specifications, Document Submittal Checklist for Plan Review and Owner's Forms for capital projects, provided, however, that in the event of conflict**,** the provisions of this Agreement shall govern.

.1 **Non-Conforming Work:** If the Owner (by way of BCI's or other Owner personnel or consultant) or Construction Manager observes or otherwise becomes aware of any fault or defective Work in a project, or other non-conformance with the Contract Documents during the construction phases, the Owner or Program Manager shall give prompt notice thereof to the Project Consultant. However, whether the Owner observes a defect or not, it is the Project Consultant's duty and responsibility to determine whether said Work is defective, faulty, or not in compliance with the Contract Documents. If the Project Consultant determines that the Work is defective, faulty or not in conformance with the Contract Documents, the Project Consultant shall advise the Owner in writing and make recommendations to the Owner concerning correction of the Work. The Owner may then require the Construction Manager to undertake such corrections as allowed by the Contract Documents. Final determination of whether the Work is defective, faulty or in compliance with the Contract Documents is to be determined by the Owner.

.2 **Penalty for Non-Conforming Design Documents:** Should the Project Consultant submit drawings, plans, specifications or other documents or materials for review as required herein that are deemed unacceptable as defined by the terms "Revise and Resubmit" by the plan review authority (Building Department, Design Services Department, Peer Plan Review Consultant), the costs, as solely determined by the Owner, for all subsequent reviews after the second review for that Phase shall be borne by the Project Consultant and the Owner will deduct such costs from the Project Consultant's Basic Services Fee.

2.1.8 The Project Consultant shall keep the Owner and Construction Manager informed of any proposed changes in requirements or in construction materials, systems or equipment as the drawings and specifications are developed. Proposed changes must be reviewed by the Owner and Construction Manager and approved in writing by Owner prior to incorporation into the design or construction documents.

2.1.9 The Project Consultant shall coordinate with Owner and Construction Manager by participating and taking a leadership role in, reviewing and commenting on Constructability and Value Engineering studies performed by Owner and Construction Manager, and attending meetings, where the content of design and construction contract documents will be coordinated and reconciled, scheduled during any phase of the project. In the event Owner accepts recommendations from Value Engineering and Constructability studies, the Project Consultant shall implement same, including providing revised drawings and specifications or other documents. In the event the Owner accepts such a recommendation from the Constructability and/or Value Engineering studies and requires substantial revisions by the Project Consultant, as determined at the discretion of the Owner, these revisions shall be considered Supplemental Services.

2.1.10 **Approval of Documents**: Owner's approval of or comments on any of the documents submitted to Owner by Project Consultant shall not be deemed the approval of or by another governmental authority having jurisdiction over the project and Project Consultant acknowledges that the aforesaid authorities may require modifications of any of the documents submitted by Project Consultant. Subject to Article 2, such modifications shall be made at no cost to Owner.

2.1.11 **Construction Manager Deliverables/Project Consultants Duty to Review and Respond**: In addition to any other obligations set forth elsewhere in this Agreement or the Contract Documents, the Project Consultant shall review and respond in writing to reports or recommendations ("CM Deliverables") of the Construction Manager.

.1 **Cost Estimates**: The Project Consultant shall review and comment on all cost estimates submitted by the Construction Manager.

.2 **Value Engineering Reviews**: The Project Consultant shall review and comment on all value engineering reports submitted by the Construction Manager.

.3 **Constructability Reviews**: The Project Consultant shall review and comment on all constructability reviews submitted by the Construction Manager.

.4 **GMP:** The Project Consultant shall review and comment on GMP proposal(s) submitted by CM including all qualifications and assumptions set forth therein,

.5 **Contingency Use:** The Project Consultant shall review and make recommendations to Owner on proposed contingency use including initial determination of cause.

2.1.12 **Removal of Unapproved Items:** The Project Consultant shall, without additional compensation, modify the Construction Documents as necessary to remove scope items that are:

.1 Not identified in the original Project Scope as set forth in Attachment 2;

.2 Not identified in the Owner-approved Scope Validation Report (the "SVR"); or

.3 Not required by Code in relation to the original Project Scope or SVR

2.2 PHASE I - Schematic Design:

2.2.1 **Project Kickoff -** The Project Consultant shall confer with representatives of the Owner to verify project scope of work and/or confirm the Program (as appropriate to the type of project), consisting of a detailed listing of all functions and spaces together with the square footage of each assignable space, gross square footage, and a description of the relationships between and among the principal programmatic elements. (If the project needs are so unique that a special analysis of the requirements is necessary to establish a more detailed program, such services may be authorized as Supplemental Services).

2.2.2 **Site Visit -** The Project Consultant shall, prior to commencing Phase I Project Validation activities, receive a fully approved and executed ATP and Purchase order (See 5.2.3), visit and inspect the site to verify if existing conditions conform to those outlined in the scope of work that have been provided by the Owner:

.1 Take photographs and make written documentation, sketches, notes or reports to confirm and record the general condition and age of the existing equipment and site with particular attention to the following building/site elements as appropriate to the Project:

.1 All above ceiling areas.

.2 Power supplies, switch gear, breaker panels, electrical room, electrical vault, transformers and mechanical room.

.3 Major components of existing HVAC systems including chillers, cooling towers, air handling units, and primary ductwork runs.

.4 Roofing, waterproofing and building envelope systems.

.5 Site drainage systems and water retention characteristics.

.6 Determine age and condition of fixed equipment.

.7 Life safety, fire alarms, public address, generators and emergency lighting.

.8 ADA requirements.

.2 Site investigations and inspections and access to concealed areas should be non-destructive except where destructive investigations, tests or means of access are authorized in advance by the Owner.

2.2.3 In the event that the Project Consultant believes that the project scope, schedule or budget is not achievable, the Project Consultant shall immediately notify the Owner and Construction Manager in writing as to the reasons one or all of them are unreasonable or not achievable immediately upon discovery.

2.2.4 The Project Consultant shall review with Owner alternative approaches to design and construction of the project; site use and improvements; selections of materials, building systems and equipment; potential construction methods; and, if requested, shall make a recommendation among such alternatives.

2.2.5 The Project Consultant, at the end of each design phase, shall submit a completed Plan Review and Document Submittal Checklist to the Owner, adhering to all requirements as set forth in the Checklist and per this agreement.

2.2.6 **Project Validation –** The Project Consultant shall, prior to commencing Phase I Schematic Design Documents, prepare, submit and present to Owner for approval by the Owner a **Project Scope and Budget Validation Report**, based on the FBC and SREF requirements for Schematic Design Documents and Schematic Design Studies, including an identification of any special requirement(s) affecting the Project, a Project Development Schedule, and a Statement of Probable Construction Cost, as defined below:

.1 A hardcopy and electronic media copy of a site survey with the following information: the legal description of the site, acreage, points of the compass, contours, overall dimensions, vegetation, trees, hardscape elements, adjacent highways and roads, information about ownership and use of adjacent land, locations of on- and off-site utility connections, utility service point entry locations, parking areas, service areas, play areas, athletic fields, bus loop(s), parent drop off, existing buildings with height, mechanical cooling towers and chillers, floor elevations (related to base flood elevation as shown on Flood Insurance Rate Maps), and use. The site survey will be an update of informational surveys provided by the Owner but shall be prepared on electronic media and submitted in both hard and electronic media formats. (Attachment 3 to the Agreement).

.2 A Preliminary Project Description comprised of a narrative discussion of preliminary material selections, components, assemblies, and systems (including proposed landscape, civil, structural, mechanical, and electrical design elements, components and systems) to be used in the project. Coordinate points of service and preliminary service requirements with Florida Power and Light (FPL), telephone, cable TV**,** water, sewer, storm drainage and other utility services as required by

the Project's scope and program. Format Preliminary Project Descriptions to match that specified by the latest edition of the Construction Specification's Institute's "Manual of Practice".

.3 Mechanical Requirements Specific to Remodeling and Addition Projects: Provide a listing of capacities for existing HVAC equipment and the available tonnage for the new connected load. Provide a survey of the condition of the existing mechanical equipment.

.4 Electrical Requirements Specific to Remodeling and Addition Projects: Provide an electrical load analysis for the existing facility for existing and new loads. Provide a survey of the condition of the existing electrical equipment and the communication equipment room.

.5 **A Project Design Schedule:** The Project Consultant shall follow the design schedule as agreed upon during negotiations. Refer to project schedule included in the Project Consultant's attached Proposal. Such schedule shall show activities including but not limited to Project Consultant efforts and Owner reviews and approvals required to complete services. As a condition of payment, Project Consultant will submit with each invoice a copy of the approved schedule showing progress (indicated by percentage complete) as of the invoice cutoff date and a forecast of when each phase of Project Consultant's work will be complete. No subsequent payment shall be made if Project Consultant has not obtained approval of his work schedule, the schedule is not updated, or a forecast is not submitted with each invoice (provided that Owner conducts its review promptly and does not withhold its approval unreasonably). The project development schedules shall set forth in detail the following:

.1 Include all activities required to complete the design phase of the project.

.2 Prepare in a bar chart format, or other format as required by the Owner, which may be further developed and updated for submittal during subsequent phases of the Basic Services.

.3 The Project Consultant shall not be permitted to deviate from the milestones indicated on the Project Schedule without specific written authorization from the Owner (Attachment 1 of this Agreement).

.6 **The Statement of Probable Construction Cost:** The Consultant shall submit to Owner for review and approval a Project Validation phase estimate of probable construction cost, itemized by major categories and projected to the expected time of bid.

.7 **Five (5)** copies of a Design Concept and Schematics Report which will be utilized to communicate the schematic design and shall include: Reduced color drawings (Site and building plans, elevations, sections, sketch perspectives and miscellaneous diagramming), photographs of massing and building models, a facilities list (including the number of spaces, net/gross square footages, etc.), the Project Development Schedule, and a summary design statement indicating the general design intent, conceptual development, and preliminary material, assembly and system selections. Provide brochure with heavy stock covers and plastic comb or metal spiral binding. Additional copies of the **Project Scope and Budget Validation Report** if required by the Owner will be compensated as a reimbursable service approved in advance by the Owner.

2.2.7 **Schematic Design:** After receiving approval from Owner and based on the approved Project Scope and Budget Validation report and any adjustments authorized by Owner in the Project Scope**,** Project Schedule

or Project Budget, the Consultant shall prepare, submit and present for review and approval by the Owner, Phase I Schematic Design Documents, based on the SREF requirements for schematic drawings. In addition to SREF requirements and information required by the Owner's document submittal checklist for phase I, the documents shall include the following:

.1 A site plan showing acreage, points of the compass, scale, contours and general topographical conditions, flood plain elevation and velocity zone, over-all dimensions, adjacent highways, roads, off-site improvements, emergency access, fire hydrants, power transmission lines, ownership and use of adjacent land, walks and paths, vehicle and bike parking areas, accessibility for the disabled, service areas, play areas, athletic fields, bus loop(s), parent drop off, existing buildings and use, location of proposed building(s) and future additions, portable classrooms and other relocatable or temporary structures, community use buildings, phased construction, preliminary soil borings. A statement shall be included on the site plan identifying the FEMA flood plain and velocity zone in which the project is located. The statement shall be signed and dated by the Project Consultant.

.2 Evidence, as jointly developed with the Owner, showing that required environmental studies have been completed and sensitive site areas have been identified as required by Florida Law or the Owner or any governmental entity having jurisdiction over the project site.

.3 Floor plans showing points of the compass, over-all dimensions, identity of each space, proposed door locations, accessibility for the disabled, Florida Inventory of School House (FISH) numbers, occupant load of each space, proposed passive design and low energy usage features, possible community service areas and instructional spaces that can be converted to community use areas, mechanical and electrical rooms, any existing buildings and use, future additions, and phased construction. Provide a life-safety plan delineating the necessity for and initial decisions concerning exits, accessibility for the disabled, fire walls, protected corridors, smoke partitions, fire alarm systems, fire sprinkler systems, room names and numbers, and any other life-safety features relevant to the facility.

.4 Provide a project manual, plans and drawings consistent with the Plan Review and Document Submittal Checklist requirements for Design Documents: Schematic Design.

.5 Provide elevations and sections of the building to fully illustrate and indicate the mass and character of the facility including fenestration, openings, walkways, preliminary material selections, and other building features and spatial relationships.

.6 Life Cycle Cost Analysis (LCCA) shall be submitted together with plans for review and approval with Phase I/II documents. Office of Educational Facilities' Life Cycle Cost Guidelines for materials and Buildings for Florida's Public Educational Facilities. OEF LCCA – 1 Life Cycle Cost Analysis form shall be used.

.7 **The Statement of Probable Construction Cos**t: The Consultant shall submit to Owner for review and Owner's approval a Schematic Design phase estimate of probable construction cost, itemized by major categories and projected to the expected time of bid.

.8 The Project Consultant shall coordinate with the assistance of the Owner and Construction Manager to determine the municipal, county and other jurisdictional agency (such as the South Florida Water Management District, etc.) coordination required for the Project and, make applications for site

plan and other review as appropriate to this phase of the project. The Project Consultant shall attend and provide representation at all review meetings, workshops, hearings and Commission/Council meetings concerning the project as conducted by any and all other agencies having jurisdiction over the project.

.9 The Project Consultant shall submit five (5) copies of all full-size documents required under this Phase, and a completed document submittal checklist, without additional charge, for review by Owner and Construction Manager and approval by the Owner. The Project Consultant shall not proceed with the next Phase until the completion of all required presentations and reports and receipt of a written Authorization to Proceed with the next phase.

.10 The Project Consultant shall provide presentations of the Schematic Design to the Owner's staff, Design Review Committee, Construction Manager and to The School Board of Broward County, Florida, as required.

2.3 Phase II - Design Development:

2.3.1 After receiving approval from Owner and based on the approved Schematic Design Documents and any adjustments authorized by Owner in the Project Scope**,** Project Schedule or Project Budget, the Consultant shall prepare, submit and present for review by Owner and Construction Manager and approval by the Owner, Design Development Phase documents, comprised of the SREF requirements for Design Development documents and the following:

.1 "Project Transmittal Form" as required by the Facilities and Construction Management Division's Design Section.

.2 **Documents:** These documents shall be design development drawings corresponding to the educational specifications and program requirements illustrating the general scope, scale, and relationship of project components. In addition to Phase I requirements, SREF requirements, and information required by the Owner's document submittal checklist for phase II, the documents shall include the following:

.1 Architectural and Civil site plan(s) showing, in addition to Phase I site survey requirements, landscaping, drainage, water retention ponds, sewage disposal and water supply system, chilled water supply and return piping and such physical features that may adversely affect or enhance the safety, health, welfare, visual environment, or comfort of the occupants.

.2 A statement, signed and dated by the Project Consultant or his designated Sub-Consultant, included on the site plan identifying the number of existing trees, the number and size of required trees, and the number of new trees to be planted.

.3 Soil testing results including a copy of the Geotechnical Engineer's report on the site. When unusual soil conditions or special foundation problems are indicated, submit the proposed method of treatment.

.3 Plan(s) including, but not be limited to, the following:

.1 Floor plan drawn at an architectural scale that will allow the entire facility to be shown on one sheet, without break lines and which indicates project phasing as applicable to the Project.

.2 Floor plans drawn at 1/8 inch or larger scale showing typical student occupied spaces or special rooms with dimensions, sanitary facilities, stairs, elevators, and identification of accessible areas for the disabled.

.3 Floor plans drawn at 1/4 inch or larger scale showing typical spaces or special rooms with dimensions, equipment and furnishing layouts.

.4 Floor plans for additions to an existing facility: Indicate the connections and tie-ins to the existing facilities, including all existing spaces, exits, plumbing fixtures and locations, and any proposed changes thereto. Distinguish between new and existing areas for renovation, remodeling, or an addition.

.5 Floor plans drawn at 1/4 inch or larger scale showing typical spaces or special rooms with dimensions, indicating door and window layouts.

.6 Reflected ceiling plans drawn at 1/4 inch or larger scale showing typical spaces or special rooms with dimensions, lighting equipment and ceiling panel layouts.

.7 Roof plans drawn at 1/4 inch or larger scale showing typical spaces or special rooms with dimensions, equipment layouts.

.4 Life-safety plans to show exit strategy, rated doors, emergency wall openings, fire walls working stage protection, range and fume hoods, eye wash, emergency showers, ramps and vertical lifts.

.1 By symbol, indicate fire extinguishers, fire alarm equipment, smoke vents, master valves and emergency disconnects, emergency lighting, emergency power equipment, fire sprinklers, exit signs, smoke and fire dampers, and other life-safety equipment relevant to the facility.

.2 By symbol, indicate connections and tie-ins to existing equipment.

.3 For existing facilities where remodeled or renovated spaces are required and where an ADA and code conforming ramp cannot be utilized, document proposed vertical platform lifts or inclined wheelchair lifts and provide the following documents as part of or in addition to the required life safety plans:

.1 Sketches of proposed vertical platform lifts, including layout drawings showing the effect of the lift on existing spaces, corridor widths and exiting from the affected facility.

.2 Sketches of proposed inclined wheel chair lift including layout drawings showing the effect of the lift on the stairway width in the folded and unfolded position, the upper and lower platform storage locations, and the effect on exiting from the affected areas of the facility.

.5 When planning open space schools or administrative spaces, a floor plan shall be submitted showing the methods used to permanently define the means of egress, such as surface finish or color.

.6 Plumbing fixture locations and fixture unit calculations.

.7 All exterior building elevations and sufficient building sections as necessary to fully illustrate and indicate the scale and massing of the facility.

.8 Typical building sections to show dimensions, proposed construction materials, and relationship of finished floor to finished grades.

.9 Preliminary Structural Drawings including plans and sections indicating systems, connections and foundations. These drawings may be structural roughs.

.10 Mechanical Drawings including reflected ceiling plans and a single line diagram of the duct layout, location of grease trap(s), LP gas tank location, and natural gas pipe lay out, tie in to existing utilities. Enhance systems description to include a description of proposed HVAC system equipment including the chiller, pumps, AHU's, cooling tower, electric duct heaters, etc.

.11 Electrical Drawings including reflected ceiling plans, lighting layouts for the outdoors and interior spaces, and a one line diagram of the electrical distribution showing electrical outlets for all systems in all spaces. Provide layout for energy management, computer networking and security systems. Location of all the main components of the electrical system such as transformers, panels, and main switch board, and emergency generator, location of the intercom console, ITV head end and tower, master clock, fire alarm panel. Also, show locations of mechanical equipment such as chillers, air handler units, etc**.** and their respective electrical connections.

.12 **Equipment and Furnishing Schedules:** Indicating equipment and furnishing items that will be provided by the Construction Manager and those that will be provided by the Owner or others.

.13 **Outline specifications:**

.1 Organized according to the Specification Section numbering system specified in the Construction Specifications Institute's current edition of Masterformat on the date of execution of the Contract.

.2 Formatted to conform to the formats for outline specifications as established by the Construction Specifications Institute.

.3 Complete for Divisions 2 through 17 giving general description of all finishes, materials, and systems including civil, structural, HVAC, electrical, plumbing, and specialty items, including fire sprinklers, alarm systems, electronic controls and computer networking components.

.14 Office of Educational Facilities Life-Cycle Cost Analysis (LCCA). LCCA shall be submitted to the Owner for review and approval with the Phase II documents. LCCA shall be by a commercially available life-cycle cost analysis program, and as required by the Department of Education and the Owner. Life Cycle Cost Analysis shall be compared among competing providers in accordance with Ch. 1013.451, Florida Statutes.

.15 Florida Energy Efficiency Code for Building Construction (FEEC). FEEC forms, including calculations for mechanical systems, documenting energy efficiency ratio rating of HVAC equipment, electrical systems, insulation, and building envelope shall be submitted to the Owner for review and approval with the Phase II documents.

.16 The Project Consultant shall advise Owner of any adjustments to the Schematic Design Phase estimate of probable construction cost and shall submit to Owner a fully detailed Design Development Phase estimate of probable construction cost, by an independent cost estimator approved by Owner, projected to the expected time of bid and containing sufficient detail to provide information necessary to evaluate compliance with the Project Budget set for this project. Format estimate and provide detail matching the organization and content of the project's Outline Specifications complete for Divisions 2 through 17 including all finishes, materials, and systems including civil, structural, HVAC, electrical, plumbing, and specialty items, including fire sprinklers, alarm systems, electronic controls and computer networking components.

Utilize the current edition of MasterFormat as published by the Construction Specifications Institute to organize the estimate.

.17 An updated Project Design Schedule reflecting development and anticipated schedules for all subsequent project activities.

.18 A written response from the Project Consultant and each of the major technical disciplines and any necessary Sub-Consultants explaining how each previous review comment (as generated by the Owner and/or other reviewing agencies) concerning the project have been addressed and/or corrected.

.19 A simplified single line floor plan of the project; a database format schedule reflecting the room numbers; the name of the room or space; the net square footage of the space and the capacity of the space on electronic media conforming to the Owner's standards for graphics and for electronic media submittals. This drawing and database information will be for use in preparing F.I.S.H. (Florida Inventory of School Houses) information. The Project Consultant shall coordinate with and utilize the Owner's F.I.S.H requirements for room numbers, room name assignments and electronic media (format, layering, etc.) prior to developing final documents for this submittal. Hardcopy graphics shall be suitable for clearly legible half size reductions. Comply with the Owner's requirements for electronic media specified below.

.20 A letter indicating, after coordination with the Facilities and Construction Management Division's Environmental Section, the extent of any known or suspected asbestos containing materials or other potentially hazardous materials which might require mitigation by the Owner prior to or during construction of the Project. Establish and confirm responsibility for removing the asbestos or other hazardous materials in the design development documents and coordinate with Project Development Schedule, Statement of Probable Construction Cost and other documentation.

.21 Preliminary colorboards to review the color selections for all finish materials with the Owner.

.22 Twenty-five (25) copies of a Design Development Brochure which will be utilized to communicate the design as developed to date and shall include updated and enhanced contents of those brochures required at the Schematic Design Phase complete as necessary to illustrate the developed design,

schedules, etc. Additional copies of the Design Development Brochure if required by the Owner will be compensated as a reimbursable service approved in advance by the Owner.

2.3.2 Staff from each of the Project Consultant's major technical disciplines and Sub-Consultants as necessary shall attend coordination, review and presentation meetings with the Owner and Construction Manager to explain the design concept and technical resolution of their respective building or site systems.

2.3.3 The Project Consultant shall submit five (5) sets of all documents required under this Phase (except as otherwise indicated), without additional charge, for review by Owner and Construction Manager and approval by the Owner, and the Project Consultant shall not proceed with the next Phase until the completion of all required presentations and reports and receipt of a written Authorization to Proceed with the next phase.

2.4 Phase III - Construction Documents Development (Owner/Building Department Review):

2.4.1 After receiving approval from Owner and based on the approved Design Development Phase documents and any adjustments in the scope or quality of the project or in the Fixed Limit of Construction Cost reviewed by Construction Manager and authorized by Owner, the Project Consultant shall prepare for approval by Owner and the Florida Department of Education, and in accordance with SREF requirements and the Owner's formats, Final Construction Documents setting forth in detail the requirements for the construction of the Project. The Project Consultant is responsible for the full compliance of the design with all applicable codes.

2.4.2 Provide a project manual, plans and drawings consistent with the Plan Review and Document Submittal Checklist requirements for Phase III Construction Documents: 50% Submittal.

2.4.3 **50% Construction Documents Submittal:** The Project Consultant shall make a 50% Construction Documents submittal, for review by Owner and Construction Manager and approval by the Owner, which shall include five (5) sets of the following:

.1 Updated Florida Energy Efficiency Code for Building Construction (FEEC) compliance forms. Submit five (5) copies signed and sealed by a State of Florida registered design professional with 50% Contract Documents submittal.

.2 **Preliminary calculations:** Provide preliminary calculations for structural, mechanical and electrical systems.

.3 **Drawings:** These documents shall be 50% construction drawings corresponding to the educational specifications and program requirements illustrating the general scope, scale, and relationship of project components. In addition to Phase II requirements, SREF requirements, and information required by the Owner's document submittal checklist for phase III 50%, the documents shall include the following (as appropriate to the project):

.1 Site Plan(s) and detailing which, in addition to the Phase II requirements, indicate:

.1 Spot elevations, based on the civil grading plan, for the perimeter of the new additions, sidewalk, or any other areas pertinent to the drainage of rainwater.

.2 Location of storm water service for new additions roof drainage.

.3 Parking lot lighting poles location and type.

.4 Final location for manholes, handholes, pull boxes.

.5 Layout of underground distribution systems (normal power emergency power, fire alarm, master clock, intercommunication, television, telephone, security, control and spares).

.6 Locations of all site improvements, playground and athletic equipment, street furniture, planters and other features.

.7 Details of all curbing, typical parking spaces (regular and handicap accessible), handicap ramps, bus loop(s), parent drop-off, directional signage, site lighting, flagpole and fence foundations, and any other site conditions pertinent to the scope of work.

.8 Plans of new playcourts, tennis courts, tracks, event pads and other pertinent athletic, physical education or recreational areas provided with court markings and detailing for basketball goals, volleyball sleeves, tennis nets, and other playcourt equipment or accessories.

.2 A plan to delineate staging areas, site barriers and other area designations to control and separate students, faculty, staff and the public from construction activities and traffic.

.3 Landscape plans and detail including a plant list clearly noted and cross referenced, details for shrub and tree plantings, identification of plants and trees to remain, be removed or relocated, and other necessary documentation.

.4 Irrigation plans and details delineating the entire area of the project, and addressing necessary connections, alteration, repair or replacement of any existing irrigation systems.

.5 **Full floor plans including:**

.1 All dimensions and any cross references explaining the extent of Work, wall types, or other component, assembly or direction regarding the Construction.

.2 Note all chases and delineate all rainwater leaders.

.3 Show structural tie columns and coordinate with the floor plan.

.4 Cross referenced interior elevations.

.5 Delineate and note all built-in cabinetry or equipment.

.6 Identify room (F.I.S.H.) and door numbers with all doors having individual numbers.

.6 **Demolition Plans:** Indicate required demolition activities as follows:

.1 Provide separate demolition plan(s) and other drawings (elevations, sections, etc.) as necessary if the scope of work includes demolition which is too excessive to indicate drawings depicting new construction.

.2 Indicate notes on the extent of the demolition: address dimensions at locations where partial walls are being removed or altered, existing room names and numbers, existing partitions, equipment, plumbing, HVAC or electrical elements.

.3 Include notes dealing with protection of existing areas as a result of demolition.

.4 Delineate any modifications to existing buildings involving structural elements within the structural documents rather than on the architectural.

.7 Building elevations developed further than at Phase II and including delineation of building joints (including dimensionally located stucco control joints), material locations, elevation heights, and other building features.

.8 Building and wall sections to establish vertical controls and construction types for the Project. Include clear graphics, and notes on construction assemblies and systems to be used, dimensions, heights. Provide associated detailing to delineate solutions for difficult connections. Specify details for any fire walls to be constructed.

.9 Reflected ceiling plans indicating ceiling types, heights, light fixture types, mechanical diffuser locations, and sprinkler heads if area is sprinklered. Delineate and detail any dropped soffits or joint conditions between different materials. Ensure coordination with architectural, electrical, mechanical and plumbing disciplines and work of any applicable Sub-Consultants.

.10 **Roof plans:**

.1 Indicating all roof penetrations, including drains, scuppers, mechanical exhaust fans, any other equipment on the roof, slopes of roof with elevations shown, type of roofing system to be used, expansion joints, typical parapet and flashing details.

.2 Dimensions to locate the items noted previously, and cross references shown.

.11 Large scale building details as appropriate to this level of document development and as required to establish vertical controls for the Project. Include clear graphics, and notes on construction assemblies and systems to be used, dimensions, heights. Provide associated detailing to delineate solutions for difficult connections.

.12 Interior elevations of all classroom designs including cross references of cabinetry details, dimensions and heights, notes indicating type of equipment (and whether equipment is in or out of contract), wall materials, finishes, and classroom equipment and accessories.

.13 Details of casework as necessary to appropriately delineate custom or pre-manufactured casework. Provide appropriate schedules referencing manufacturer's numbers or catalogs, finishes, hardware and other construction characteristics.

.14 **Details of the following:**

.1 Door jamb, head and sill conditions.

.2 Wall and partition types.

.3 Window head, sill and jamb conditions, and anchorage methods shown, in lieu of referencing to manufacturer's standards.

.4 Interior signage to include classroom and building identification, emergency exiting and equipment signs, and any other items pertinent to the identification of the project. Coordinate with electrical discipline.

.5 Interior or exterior expansion control connections.

.6 Any other specialized items necessary to clearly express the intent of the project design.

.15 Room finish and door schedules coordinated with the floor plans, developed beyond Phase II.

.16 Structural foundation and framing plans, with associated diagrams, schedules, notes, detailing and section drawings completed sufficiently to communicate the design intent and coordination with other disciplines.

.17 **Mechanical Drawings:**

.1 Provide double line duct work layout and HVAC equipment layout drawings with related diagrams and schematic diagrams, schedules, notes, detailing and section drawings completed sufficiently to communicate the design intent and coordination with other disciplines.

.2 Provide plumbing equipment and fixture layout drawings with related diagrams, schedules, notes, detailing and section drawings completed sufficiently to communicate the design intent and coordination with other disciplines.

.3 Provide 1/2 inch scale plans, elevations and sections of the mechanical rooms showing service clearance, room openings, nominal equipment size, ceiling height, duct clearance between bottom of joist and top of ceiling and any ceiling mounted lighting fixtures, electrical equipment or other building assembly or component, etc.

.18 **Electrical:** Provide drawings for the following systems:

.1 Lighting including circuiting and luminaire identification and switching. Also provide illuminance computer printout for all indoor typical indoor spaces and parking lots.

.2 Convenience outlets and circuiting, special outlets and circuiting, television outlets, and power systems and equipment. Provide riser diagrams for all electrical systems including

master clock, intercom, fire alarm, ITV, computer networking/telephone. Also, provide for emergency and normal power distribution. Provide luminaire schedule.

.3 Panel schedule may be in preliminary form but circuitry must be included.

.4 Applicable installation details.

.5 General legend and list of abbreviations.

.6 Voltage drop computation for all main feeders.

.7 Short circuit analysis

.8 Provide 1/2" scale floor plan and wall elevations for all electrical rooms.

.9 Indicate surge protector for main switchboard and electrical panels.

.4 **Progress specifications:**

.1 Provide preliminary Project Manual including front end documents. Completion of fill-in items in Bidding documents and other "Division 0" documents is not required.

.2 Provide a preliminary Division 1 based upon the standard documents provided by the Owner, reviewed by Construction Manager and edited by the Project Consultant after consultation with the Owner and Construction Manager to establish project specific requirements.

.3 Include progress set of all other Sections in Divisions 2-17 with each section developed to demonstrate to the Owner and Construction Manager an understanding of the project and an appropriate level of developmental progress comparable to that of the drawings.

.4 Specification sections shall be organized to follow the Construction Specification Institute's (CSI) current edition of MasterFormat with each section developed to include CSI's standard 3-part section and page formats with full paragraph numbering.

.5 An updated Project Design Schedule, reflecting continued Project development and illustrating anticipated schedules for all subsequent project activities including Construction Manager’s input permitting and submittal coordination with all agencies having jurisdiction on the Project. Format updated schedule as a Bar Chart (Gantt Chart) type schedule with milestones.

.6 Colorboards illustrating color selections, finishes, textures and aesthetic qualities for all finish materials for final review by Owner and Construction Manager and approval by the Owner and to establish a final pallet of material selections for development of subsequent specifications, schedules and other requirements for incorporation into the Contract Documents.

.7 A letter from the Project Consultant and each of the major technical disciplines and any necessary Sub-Consultants or explaining how each previous comment concerning the project has been addressed and/or corrected.

2.4.4 90% Construction Documents Submittal (Owner Review):

.1 Upon receipt of written approval of the Phase III 50 % Construction Documents, the Project Consultant shall proceed with the rest of Phase III Construction Documents.

.2 Upon 90% completion of the Construction Documents, the Project Consultant shall submit to the Owner and Construction Manager five (5) copies of check sets of the Drawings, Specifications, reports, programs, a final up-dated Project Development Schedule, a final up-dated Statement of Probable Construction Cost and such other documents as reasonably required by Owner. The 90% construction documents shall conform to SREF requirements, all mandatory requirements cited by the Florida Department of Education (or the designated reviewer) and those listed below.

.3 All documents for this phase shall be provided in both hard copy and in electronic media. The 90% Construction Document Submittal shall consist of all required documents, project manuals, calculations, floor plans and drawings required by the industry "standard of care", district requirements, Department of Education requirements, and School Board of Broward County Building Department requirements. The Project Consultant shall submit all documents to the Owner and Construction Manager for review and approval prior to submitting to the Building Department for review and permit.

.4 Written approval of the Phase III 90% Construction Documents shall consist of close-out of all Plan Review Comments produced in Phase I Schematic Design Submittal, Phase II Design Development Submittal, Phase III 50% Submittal, and Phase III 90% Submittal. The Project Consultant shall be responsible to ensure the submittal includes all the requirements and responses to comments of these design phases. Project Consultant shall resubmit 90% Construction Documents with requirements and responses to close-out design review comments prior to proceeding if the above requirements are not met.

.5 The following Phase III contract documents shall be included with the Phase III submittal:

.1 "Project Transmittal Form" as required by the Facilities and Construction Management Division's Design Section.

.2 OEF form 110 (a) "OEF Project Implementation Information", for review prior to Building Department submission.

.3 OEF form 208 "OEF Project Transmittal Form", for review prior to Building Department submission.

.4 OEF form 208 (a) "OEF Space Chart Form" formatted to follow the sequence of spaces listed in the SREF Size of Space and Occupant Design Criteria Table, for review prior to Building Department submission.

.5 **General Requirements.**

.1 **Signed and Sealed/Statements of Compliance:** Only complete documents, properly signed and sealed by the Project Consultant and respective Sub-Consultants, will be

accepted for review; in addition, these documents shall contain a statement of compliance by the architect or engineer of record that "To the best of my knowledge and belief these drawings and the project manual are complete, and comply with the State Requirements for Educational Facilities and all applicable and referenced building codes".

.2 When requested by the Owner, engineering calculations for mechanical, electrical, and structural systems shall be submitted separately from drawings and the project manual.

.6 **Drawings.** These documents shall be **90% Construction documents shall be expected to be at a level of completion of 100% construction documents for Owner review** corresponding to the educational specifications and program requirements illustrating the general scope, scale, and relationship of project components. In addition to Phase III 50% requirements, SREF requirements, and information required by the Owner's document submittal checklist for phase III 100%, the documents shall include the following:

.1 Site plans including, but not limited to, area location map, legal description of property, demolition, excavation, utilities, finish grading, landscaping, mechanical, electrical, civil/structural, and architectural site plans.

.2 Plans and details including, but not limited to:

.1 Title sheets including listing of Project Consultant, Program Manager, Construction Manager, School Board of Broward County, a table of contents and statement of compliance by the architect or engineer of record. Each discipline shall have a list of abbreviations, schedule of material indications, and schedule of notations and symbols at the beginning of their section of the plans.

.2 Architectural sheets including floor plans, door, window and finish schedules, roof plans, elevations, sections, and details.

.3 Civil/Structural sheets including paving; bus loops; parent drop; service drive; parking; drainage; foundation plans; floor plans; roof plans; structural plans; sections; details; and, pipe, culvert, beam and column schedules.

.4 Mechanical sheets including floor plans; sections; details; riser diagrams; kitchen exhaust hoods; and, equipment, fan, and fixture schedules.

.5 Electrical sheets including floor plans; sections; details; riser diagrams; and, fixture and panel schedules.

.6 The drawings shall include the FEEC/LCCA analysis as required by SREF.

.7 **Project Manual.** The Project Consultant, in its leadership capacity, shall review and coordinate with the Construction Manager and Owner regarding the preparation of the following:

.1 The necessary bidding information, the bidding forms, the conditions of the contract and Division 1 with respect to the foregoing documents and regarding any other Agreements

necessary for construction of the project. However, in no case will Project Consultant amend or delete items from these documents without prior review by Owner and Construction Manager and written approval from Owner.

.2 A project specific set of Division 1 specifications based upon master documents provided by the Owner, including all schedules, lists and inventories as required to complete the Owner's master documents including Construction Manager's Submittal schedules, warranty schedules, salvage schedules, preliminary construction schedule, etc.

.3 Final specification sections for Divisions 2 through 17 organized and formatted as required for the set of Phase III, 50% progress specifications.

.4 Approved alternate bid items, if required by Owner and Construction Manager and authorized by the Owner, to bring the project within the Fixed Limit of Construction Cost (FLCC) which would permit Owner in its sole discretion to accept or reject portions of the construction of the project. No additional compensation shall be provided for bid alternates if they are part of the original scope of work.

.8 A threshold building inspection plan, prepared by the Project Consultant, and the name of a certified threshold building inspector, as set forth in Section 553.79(5), Florida Statutes (2004) as amended from time to time, shall be submitted to the Owner and the Department of Education (as applicable) for review and approval with Phase III documents. Threshold building inspection plan documents shall be submitted for:

.1 Any building greater than three (3) stories or fifty (50) feet in height, or

.2 Any building with an assembly space that exceeds five thousand (5000) square feet in area, and an occupant load of five hundred (500) or more persons.

.9 An Updated Statement of Probable Construction Cost as indicated by time factor, changes in requirements, or general market conditions.

.10 A letter from the Project Consultant and each of the major technical disciplines and any necessary Sub-Consultants explaining how each previous review comment (as generated by the Owner and/or other reviewing agencies) concerning the project has been addressed and/or corrected.

.6 The Project Consultant shall make best efforts to design the project to be within the Fixed Limit of Construction Cost (the "FLCC") established by Owner. If the Latest Statement of Probable Construction Cost exceeds the Fixed Limit of Construction Cost for construction, the Project Consultant shall review the materials, equipment, component systems and types of construction included in the Contract Documents with the Owner and may recommend changes in such items and/or reasonable adjustments in the scope of the Project (to be made at no additional cost to the Owner). If the Project Consultant can demonstrate that it is unable to design the project to be within the FLCC, the Owner, in its sole discretion, may either increase the FLCC, direct the Project Consultant to modify and/or revise the Project Scope to bring the project within the FLCC, or cancel the project. If the Owner directs the Project Consultant to modify and/or revise the project scope,

the Owner shall negotiate additional compensation to be paid to the Project Consultant for such services in accordance with Article 5.2.2.

.7 The Project Consultant shall make all required changes or additions and resolve all questions on the documents. The 100% complete Check Set shall be returned to the Owner. Upon final review by Owner and Construction Manager and approval by the Owner the Project Consultant shall furnish five (5) copies, signed and sealed of all Drawings and Specifications to the Owner without additional charge.

.8 Staff from each of the Project Consultant's major technical disciplines and Sub-Consultants as necessary shall attend coordination, review and presentation meetings with the Owner and Construction Manager to explain the development of the design concept and technical resolution of their respective building or site systems for both the Phase III - 50% and Phase III - 90% Submittals.

.9 The Owner's and Construction Manager's review and approval of the drawings, specifications, calculations and other construction documents shall not relieve the Project Consultant of any responsibility for their accuracy, adequacy and completeness.

2.4.4 The Project Consultant shall make all changes to the documents as required by the Owner's and Construction Manager's review of the documents by issuing a written recommendation to the Owner, at no additional cost and resolve initially all questions of constructability, code compliance, coordination across disciplines, clarity of documents, compliance with Owner standards, or other issues raised by the Owner or Construction Manager during their reviews of the documents. The Owner and Construction Manager will retain the documents submitted at this phase.

2.4.5 100% Construction Documents Submittal (Permit Review):

.1 Upon receipt of written approval of the Phase III 90% Construction Documents, the Project Consultant shall submit 100% Construction Documents to the Broward County Public Schools Building Department, in accordance with Building Department required submittal procedures.

.2 The Project Consultant shall submit one (1) copy of the 100% Construction Documents to the Project Manager at the time of Building Department submission. Submission to include Construction Document plans, Specifications, reports, programs, a final up-dated Project Development Schedule, a final up-dated Statement of Probable Construction Cost and such other documents as reasonably required by Owner. The 100% construction documents shall conform to SREF requirements, all mandatory requirements cited by the Florida Department of Education (or the designated reviewer) and those listed below.

.3 All documents for this phase shall be provided in both hard copy and in electronic media. The following Phase III contract documents shall be included with the Phase III submittal:

.1 "Project Transmittal Form" as required by the Facilities and Construction Management Division's Design Section.

.2 OEF form 110 (a) "OEF Project Implementation Information".

.3 OEF form 208 "OEF Project Transmittal Form".

.4 OEF form 208 (a) "OEF Space Chart Form" formatted to follow the sequence of spaces listed in the SREF Size of Space and Occupant Design Criteria Table.

.5 **Project Manual.** The Project Consultant, in its leadership capacity, shall review and coordinate with the Owner regarding the preparation of the following:

.1 The necessary changes to bidding information, bidding forms, conditions of the contract and Division 1 in response to Phase II 100% Construction Documents. This may include, but is not limited to, required changes in the Construction Documents in response to the Building Department permitting process, changes to bidding/award and construction schedules, project specific Division 1 thru 17 changes, and required alternate bid items. However, in no case will Project Consultant amend or delete items from these documents without prior review and written approval from Owner.

.4 **Record Set.** This submittal is the official record set and shall be the bid documents.

.5 The Project Consultant shall, with the Owner's assistance, file the required documents for approval by governmental authorities having jurisdiction over the Project (including Broward County and municipalities and their constituent departments, the South Florida Water Management District, and other state, local or federal agency with jurisdictional authority over some aspect of the Project) and obtain certifications of "permit approval" by reviewing authorities prior to the commencement of Phase IV and early enough to ensure that the eventual contractors is not delayed by permit processing by Broward County, a municipality or other jurisdictional agency. The Project Consultant shall provide the original documents or reproducible copies as may be required for submittal to any and all governmental authorities. The Project Consultant shall attend and provide representation at all review meetings, workshops, hearings and Commission/Council meetings concerning the project as conducted by other jurisdictional agencies. Project Consultant shall assure the Owner that all mandatory requirements are complete prior to the bidding, included, but not limited to, those that may have a financial impact on the Project.

2.5 Phase IV - Bidding and Award of Contract

2.5.1 **Bid Documents Approvals and Printing:** At this stage the Construction Manager assumes the leadership responsibility for the project team. This, however, shall not relieve the Project Consultants responsibilities as they relate to this contract for this phase and subsequent phases. Upon approvals of the Construction Documents, and review by Construction Manager and Owner, approval by the Owner of the latest Statement of Probable Construction Cost, the Project Consultant shall assist the Construction Manager in obtaining bids and awarding construction contracts. The Project Consultant will provide reproductions of the drawings and specifications for bidding purposes at no additional cost to the Owner.

2.5.2 The Construction Manager will issue the Bid Documents to prospective bidders and keep a complete "List of Bidders."

2.5.3 The Project Consultant shall render initial interpretations and clarifications of the drawings and specifications in a written format, supplemented by appropriate graphics. The Owner shall make all final determinations and/or interpretations as it relates to building code issues.

2.5.4 The Project Consultant shall attend a pre-bid conference as scheduled by Construction Manager and requested by the Owner and Construction Manager.

2.5.5 The Project Consultant shall prepare addenda, if any are required, for the Owner to issue to all prospective bidders. No addenda shall be issued without the Construction Manager's review and Owner's approval and if dimensional changes or extensive graphic changes are required the drawing sheets shall be revised and issued as addendum drawings as directed by Owner.

2.5.6 The Project Consultant shall be present at the opening of bids with the Owner's staff.

2.5.7 The Project Consultant shall participate with Owner in evaluating the bids and shall provide a written recommendation for bid award.

2.5.8 If the Guaranteed Maximum Price received from the Construction Manager (as that term is defined in the Agreement between Owner and Construction Manager) exceeds the Fixed Limit of Construction Cost the Owner will either:

.1 Approve the increase of Project costs and approve GMP or,

.2 Direct the Project Consultant to revise the Project scope or quality, or both, as approved by the Owner, and the Construction Manager will rebid the Project, or

.3 Suspend or abandon the Project, or

.4 Bid out the project to another CM At Risk Construction Manager or General Contractor.

2.5.9 Under Article 2.5.8.3 above, if exercised by Owner, the Project Consultant shall modify the Construction Documents as necessary to bring the project within the original or revised Fixed Limit of Construction Cost (FLCC), as established by Owner. Owner shall negotiate additional compensation to be paid to the Project Consultant for such services in accordance with Article 5.2.2.

2.5.10 If an estimate or cost analysis is required by the Owner for this phase, the Project Consultant shall utilize the previously established independent cost estimator, or a replacement acceptable to the Owner, to analyze bids and to assist in the preparation of any modified bidding documents or re-bid documents that may be required to ensure successful bidding within the Fixed Limit of Construction Cost.

2.6 Phase V - Administration of the Construction Contract:

2.6.1 The Construction Administration Phase will begin with the approval of the GMP and Construction Manager Agreement by the Owner and will end when the Construction Manager's final Payment Certificate is approved by the Owner and after the one (1) year warranty period has expired. During this period, the Project Consultant shall provide Administration of the Construction Contract as set forth in the construction contract documents (hereafter referred to and defined as the "Contract Documents") between the Owner and the Construction Manager, as basic services.

2.6.2 The Project Consultant, as a representative of the Owner during the Construction Phase, shall advise and consult with the Owner and Construction Manager within the limits established by this Agreement and the

Contract Documents. The Project Consultant shall contemporaneously provide Owner and Construction Manager with copies of all communications between Project Consultant and Construction Manager and others concerning matters material to the cost, time, sequence, scope, performance or requirements of the project.

2.6.3 The Project Consultant and the Project Consultant's respective Sub-Consultants shall attend all key construction events as necessary to ascertain the progress of the Project and to determine in general if the Work is proceeding in accordance with the Contract Documents and the Project Schedule. A minimum of at least one site visit per week will be required by the Project Consultant. The Sub-Consultant will be required to visit the site at least once a week when their respective portion of the work is in progress.

.1 The Project Consultant shall visit the site at least once per week to become familiar with the progress and quality of the Work and to determine if the Work is proceeding in accordance with the Contract Documents and Project Schedule. The Project Consultant shall coordinate the timing of these visits with the Owner's Representative and Construction Manager so as to permit joint observations of the progress of the Work and discussions about project issues. On the basis of on-site observations as a Consultant, the Project Consultant shall keep Owner informed of the progress and quality of the Work. The Project Consultant shall promptly submit to Owner a detailed written report of the results of each visit to the site, and copies of all field reports and notes of meetings with Construction Manager, subcontractors of any tier or suppliers.

.2 The Project Consultant shall, based upon its on-site visits, promptly report to Owner any defects and deficiencies in the Work coming to the attention of Project Consultant and shall endeavor to guard the Owner against defects and deficiencies in the Work. This obligation is not reduced or limited by the fact that others, such as the UBCI, are undertaking inspection for or on behalf of the Owner. The Project Consultant shall make on-site observations utilizing the same personnel over the course of the Work. The Project Consultant shall assist the Owner in determining the cost of additional inspections due to the Construction Manager’s or any contractor’s failure to perform. Any changes in personnel must be in writing and issued to the Owner.

.3 The Project Consultant shall not have control over or charge of and shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work.

.4 The Project Consultant shall, in attending all key construction events, be responsible for providing an agenda approved by the Owner, or designated representative. Additionally, the Project Consultant shall be responsible for documenting meeting minutes of all key construction events throughout the Administration of the Construction.

2.6.4 The Project Consultant shall at all times have access to the Work where ever it is in preparation or progress. The Project Consultant and the Sub-Consultants shall review and advise the Owner as to whether the Construction Manager is making timely, accurate, and complete notations on the "Project Record Documents" and maintaining various other administrative records as required by the Contract Documents. In addition, the Owner may at its discretion require the Project Consultant and all Sub-Consultants to submit additional written materials or forms to the Owner relating to or regarding the Project or its progress. Complete notations to the “as built” drawings shall include, but not be limited to all changes due to RFI’s, ASI’s, COD’s, and CO’s, in addition to the changes recorded by the Construction Manager, as noted above.

2.6.5 The Project Consultant shall initially interpret matters and provide recommendations concerning performance of Owner and Construction Manager under the requirements of the Contract Documents upon written request of Owner. The Project Consultant's response to such requests shall be made with reasonable promptness and within any time limits agreed upon. The Project Consultant shall render written advisory decisions, only upon the Owner's request, within a reasonable time, on all claims, disputes and other matters in question between Owner and Construction Manager relating to the execution or progress of the Work or the interpretation of the Contract Documents.

2.6.6 All initial interpretations and advisory decisions of the Project Consultant shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. In the capacity of interpreter the Project Consultant shall endeavor to secure faithful performance by both the Owner and Construction Manager, and shall not show partiality to either. The Owner shall be the final interpreter of any and all matters pertaining to the performance of the Project Consultant and Construction Manager.

2.6.7 The Project Consultant shall have authority to recommend rejection of Work which does not conform to the Contract Documents. The Project Consultant shall not have authority to stop the Work without approval of the Owner. Whenever, in the Project Consultant's reasonable opinion, it is necessary or advisable for the implementation of the intent of the Contract Documents, Project Consultant may recommend special inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is to be fabricated, installed or completed, but Project Consultant shall take such action only after consultation with Owner. The Project Consultant's monitoring of such additional special testing or inspections is a part of the Basic Services. Owner shall furnish all such tests**,** inspections and reports that are required by law or by the Contract Documents or that it has previously approved in writing, without waiving its right to reimbursement from Construction Manager. However, neither this authority of the Project Consultant nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty of responsibility of the Project Consultant to Construction Manager or other third parties performing portions of the Work.

2.6.8 The Project Consultant shall promptly review, and take other appropriate action upon Construction Manager's submittals such as shop drawings, product data and samples, but only for conformance with the design concept of the Contract Documents. Such action shall be taken within fourteen (14) days of receipt by Project Consultant unless Owner, Construction Manager and Project Consultant otherwise mutually agree. Project Consultant's review shall not constitute review or approval of safety precautions or of construction means, methods, techniques, sequences or procedures. Project Consultant shall maintain a log of all submittals made and shall compare the submittals with Construction Manager's progress schedule. The Consultant shall not approve changes to the contract or substitutions through the regular submittal process but will utilize those respective methods specified in the Contract Documents. The Project Consultant shall be compensated for reviewing re-submittals after the first re-submittal of a respective submittal as a reimbursable expense with the Owner reimbursed by the Construction Manager under provisions of the Contract Documents.

2.6.9 The Project Consultant shall coordinate with the Owner concerning the Owner's required review of Request for Proposals, Change Orders and Construction Change Directives. The Project Consultant shall:

.1 Meet with the Owner prior to the preparation and execution of Request for Proposals, Contingency Use Directives and Change Order items to ensure that proposed changes comply with the intent of

the Project's scope and construction schedule and whether the Construction Manager is entitled to additional sums or contract time for the proposed Work.

.2 Reconcile the Project Consultant's analysis of Request for Proposals, Contingency Use Directives and Change Order amounts with an analysis provided by Owner's chosen independent cost estimator and provide the Owner with a recommendation concerning the respective cost studies.

.3 Submit written and graphic information documenting proposed changes for formal review by the Owner.

.4 Review and indicate concurrence through signing Request for Proposals for Owner's authorization in accordance with the Contract Documents, shall have authority to order minor changes in the Work not involving an adjustment in the contract sum or an extension of the contract time and which are not inconsistent with the intent of the Contract Documents. Such minor changes shall be implemented through an Architect's Supplemental Instructions (ASI) issued through Owner. The Basic Services shall include providing recommendations concerning Request for Proposals, Contingency Use Directives and Change Orders, and the preparation, permitting and processing of Request for Proposals, Change Orders and Construction Change Directives. This Article shall not supersede Articles 2.9.1.14 or 2.9.1.16.

.5 Process, prepare and issue contract modification documents**,** Request for Proposals, Contingency Use Directives and Change Orders, in a timely manner and not allow the period required for evaluation, preparation or to issue such documents to exceed fourteen (14) days. The Project Consultant shall provide written notification to the Owner and Construction Manager concerning those modification documents requiring more than fourteen (14) days processing time with an attached explanation of the circumstances requiring longer processing time.

.6 All final decisions with respect to substitutions, Request for Proposals, Change Orders, and other contract modifications shall be at the sole determination of the Owner.

2.6.10 The Project Consultant shall conduct thorough site observations, make recommendations and otherwise assist Owner in determining the dates of Substantial Completion and Final Completion, shall review, approve and forward to Owner for Owner's review, written warranties and related documents required by the Contract Documents and assembled by Construction Manager, and shall certify a final certificate for payment. At substantial completion, the Project Consultant shall prepare a punch list of observed items requiring correction, completion or replacement by Construction Manager. The Project Consultant shall administer the Construction Manager's submittal of various closeout submittals including warranty documents, operations and maintenance materials, extra materials, and other closeout submittals as required by the Contract Documents. The Project Consultant and the Sub-Consultants shall verify and confirm the Construction Manager's successful demonstration of equipment and systems and the training of the Owner's personnel as required by the Contract Documents. Project Consultant shall inspect the Project upon final completion to determine compliance with the Contract Documents and, upon so determining, prepare and execute the required forms and other documents indicating that the Work is completed in compliance with the Contract Documents.

2.6.11 The Project Consultant shall within sixty (60) days of final acceptance provide the Owner with prints and electronic media copies of the original drawings, which the Project Consultant has revised to conditions based on information furnished by the Construction Manager as Project Record Documents. These prints

and electronic media copies shall become the property of the Owner. Submittal of these documents to the Owner is a condition of final payment of construction support fees to the Project Consultant.

2.6.12 The Project Consultant shall assist Owner in determining amounts owing to Construction Manager based on observation at the site and an evaluation of Construction Manager's applications for payment and shall certify Certificates for Payment of such amounts as provided in the contract documents and in such forms as the Owner may request. The certification of the Certificate for Payment shall constitute the representation by Project Consultant to Owner based on Project Consultant's observation at the site and the data comprising Construction Manager's applications for payment, that the work has progressed to the point indicated; the quality of the work is in substantial accordance with the contract documents (subject to an evaluation of the work for substantial conformance with the contract documents upon substantial completion, to the results of any subsequent test by or performed under the contract documents, to minor deviations from the contract documents cited prior to completion, and to any specific qualification stated in the Certificate for Payment); and that the Construction Manager is entitled to the amount certified. However, the certification of the Certificate of Payment shall not be a representation that Project Consultant has made any examination, other than information which has come to Project Consultant's attention, to ascertain how and for what purpose Construction Manager has used the monies paid by the Owner.

2.7 Phase VI - Warranty Administration:

2.7.1 Upon receiving approval following one year after substantial completion of the construction project, the Project Consultant shall assist Owner, without additional compensation, in securing correction of defects, and shall in the sixth and eleventh months make inspections of the project with the Owner and Construction Manager and report observed discrepancies to Owner.

2.8 Other Basic Services:

2.8.1 The Project Consultant shall render to Owner without additional compensation, any proper and reasonable assistance which Owner may require as a result of any claim or any action brought relating to Project Consultant's services. Preparation of detailed analysis or documentation (if requested by Owner) shall be a supplemental service under Article 2.9.1.21 with a fully approved and executed ATP and Purchase order (See 5.2.3).

2.9 Supplemental Services

2.9.1 The services listed below are normally considered to be beyond the scope of Basic Services as defined in this Agreement, and if authorized in advance by having received a fully approved and executed ATP and Purchase order (See 5.2.3), will be compensated for as provided under Articles 5.7 and 6.2:

.1 Providing special analyses of the Owner's needs, and special detailed programming requirements for a project.

.2 Providing financial feasibility, or other special studies.

.3 Providing planning surveys, site evaluations, or comparative studies of prospective sites.

.4 Providing services relative to future facilities, systems and equipment which are not intended to be constructed as during the construction phase.

.5 Providing services to make measured drawings of the existing site or facilities.

.6 Providing the services of a cost estimating firm beyond the services required during Phases I-III to verify cost of the work as designed. The choice of the firm, qualifications of the firm and the terms of employment of the firm shall be approved in writing in advance by the Owner.

.7 Providing interior design services required for or in connection with the selection of furniture or furnishings, except equipment included in the Construction Contract and identified in the educational specifications.

.8 Providing investigations and making detailed appraisals and valuations of existing facilities, and surveys or inventories required in connection with construction performed by the Owner.

.9 Providing the services of one or more full-time Construction Inspector during construction; including the services of a Special Threshold Inspector.

.10 Providing extended assistance beyond that provided under Basic Services for the initial start-up, testing, adjusting and balancing of any equipment or system; extended training of Owner's personnel in operation and maintenance of equipment and systems, and consultation during such training; and preparation of operating and maintenance manuals, other than those provided by the Construction Manager, subcontractor, or equipment manufacturer.

.11 Providing consultation concerning replacement of any Work damaged or built inconsistent with the Contract Drawings, providing the cause is found by the Owner to be other than by fault of the Project Consultant.

.12 Providing consultation concerning replacement of any Work damaged by fire or other cause during construction, and furnishing services as may be required in connection with the replacement of such Work.

.13 Preparing revisions of Schematic Design, Design Development, and Construction Document Phase Documents previously approved in writing by Owner, when so directed in writing by Owner, provided, however, that no compensation for Supplemental Services shall be paid for revisions which may be required when due to errors or omissions by the Consultant or when due to the fact that the lowest Bona Fide construction bid exceeds the "fixed limit of construction cost".

.14 Providing services made necessary by the default of the Construction Manager, or any major unanticipated defects or deficiencies in the Work of the Construction Manager or any Construction Manager not attributable in any way to an Error and/or Omission of the Project Consultant.

.15 Preparing change orders and related documents provided the changes are significant changes (whether increases or decreases) in the scope of the project and are requested by the Owner and not for any changes due to any other reasons such as error or omission of the Project Consultant.

.16 Providing revisions in drawings, specifications or other documents required by the enactment or revision of codes, laws or regulations subsequent to the preparation of such documents.

.17 Preparing to serve or serving as an expert witness in connection with any public hearing, arbitration proceeding or legal proceeding.

.18 Providing services after certification to the Owner of that Final Certificate for payment, and said payment has been made to the Construction Manager except those services that are a result of errors, omissions or conflicts in documents prepared by the Project Consultant or are warranty related services.

.19 Review of extensive claims by the Construction Manager or others relating to the Project. However, there shall be no additional charges to Owner from Project Consultant in the event the claims are not extensive or in the event the claims are determined by the Owner to be based upon the failure of the Project Consultant or Sub-Consultant to properly perform its services or to comply with the provisions of this Agreement.

ARTICLE 3 SUB-CONSULTANTS

3.1 Sub-Consultants' Relations

3.1.1 All services provided by the Sub-Consultant shall be pursuant to appropriate Agreements between the Project Consultant and the Sub-Consultants which shall contain provisions that preserve and protect the rights of the Owner and the Project Consultant under this Agreement. All such Agreements shall provide that the Project Consultant may assign or transfer to Owner any and all claims or causes of action which the Project Consultant has or may have against a Sub-Consultant as a result of or relating to any acts of omission or commission of that Sub-Consultant.

3.1.2 Nothing contained in this Agreement shall create any contractual relationship between the Owner and the Sub-Consultants. However the Project Consultant is at all times liable for any and all negligent acts of omission or commission of its Sub-Consultants relating to or regarding this Agreement or the Project which is the subject of this Agreement. The Owner may, at any time, require the Project Consultant to assign or transfer to the Owner any claims or causes of action which Project Consultant has or may have against one or more of its Sub-Consultants as it relates to these contract obligations regarding or relating to this Project. Upon such request, the Project Consultant shall execute a written assignment or transfer in a form to be provided by the Owner. In the event the Owner requires the Project Consultant to assign or transfer said claims or causes of action then the Owner agrees to indemnify and hold the Project Consultant harmless from any claim or cause of action brought by a Sub-Consultant against the Project Consultant directly related to the claim of cause of action brought by the Owner against a Sub-Consultant as a result of such assignment.

3.2 Proposed Sub-Consultants

3.2.1 The Project Consultant proposes to utilize the following Sub-Consultants:
Per Attachment 5 (Project Team Members)

3.2.2 The Project Consultant shall not change any Sub-Consultant without written prior approval by the Owner.

3.2.3 The Project Consultant, not later than ten **(**10**)** calendar days after the date of this Agreement, shall submit a list of contact information for Sub-Consultants which includes contact names, firm addresses, phone and fax numbers and internet (or other internet e-mail service provider) e-mail addresses.

ARTICLE 4 THE OWNER'S RESPONSIBILITIES

4.1 Information, Documents, And Services

4.1.1 Owner shall consult with Project Consultant and provide such information regarding requirements for the project, including a Project Scope, Budget and Schedule which shall set forth Owner's contemplated design objectives, constraints and criteria, including educational specifications, facilities lists, space requirements and relationships, flexibility and expandability, special equipment and site requirements as are reasonably necessary for Project Consultant to perform its services.

4.1.2 The Owner shall furnish a legal description and a certified land survey of the site. When possible, the Owner shall supply the certified land survey in hardcopy and electronic media formats. The certified land survey shall provide boundary dimensions, locations of existing structures and/or trees, the grade and line of street, pavement and adjoining properties, the rights, restrictions, easements, boundaries, topographic data and information relative to sewer, water, gas and electrical services.

4.1.3 Owner shall furnish the services of soil engineers or other consultants if such services are necessary and requested in writing by Project Consultant. Such services may include test borings, test pits, soil bearing values, percolation tests, air and water pollution tests, ground corrosion and resistivity tests, including necessary operations for determining subsoil, air and water conditions, tests for hazardous materials, chemical, mechanical, structural or other tests with reports and appropriate professional recommendations.

4.1.4 Owner shall furnish a Project Schedule for the project showing all activities and critical dates necessary to complete the project within the allotted time.

4.1.5 Owner shall furnish a Construction Budget which is the portion of the Project Budget allocated for the construction cost of a project and will be based upon the Fixed Limit of Construction Cost with an appropriate contingency factor. This contingency factor includes but is not limited to the demolition, destructive testing and repairs, directed by the Project Consultant, to adequately investigate and document the existing conditions of the facility.

4.1.6 **As-Built Documentation:** When available, drawings and other available documents which were purported to represent "as-built" conditions at the time of original construction will be furnished to the Project Consultant; however, they are not warranted to represent conditions as of this date. The Project Consultant shall perform non-destructive field investigations as necessary to obtain sufficient information to perform his services and as required by field conditions, or the Owner to verify wall assemblies, construction types or other basic information as required to develop the design and documentation necessary for the project. The demolition and repairs associated with the destructive testing shall be compensated as a reimbursable expense. The Owner encourages the use of destructive testing techniques (with prior approval) to retrieve information that can be utilized by the Project Consultant to clearly indicate the disposition of the existing facility and incorporate this information into the Contract Documents.

4.1.7 **District Standards and Submittal Checklist**

.1 Design And Material Standards: The Owner will furnish an electronic copy of Design and Material standards for the Project Consultant's use in developing designs and documentation for the project. These documents are technical specifications and the intent of these documents is to convey basic Owner preferences to the Project Consultant. The Project Consultant shall review the content of the Design and Material Standards provided by the Owner and may consult with the Owner concerning discrepancies, errors or suggestions for the improvement of the provided documents. The Project Consultant remains responsible for the technical content and accuracy of documents produced under the terms of this Agreement.

.2 **Design Criteria:** The Owner will furnish an electronic copy of the Design Criteria for the Project Consultant's use in developing designs for the project. These criteria are guidelines, which address owner related issues; including but not limited to, ease of maintenance, life cycle costing, and functionality of the facility.

.3 **Document Submittal Checklist:** The checklist is a guideline indicating minimum requirements for the submittal of contract documents for each phase of the design process. The completed checklist form will be required with each submission for all applicable disciplines.

4.1.8 **Standard Construction Bidding And Contract Documents:** The Owner shall furnish the Project Consultant with sample bidding and contract requirements and general requirements containing the basic provisions and requirements of Owner. These documents are comprised of the Bidding Requirements, Contracting and Construction Manager Requirements, Division 0 and Division 1 Specification Sections that will be utilized by the Project Consultant to develop the construction contract documents required under the terms of this Agreement. The Project Consultant acknowledges that these Owner Standard Documents will be made available by the Owner and shall be reviewed and analyzed by the Project Consultant and that these documents shall serve as the basis for the Project Consultant's development of bidding documents for the Owner and Construction Manager.

4.1.9 Construction Manager shall arrange and pay for the required advertisements for bid.

4.1.10 Construction Manager, assisted by Project Consultant and Owner, shall issue the bid documents to bidders, maintain the planholders list, and issue addenda.

4.1.11 Owner shall be responsible for issuance of formal notices to proceed (if any) to the Construction Manager.

4.1.12 **e-Builder.** The Project Consultant shall be required to use Owner's Project Management software, e-Builder. One (1) license will be distributed to Design Professional, at cost to Owner, which will allow access into e-Builder for one or multiple projects as awarded by Owner. Usage of this license will be provided throughout the duration of the project(s). Based on availability, additional licenses may be provided as needed.

4.2 Owner Furnished Items

4.2.1 The services, information, surveys and reports specified by Article 4.1 shall be furnished at the Owner's expense, and the Project Consultant shall be entitled to rely upon the accuracy and completeness thereof**.** However, if the Project Consultant reviews all of the information provided by the Owner (such as surveys, soil borings and "as-built" documentation) and determines additional information and/or testing is required to properly design the project, the Project Consultant shall request same from the Owner.

4.2.2 When documents, services, or other materials furnished by the Owner for the Project Consultant's use are deemed by the Project Consultant as inappropriate, inaccurate, or otherwise unreasonable, the Project Consultant shall notify the Owner immediately upon discovery of same. Failure of the Project Consultant to so notify the Owner shall result in the Project Consultant's being responsible for any costs, expenses, or damages incurred by the Owner and forfeiture of claims for damages, delays or other compensation related to the use of those Owner furnished materials.

4.2.3 The Owner shall furnish the above information or authorize the Project Consultant to provide it, as a supplemental service (except where otherwise stipulated), as expeditiously as possible for the orderly progress and development of the Project.

ARTICLE 5 BASIS OF COMPENSATION

5.1 Professional Service Fees:

5.1.1 The Owner agrees to pay the Project Consultant, and the Project Consultant agrees to accept for basic services rendered pursuant to this Agreement a fixed fee (as computed by the Fixed Fee method below) of:

Three Hundred Five Thousand Dollars. ($305,000.00)

5.2 Fixed Fee:

5.2.1 The Fixed Fee listed above is based on the scope of services for a project of this scope, size, complexity and Fixed Limit of Construction Cost (FLCC) of Construction of the project.

5.2.2 If the Owner authorizes a significant increase or decrease in the scope of the project**,** the Fixed Fee may be adjusted as mutually agreed upon. Changes in the FLCC, or, a Construction Contract awarded by the Owner in excess of the FLCC, shall not entitle the Project Consultant to additional Basic Services Fees, and, a Construction Contract awarded by the Owner that is less than the FLCC shall not entitle the Owner to a decrease in Basic Services Fees.

5.2.3 The Project Consultant shall not perform Professional Services, Supplemental Services, or Reimbursable Services until a written Purchase Order with the appropriate "line number" has been issued by the Supply Management and Logistics Department together with a fully executed Authorization to Proceed. **OWNER SHALL HAVE NO OBLIGATION TO COMPENSATE PROJECT CONSULTANT FOR ANY WORK PERFORMED BY THE PROJECT CONSULTANT PRIOR TO RECEIPT OF A FULLY EXECUTED WRITTEN AUTHORIZATION TO PROCEED AND PURCHASE ORDER**.

5.3 Not Used

5.4 Fee for Additive Alternates:

5.4.1 The design of alternates within the Owner's total allocated funds for construction will be a Basic Service.

5.4.2 The design of additive alternates, not included in the original project scope, in excess of Fixed Limit of Construction Cost of Construction must be authorized by the Chief Facilities and Construction Officer, and will be considered supplemental services, subject to negotiation.

5.4.3 Fees for the design of additive alternates, not included in the original project scope, will be negotiated and issued by a fully approved and executed ATP and Purchase order (See 5.2.3), . The Owner will pay one hundred (100%) percent of the negotiated fee for alternates accepted and only pay for the design portions of the (Phases I through III) for alternates rejected.

5.5 Raw Labor Rate:

5.5.1 Raw Labor is defined as the raw salary rate, as determined from salaries reported to the Director of Internal Revenue, of the personnel engaged directly on a project.

5.6 **Fees for Reimbursables**

5.6.1 Reimbursables are those items pre-approved in writing by a fully approved and executed ATP and Purchase order (See 5.2.3), and authorized by the Owner in addition to the Basic and Supplemental Services and consist of actual expenditures made by the Project Consultant and the Project Consultants' employees and Sub-Consultants in the interest of the Work.

5.6.2 Authorized travel outside the Dade, Broward and Palm Beach County area, lodging and meals in connection with a project (subject to the limitations imposed by Chapter 112.06l, Florida Statutes); fees paid for securing approval of authorities having jurisdiction over the Work; reproductions (outside of Basic Services and with prior written Owner approval in the form of a fully approved and executed ATP and Purchase order (See 5.2.3); postage and handling of Drawings, Specifications and other documents, excluding reproductions for the office use of the Project Consultant and check sets required by the Owner; data processing and photographic production techniques when used in connection with Supplemental Services.

5.6.3 The Owner will reimburse the Project Consultant for authorized Reimbursables as verified by appropriate bills, invoices or statements.

5.6.4 Any authorized reimbursable shall not include charges for office rent or overhead expenses of any kind, including but not limited to local telephone, cell phone and utility charges, overtime or any discretionary labor benefits, office and drafting supplies, depreciation of equipment, professional dues, subscriptions, etc., reproduction of drawings and specifications, mailing, stenographic, clerical, or other employees time or travel and subsistence not directly related to a project. Authorized reproductions in excess of sets required at each phase of the work will be a Reimbursable.

5.7 Fees for Supplemental Services

5.7.1 The Consultant may be authorized by its receipt of a fully approved and executed ATP and Purchase order (See 5.2.3), to perform Supplemental Services described under Article 2.9 and negotiated in accordance with Article 2.8.2. The fee for such services will be Time Spent plus reimbursable expenses with a Guaranteed Maximum Price based on Raw Salary Rates times a fixed multiplier. The fixed multiplier shall cover mandatory personnel expenses, overhead and profit and shall be set at 2.84 times Raw Salary Rates and shall be included in the Guaranteed Maximum. Where a mutually agreeable Guaranteed Maximum cannot be arrived at, the Owner may secure services from an independent source or from the Owner's resources. The Consultant shall provide any information and/or copies of project documentation necessary to facilitate the provision of said supplemental services by others.

5.8 Summary of Total Fees

Basic Services for Nob Hill Elementary:	$ 115,000	Lump Sum
Total Allowances (no markup)	$ 25,000	Not-to-Exceed
Reimbursable Expenses		
Reproduction	$ 5,000	Not-to-Exceed
Testing	$ 20,000	Not-to-Exceed
Site Survey / Civil Engineering	$ 0	Not-to-Exceed
Supplemental Services	$ 15,000	Not-to-Exceed
TOTAL PROJECT	$ 155,000	

Basic Services for Thurgood Marshall Elementary:	$ 120,000	Lump Sum
Total Allowances (no markup)	$ 30,000	Not-to-Exceed
Reimbursable Expenses		
Reproduction	$ 5,000	Not-to-Exceed
Testing	$ 25,000	Not-to-Exceed
Site Survey / Civil Engineering	$ 0	Not-to-Exceed
Supplemental Services	$ 20,000	Not-to-Exceed
TOTAL PROJECT	$ 170,000	

Basic Services for Endeavour Primary Learning Center:	$ 70,000	Lump Sum
Total Allowances (no markup)	$ 15,000	Not-to-Exceed
Reimbursable Expenses		
Reproduction	$ 5,000	Not-to-Exceed
Testing	$ 10,000	Not-to-Exceed
Site Survey / Civil Engineering	$ 0	Not-to-Exceed
Supplemental Services	$ 15,000	Not-to-Exceed
TOTAL PROJECT	$ 100,000	

Total Basic Services	$ 305,000	Lump Sum
Total Allowances (no markup)	$ 70,000	Not-to-Exceed
Reimbursable Expenses		
Reproduction	$ 15,000	Not-to-Exceed
Testing	$ 55,000	Not-to-Exceed
Site Survey / Civil Engineering	$ 0	Not-to-Exceed
Total Supplemental Services	$ 50,000	Not-to-Exceed
TOTAL AGREEMENT	$ 425,000	

ARTICLE 6 PAYMENTS TO THE PROJECT CONSULTANT

6.1 Payment for Basic Services

6.1.1 Payments for Basic Services may be requested monthly in proportion to services performed during each Phase of the Work and provision of all required insurance policies is a condition precedent to becoming due any such payments to the Project Consultant.Said payments shall, in the aggregate, not exceed the percentage of the estimated total Basic Compensation, or 90% for Phases I, II, or II prior to approval of the submitted design documents, indicated below for each Phase:

.1 (20%) percent of the total fee upon completion and approval of Phase I: Project Validation.

.2 (10%) percent of the total fee upon completion and approval of Phase I: Schematic Design Submittal.

.3 (10%) percent of the total fee upon completion and approval of Phase II: Design Development Submittal

.4 (15%) percent of the total fee upon submittal and approval of Phase III: 50% Submittal.

.5 (12.5%) percent of the total fee upon completion and approval of Phase III: 90% Submittal.

.6 (5%) percent of the total fee upon completion and approval of Phase III: 100% Submittal.

.7 (7.5%) percent of the total fee upon 100% completion of Phase IV.

.8 **(**15%) percent of the total fee upon completion of Phase V

.9 (5%) percent of the total fee upon completion of Phase VI (Warranty) and approval of all Work and audit of account, as per Article 5.

6.1.2 Partial payments may be made in Phase V (but not in excess of ninety (90%) percent of the aggregate of Phase V) in monthly increments which are proportioned to match the Work's percentage complete reflected

by the Construction Manager's monthly Applications for Payment. If the Owner's required Substantial Completion date for Phase V is extended through no fault of the Project Consultant, the Project Consultant shall be reasonably compensated for any required professional services and/or expenses not otherwise compensated for in connection with such time extension(s), in accordance with Article 6.2**.** If the Owner's required Substantial Completion date for Phase V is extended due to an action or inaction of the Project Consultant to the detriment of the Owner and/or Construction Manager, no additional payments or time shall be due to Project Consultant. The Project Consultant shall include with its billing, in either electronic or hard copy format, the following supporting information, and any additional supporting information required by the Owner: time sheets for any fees based upon Raw Salary Rates, subcontractors invoices, invoices for reimbursable expenses and time sheets, subcontractor invoices for reimbursables made necessary by the performance of Work. The invoice shall be totaled and care shall be taken to assure previously paid charges are not duplicated.

6.1.3 If the project reaches Final Completion (as defined by the Construction Contract Documents) prior to the expiration of the Anticipated Construction Time, then full payment shall be made at that time provided the Project Consultant has completed all obligations for submittals and other services (including Project Record Documents) as required by this Agreement.

6.1.4 No payments shall be due to Project Consultant unless and until all materials, forms and documents required by this Agreement have been provided by Project Consultant and its Sub-Consultant to Owner, Construction Manager, or others whom are to receive same. The Owner retains the right to withhold payment from the Project Consultant for non-performance of the Project Consultant during any phase of the Project.

6.1.5 The Project Consultant shall submit invoices in the Owner's required invoice format as provided.

6.1.6 All Submitted invoices shall have copies of referenced ATP's attached.

6.1.7 During project Phases I through III, the Project Consultant shall submit an updated Project Schedule reflecting the Project Consultant's scheduled and actual progress with each submitted invoice. As an attachment to the Project Schedule, the Project Consultant shall provide a progress report giving percentage of completion of the Project development.

6.1.8 Project Consultant shall submit a monthly MWBE Sub-Consultant Utilization Report with the monthly request for payment, on forms provided by the Owner.

6.1.9 Payments are due and payable thirty (30) days from receipt of the Project Consultant's invoice provided it is in accord with the requirements of this Agreement.

6.2 Payment for Supplemental Services / Reimbursables / Allowances

6.2.1 Payment for Supplemental Services, Reimbursables and/or allowances may be requested monthly (on the Owner's standard invoice format) in proportion to the services performed, allowances shall have no mark-up. When such services are authorized, the Project Consultant shall submit for approval by the Chief Facilities Officer, or designee, a duly certified invoice, attaching to the invoice all supporting data for payments made to Consultants and Sub-Consultants engaged on the project or task.

6.2.2 Payments are due and payable within thirty (30) days from receipt of the Project Consultant's invoice.

6.3 Project Suspension

6.3.1 If the project is suspended for the convenience of the Owner for more than three months or terminated in whole or in part, during any Phase, the Project Consultant shall be paid for services authorized by an Authorization To Proceed which were performed prior to such suspension or termination, together with the cost of Reimbursable Services and expenses then due.

6.3.2 If the Project is resumed after having been suspended for more than three months, the Project Consultant's further compensation shall be adjusted by the addition of Project Resumption Expenses. Project Resumption Expenses are in addition to compensation for Basic and Supplemental Services, and are full compensation for all damages and expenses which are directly or indirectly attributable to resumption of the Project Consultant's services after a Project Suspension. Project Resumption Expenses are applicable only to a Project Suspension by the Owner and shall be computed as a percentage of the total compensation for Basic Services and Supplemental Services earned to the time of termination, as follows:

.1 Two (2%) percent of the total compensation for Basic and Supplemental Services earned to the date of Project Suspension for the respective schematic or design development Phase only, if Project Suspension occurs before or during the design development design phase; or

.2 Five (5%) percent of the total compensation for Basic and Supplemental Services earned to the date of Project Suspension for the construction documents phase only, if Project Suspension occurs during the construction documents phase development phase; or

.3 Five (5%) percent of the total compensation for Basic and Supplemental Services scheduled for the construction contract administration phase only, if Project Suspension occurs during the construction support phase.

ARTICLE 7 REUSE OF DRAWINGS, SPECIFICATIONS AND OTHER DOCUMENTS

7.1 Scope of Services

7.1.1 It is understood that all Professional Service Agreements for design and other services include the provision for the Owner's optional re-use of drawings, specifications and other documents (including Phase V of Basic Services described in Article 2); and that the Project Consultant agrees to such re-use in accordance with this provision.

7.1.2 If the Owner elects to re-use the drawings, specifications and other documents, in whole or in part, prepared for the project for other projects on other sites, the Project Consultant will be paid a re-use fee, for Basic Services described in Article 2 for Phases I through VI, in the amounts of:

.1 Twenty (20%) percent of the original fee for Basic Services for Phases I through III.

.2 Thirty-eight (38%) percent of the original fee for Basic Services for Phases IV, V and VI.

Alternatively, the Owner agrees to pay the Project Consultant, and the Project Consultant agrees to accept, flat reuse fee of:

~~***(Fee Written Out) $XX,XXX*** for the reuse of <project> <Project number> <facility>:~~ Not Applicable

This flat reuse fee will only apply if an actual dollar amount is listed above.

7.1.3 For each re-use the Project Consultant shall review the final as-built design of any prior reuse or reuses and shall include all Basic Services rendered under the reuse(s) and incorporate all modifications to the drawings, specifications and other documents resulting from Change-Orders, Errors and Omissions, Code revisions and Code corrections made during the prior reuse(s), and, modifications normally required to suit the new site. (This does not include preparation of reverse plans, changes to the program, subsequent code revisions or exceptional site conditions). The stipulations and conditions of this Agreement shall remain in force for each re-use project, unless otherwise agreed. Reuse fees do not include preparation of documents for offsite improvements.

7.1.4 If a reuse project commences in excess of three years from the acceptance of the design development documents by the Owner then Owner shall negotiate the fees to be paid to Project Consultant.

ARTICLE 8 INDEMNIFICATION

8.1 Indemnification

8.1.1 To the fullest extent permitted by law, the Project Consultant shall indemnify, and hold harmless the owner, its members, officers, employees and agents (hereinafter collectively "Related Parties") from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the design professional and other persons employed or utilized by the design professional in the performance of this contract.

8.1.2 In any and all claims against the Owner by any employee of the Project Consultant, or anyone for whose acts the Project Consultant may be liable, the obligations for Project Consultant to indemnify Owner under this contract shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Project Consultant under workman's compensation acts, disability acts, or other employee benefit acts.

8.1.3 The Project Consultant recognizes the nature of the indemnification obligations imposed under this contract and voluntarily makes these covenants. The obligation imposed upon the Project Consultant under this Indemnification Agreement shall survive termination of this contract.

ARTICLE 9 INSURANCE

9.1 General Insurance Requirements

9.1.1 The Project Consultant shall not start work under this Agreement until the Project Consultant has obtained all insurance required hereunder and such insurance has been approved by the Owner.

9.1.2 All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. All insurance companies providing policies required under this Agreement shall have at least an "A-" rating and a financial rating of no less than VI in the current A. M. Best Manual or hold a Moody's Investors Service Financial Strength of "Aa3" or better.

9.1.3 Insurance policies required under this Agreement shall be endorsed to be primary of all other valid and collectible coverages maintained by The School Board of Broward County, Florida.

9.1.4 The Project Consultant shall furnish certificates of insurance to the Owner for review and approval at the time of execution of this Contract and shall maintain same at all times during the term of this Agreement.

9.1.5 All Certificates of Insurance shall be in the form as approved by Insurance Standards Office (ISO), unless approved by Owner and shall clearly indicate that the Project Consultant has obtained insurance of the type, amount and classification required by these provisions, in excess of any pending claims at the time of contract award to the Project Consultant. No material change or cancellation of the insurance shall be effective without a thirty (30) day prior written notice to and approval by the Owner. All Certificates shall list the Owner's project number and full project title (including applicable facility name).

9.1.6 Certificates of Insurance must clearly list any and all deductibles by coverages.

9.2 Insurance Required:

9.2.1 Automobile Liability Insurance: The Project Consultant shall maintain Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with this Agreement in amounts not less than One Million ($1,000,000) Dollars per occurrence for bodily injury and property damage combined single limit and shall not be less than the standard ISO Business Auto Policy CA 00 01.

9.2.2 Professional Liability (Errors and Omissions): The Project Consultant shall procure Professional Liability Insurance in the manner described herein. The deductible shall not be more than Fifty Thousand ($50,000) Dollars for each policy and must be indicated on the certificate of insurance. The limits of the Professional Liability Insurance Policy shall be as follows:

9.2.2.1 Not used.

9.2.2.2. Projects require a practice policy with a per claim/annual aggregate in accordance with the specifications delineated below relative to the cumulative construction value of all projects:

.1 One Million ($1,000,000) Dollars on a per claim/One Million ($1,000,000) Dollars annual aggregate basis for Project Consultants whose cumulative construction value for all Board contracts is less than Five Million ($5,000,000) Dollars.

.2 One Million ($1,000,000) Dollars on a per claim/Three Million ($3,000,000) Dollars annual aggregate basis for Project Consultants whose cumulative construction value for all Board contracts is between Five Million One ($5,000,001) Dollars to Ten Million ($10,000,000) Dollars.

.3 One Million ($1,000,000) Dollars on a per claim/Five Million ($5,000,000) Dollars annual aggregate basis for Project Consultants whose cumulative construction value for all Board contracts is greater than Ten Million One ($10,000,001) Dollars.

The Project Consultant shall be required to maintain the practice policy in accordance with the above specifications for a period commencing with execution of this contract and terminating three years after final completion of said projects. Should additional projects or change orders be added that increase the cumulative construction value to another tier shown above, the Project Consultant will be required to show proof of coverage at the higher limit / aggregate. In addition, the project consultant shall provide information regarding the total claims against said practice policy on an annual basis for the term of the contract upon and terminating three years after final completion of the project (Claims/Loss history should be forwarded to the Risk Management Department), as The School Board of Broward County, Florida, deems appropriate.

The Professional Liability insurance must provide for all sums which the Project Consultant shall be legally obligated to pay as damages for claims arising out of or relating to the negligent services performed by the Project Consultant or any person employed or acting on the Project Consultant's behalf (including, but not limited to, Sub-Consultants) in connection with this Agreement. If the Owner, at its sole discretion, agrees that such coverage is not commercially reasonably available, the Owner may, at its discretion, authorize the Project Consultant to alter the coverage by substituting a lower aggregate or changing any other terms and conditions of the coverage (including but not limited to deductible amounts) based upon the scope of the project.

9.2.3 Workers' Compensation Insurance: The Project Consultant shall maintain Workers' Compensation Insurance in compliance with Florida Statutes, Chapter 440 and Employer's Liability Limit of not less than Five Hundred Thousand ($500,000) Dollars per Occurrence.

9.2.4 General Liability Insurance: The Project Consultant shall maintain General Liability Insurance, including Contractual Liability to cover the "Hold Harmless Agreement" set forth herein, with bodily injury limits of not less than One Million ($1,000,000) Dollars per occurrence combined single limit for bodily injury and property damage and not less than the Two Million ($2,000,000) General Aggregate such coverage shall apply separately to each project. The School Board of Broward County, Florida, its members, officers, employees, and agents shall be named as an additional insured under the General Liability policy.

ARTICLE 10 GENERAL PROVISIONS

10.1 Performance

10.1.1 **Performance and Delegation:** The services to be performed hereunder shall be performed by the Project Consultant's and Sub-Consultant's own staff, unless otherwise approved by the Owner in writing. Said approval shall not be construed as constituting an Agreement between the Owner and said other person or firm.

10.1.2 **Term of Agreement:** The term of this Agreement shall start upon execution by the parties hereto and extend until the completion of Phase VI (Warranty) activities as set forth above except as may be otherwise agreed to in writing by the parties hereto, or as provided further herein under Article 10 and Article 7.

10.1.3 **Time for Performance:** The Project Consultant agrees to start all work hereunder upon receipt of an Authorization to Proceed issued by the Chief Facilities and Construction Officer or his designee and to complete each Phase within the time stipulated in the Authorization To Proceed (Attachment 6 to this

Agreement ("ATP")) and as required by the Project Schedule (Attachment 1 to this Agreement). The Project Consultant acknowledges that failure to perform timely may cause the Owner to sustain loss and damages and will be responsible for same. The Consultant agrees that Owner is entitled to recover no less than One Hundred Dollars ($100) per consecutive calendar day of unexcused delay caused by the Consultant's failure to comply with the times set forth in the fully executed ATP. Owner shall have the right to deduct such amounts from payments due and owing to the Consultant.

10.1.4 **Time Extensions**: A reasonable extension of time for completion of various Phases may be granted by the Owner should there be a delay on the part of the Owner in fulfilling its obligations pursuant to this Agreement. Such extension shall not be the basis or cause for any claims or causes of action by the Project Consultant for additional or extra compensation. Under no circumstances shall the Project Consultant be entitled to additional compensation or payment as a result of or relating to delays on the Project**.**

10.1.5 Time is of the essence with regard to the performance of this Contract.

10.1.6 **Excess Funds:** Any party receiving funds paid by the School Board of Broward County, Florida under this Agreement agrees to promptly notify the School Board of Broward County, Florida of any funds erroneously received from the School Board of Broward County, Florida of upon the discovery of such erroneous payment or overpayment. Interest shall be calculated using the interest rate for judgments under Section 55.03, Florida Statutes, as amended, applicable at the time the erroneous payment or overpayment was made by the School Board of Broward County, Florida. The erroneous payment and/or overpayment will be promptly transmitted and returned to the School Board of Broward County, Florida with applicable interest as set forth herein.

10.2 Termination Of Agreement

10.2.1 **Right to Terminate:** The Owner has the right to terminate this Agreement for its own convenience on seven days written notice. Upon termination of this Agreement, the Project Consultant shall be paid in accordance with Article 10.2.5. To receive payment, all charts, sketches, studies, drawings, and other documents or other materials related to work authorized under this Agreement, whether finished or not, must be turned over to the Owner.

10.2.2 The Consultant may terminate this Agreement only for a material breach of the Agreement and provided the Project Consultant has given the Owner written notice of the material breach and ten (10) days to cure that breach. In the event of any dispute regarding or relating to performance pursuant to this Agreement, or payment hereunder, then in that event, the Project Consultant is obligated to continue performance in accordance with the terms of this Agreement unless instructed by the Owner to suspend or delay performance.

10.2.3 Owner may terminate this Agreement for cause, which may include, but not be limited to any of the following; failure of Project Consultant to comply with any of its material obligations under this Agreement; a decrease in the projected, available Capital Outlay funds which renders continuation of the design or construction of the Project impossible or impractical; or conditions which arise that constitute Force Majeure under Article 10.2.8 of this Agreement. In such event Project Consultant shall not be entitled to any additional payments and may be liable to Owner for any damages or losses incurred or suffered as a result of Project Consultant's failure to properly perform pursuant to the terms of this Agreement. In the event it is later determined that the Owner was not justified in terminating the Agreement for cause, then it

shall be deemed to be a termination for convenience pursuant to Article 10.2.1 above, and the Project Consultant's sole compensation shall be compensation in accordance with that paragraph.

10.2.4 Whether or not this Agreement is so terminated, Project Consultant shall be liable to Owner for any damage or loss resulting from such failure or violation by Project Consultant, including, but not limited to, costs in addition to those agreed to herein for prosecuting professional services to completion and delay damages paid or incurred by Owner. The rights and remedies of Owner provided by this paragraph are cumulative with and in addition to any other rights and remedies provided by law or this Agreement.

10.2.5 **Termination Expenses:** Termination Expenses are in addition to compensation for Basic and Supplemental Services, and are full compensation for all damages and expenses which are directly or indirectly attributable to termination. Termination Expenses are applicable only to a termination for convenience by Owner and shall be computed as a percentage of the total compensation for Basic Services and Supplemental Services earned to the time of termination, as follows:

.1 Twenty (20%) percent of the total compensation for Basic and Supplemental Services earned to the date of termination, if termination occurs before or during the schematic design phase; or

.2 Ten (10%) percent of the total compensation for Basic and Supplemental Services earned to the date of termination, if termination occurs during the design development phase; or

.3 Five (5%) percent of the total compensation for Basic and Supplemental Services earned to the date of termination, if termination occurs during any subsequent phase.

10.2.6 **Annulment:** The Project Consultant warrants that no one has been employed or retained other than an employee working solely for the Project Consultant, to solicit or secure this Agreement; and that the Project Consultant has not paid, nor agreed to pay, any company or other person any fee, commission, gift or other consideration contingent upon the making of this Agreement. For breach or violation of this warranty, the Owner has the right to annul this Agreement without liability.

10.2.7 **Fixed Fees Exceeding $50,000:** For all Fixed Fees or other "lump-sum" fees for professional service Agreements over Fifty Thousand ($50,000) Dollars the Project Consultant shall execute a truth-in-negotiations certificate as in accordance with 287.05 and all required language set forth therein. Requirements of Florida Statute 287.055 (2004), as amended, are incorporated herein by reference.

10.2.8 **Force Majeure:** The Owner’s or Consultant’s failure to perform any term or condition of this Agreement as a result of conditions beyond its control such as, but not limited to, war, strikes, fires, floods, acts of God, governmental restrictions, power failures, or damage or destruction of any network facilities or servers, shall not be deemed a breach of this Agreement.

10.2.9 **Termination of Scrutinized Companies or False Certification**: SBBC reserves the right to terminate this Agreement in accordance with Section 287.135(5), Florida Statues, if the other party is placed on the List of Scrutinized Companies that Boycott Israel or is engaged in a boycott of Israel; is on the List of Scrutinized Companies with Activities in Sudan; is on the List of Scrutinized Companies with Activities in the Iran Petroleum Energy Sector; or has engaged in business operations in Cuba or Syria. SBBC also reserves the right to terminate this Agreement pursuant to Section 287.135(5), Florida Statues, if the other party is found to have submitted a false certification.

10.3 Project Consultant's Accounting Records and Right to Audit Provisions

10.3.1 Project Consultant's records which shall include any and all records reasonably requested by Owner that relate to performance of services by Project Consultant or Sub-Consultants. Records include but are not limited to information, materials and data of every kind and character (hard copy, as well as computer readable data if it exists), books, papers, documents subscriptions, recordings, estimates, price quotations, agreements purchase orders, leases, contracts, commitments, arrangements, notes, daily diaries, superintendent reports, drawings, receipts, vouchers, monthly, quarterly, yearly or other financial statements, accounting records, payroll time sheets, job cost reports, job cost history, margin analysis, written policies and procedures, all Sub-Consultant files (including proposals of successful and unsuccessful Sub-Consultants, contracts, correspondence), original estimates, estimating worksheets, computer records, disks and software, videos, photography, correspondence, change order files (including documentation covering negotiated settlements), constructability or peer reviews, coordination documents, logs and supporting documentation, general ledger entries, insurance information, and any other supporting evidence necessary to substantiate charges related to this contract (all the foregoing hereinafter referred to as "records") shall be open to inspection and subject to audit and/or reproduction, during normal working hours, by Owner's agent or its authorized representative to the extent necessary to adequately permit evaluation and verification of any invoices, payments or claims submitted by the contractor or any of his payees pursuant to the execution of the contract. Such records subject to examination shall also include, but not be limited to, those records necessary to evaluate and verify direct and indirect costs (including overhead allocations), fees, reimbursable services, etc. as they may apply to costs, matters or items associated with this contract.

10.3.2 For the purpose of such audits, inspections, examinations and evaluations, the Owner's agent or authorized representative shall have access to said records from the effective date of this contract, for the duration of the work, and until five (5) years after the date of final payment by Owner to Project Consultant pursuant to this contract. All costs which the Consultant is unable to provide support or documentation to substantiate that it was incurred as represented by the original estimated breakdown of cost or found not to be in compliance with provisions of this contract, shall be reimbursed to the Owner.

10.3.3 Owner's agent or its authorized representative shall have access to the Project Consultant's facilities, shall have access to all necessary records, and shall be provided adequate and appropriate work space, in order to conduct audits in compliance with this article. Owner's agent or its authorized representative shall give auditees reasonable advance notice of intended audits.

10.3.4 Project Consultant shall require all Sub-Consultants and insurance agents, to comply with the provisions of this article by insertion of the requirements hereof in any written contract Agreement. Failure to obtain such written contracts which include such provisions shall be reason to exclude some or all of the related costs from amounts payable to the Project Consultant pursuant to this contract.

10.3.5 If an audit inspection or examination in accordance with this article, discloses overcharges (of any nature) by the Project Consultant to the Owner in excess of $25,000 the actual cost of the Owner's audit shall be paid by the Project Consultant.

10.3.6 **Public Records:** The following provisions are required by Section 119.0701, Florida Statues, and may not be amended. Project Consultant 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, Project Consultant 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 Statues, or as otherwise provided by law. Project Consultant 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 Project Consultant does not transfer the public records to SBBC. Upon completion of the Agreement, Project Consultant shall transfer, at no cost, to SBBC all public records in possession of Project Consultant or keep and maintain public records required by SBBC to perform the services required under the Agreement. If Project Consultant transfer all public records to SBBC upon completion of the Agreement, Project Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Project Consultant keeps and maintains public records upon completion of the Agreement, Project Consultant 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…

Custodian of Public Records
Requel Bell
600 SE 3rd Avenue
Fort Lauderdale, FL 33312
754-321-1925
requel.bell@browardschools.com

10.4 Ownership of Documents

10.4.1 The Schematic Design and Design Development documents developed under this Contract shall become and be the sole property of the Owner whether the Project for which they were developed is executed or not. The Project Consultant may maintain copies thereof for its records and for its future professional endeavors although the Owner shall bear no liability or any responsibility whatsoever for such use of said documents by the Project Consultant. All or part of the Schematic Design and Design Development documents prepared by the Project Consultant for this project may be used as a prototype for other facilities by the Owner. Any reuse of Schematic Design or Design Development documents developed under this Contract by the Owner or others as permitted by the Owner shall be at the sole discretion of the Owner and at the Owner's sole risk.

10.4.2 Provided the Project Consultant has complied with the terms of this Agreement, construction working drawings, specifications and other documents or materials developed after the completion of the design

development phase are and shall remain the property of the Project Consultant whether the Project for which they are made is executed or not.

10.4.3 The Owner shall be permitted to retain copies, including reproducible and electronic media copies, of drawings, specifications and other documents or materials developed after the Design Development Phase for various informational and reference purposes related to management, maintenance and operation of facilities, establishing construction standards, and various other archival functions without limitation and without subsequent notice to the Project Consultant.

10.4.4 The drawings and specifications may be used by the Owner on other projects, or for any other purpose included, but not limited to, for completion of the Project's construction in the event the Project Consultant's services are terminated as per other provisions of this Contract**.**

10.4.5 Submission or distribution to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of the Project Consultant's rights.

10.4.6 In the event of the Project Consultant's termination under other provisions of this Agreement, the Owner shall receive all original documents prepared to the date of termination and shall have the right to use those documents and any reproductions in any way necessary to complete the Project, or for any other purpose.

10.4.7 In the event Owner requests any such documents or materials referred to in this Article and Project Consultant fails to provide same as requested by Owner, then Project Consultant acknowledges that Owner will be irreparably harmed and subject to an injunction to provide same.

10.4.8 The Owner will not modify or distribute the documents, including electronic media versions, to third parties except for those purposes listed above without the expressed permission and consent of the Project Consultant. The Owner will delete any title blocks or other marks identifying the originating Project Consultant from any materials so distributed. The Owner will indemnify the Project Consultant against any claims that result from the modification of data and disks by the Owner.

10.5 Electronic Media

10.5.1 Where this Agreement or referenced provisions in the Contract Documents require the Project Consultant to provide information or documents in either electronic or magnetic media, the preparation and format of that media shall conform to the Owner's Electronic Media Submittal Requirements **(**Attachment 3 to this Agreement**)**.

10.6 Attachments and References

10.6.1 The following named attachments are made an integral part of this Agreement:

.1	Attachment 1:	Project Schedule
.2	Attachment 2:	Project Scope
.3	Attachment 3:	Electronic Media Submittal Requirements
.4	Attachment 4:	Project Consultant’s Invoice Format, Reimbursable and Supplemental Services Format
.5	Attachment 5:	List of Project Team Members
.6	Attachment 6:	Authorization to Proceed (ATP) Form Professional Services Required – page 1 of 3

Project Schedule – page 2 of 3
Professional Fee – page 3 of 3

.7 Attachment 7: Document Submittal Checklist
.8 Attachment 8: Document 00455 – Background Screening
.9 Attachment 9: IRS Form W-9
.10 Attachment 10: Truth in Negotiations Certificate
.11 Attachment 11: ACH Payment Agreement Form
.12 Attachment 12: Conflict of Interest Form

10.6.2 Online Documents: The following documents shall be downloaded by the Project Consultant and are considered as Attachments to this Contract:

Design Standards

http://www.broward.k12.fl.us/facilities_construction/DSS/DS_Docs/DesignStandards.htm

- Design Criteria
- Design and Material Standards - Division 1 thru Division 17
- Document Submittal Checklist for Plan Review

http://www.broward.k12.fl.us/constructioncontracts/D0docs.html

- Specifications – Division 0

State Requirements for Educational Facilities (SREF) latest edition

http://www.fldoe.org/edfacil/sref.asp

- F.I.S.H. layering system for AutoCAD: Note: the laying system is not posted on line. It will need to be requested thru:

Facility Planning and Real Estate
600 SE 3rd Avenue
Fort Lauderdale, FL 33312
754-321-1932

10.7 Extent of Agreement:

10.7.1 This Agreement represents the entire and integrated Agreement between the Owner and the Project Consultant and supersedes all prior negotiations, representations or agreements, written or oral.

10.7.2 This Agreement may not be amended, changed, modified, or otherwise altered in any particular, at any time after the execution hereof, except by resolution of The School Board of Broward County, Florida.

10.7.3 This Agreement is for the benefit of the parties to the Agreement and is not for the benefit of any other parties nor shall it create a contractual relationship with any other party.

10.7.4 This Agreement shall be governed by the laws of the State of Florida Venue of any action arising out of this Agreement shall be in Broward County, Florida. The parties are encouraged to participate in mediation of any dispute before engaging in litigation.

10.8 Strict Performance:

10.8.1 The failure of either party to insist upon or enforce strict performance by the other party of any of the provisions of this Agreement or to exercise any rights under this Agreement shall not be construed as a waiver or relinquishment to any extent of its rights to assert or rely upon any such provisions or rights in that or any other instance.

10.9 Prompt and Satisfactory Correction:

10.9.1 The Owner, at its sole discretion, may direct the Project Consultant, at no additional cost to the Owner, to promptly and satisfactorily correct any services found to be defective or not in compliance with the requirements of this Agreement or the requirements of any governmental authority, law, regulations or ordinances.

10.10 Successors and Assigns:

10.10.1 The performance of this Agreement shall not be delegated or assigned by the Project Consultant without the written consent of the Owner.

10.10.2 The Project Consultant and the Owner each binds one another, their partners, successors, legal representatives and assigns to the other party of this Agreement and to the partners, successors, legal representatives and assigns of such party in respect to all covenants of this Agreement.

10.11 Certification Regarding Debarment, Suspension, Ineligibility or Voluntary Exclusion:

10.11.1 **Lower Tier Covered Transactions:** Executive Order 12549 provides that, to the extent permitted by law, Executive departments and agencies shall participate in a government-wide system for non-procurement debarment and suspension. A person who is debarred or suspended shall be excluded from Federal financial and non-financial assistance and benefits under Federal programs and activities. Except as provided in ß 85.200, Debarment or Suspension, ß 85.201, Treatment of Title IV HEA participation, and ß85.215, Exception provision, debarment or suspension of a participant in a program by one agency shall have government-wide effect. A lower tier covered transaction is, in part, any transaction between a participant [SBBC] and a person other than a procurement contract for goods or services, regardless of type, under a primary covered transaction; and any procurement contract for goods or services between a participant and a person, regardless of type, expected to equal or exceed the Federal procurement small purchase threshold fixed at 10 U.S.C. 2304(g) and 41 U.S.C. 253(g) (currently $100,000) under a primary covered transaction. A participant may rely upon the certification of a prospective participant in a lower tier covered transaction that it and its principals are not debarred, suspended, proposed for debarment under 48 CFR part 9, subpart 9.4, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. Each participant shall require participants in lower tier covered transactions to include the following certification for it and its principals in any proposal submitted in connection with such lower tier covered transactions.

10.11.2 **Certification and Disclosure**

.1 The lower tier participant (Project Consultant) certifies, by entering this Agreement, that neither it nor its principals is presently debarred, suspended, proposed for debarment,

declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

.2 Where the lower tier participant (Project Consultant) is unable to certify to any of the statements in this certification, such participant shall provide an explanation to the Owner.

.3 The Consultant warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant to solicit or secure this Agreement and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Consultant any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this agreement. For the breach or violation of this provision, the Owner shall have the right to terminate the Agreement without liability and, at its discretion, to deduct from the fees due and owing to the Consultant, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration. (Ch. 287.055, F.S.)

10.12 Non-Discrimination, EEO, and ADAAA

10.12.1 **Non-Discrimination -** The School Board of Broward County, Florida prohibits any policy or procedure which results in discrimination on the basis of age, color, disability, gender, national origin, marital status, race, religion or sexual orientation.

10.12.2 **Equal Employment Opportunity (EEO)** - 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 the Executive Director, Benefits & EEO Compliance at 754-321-2150 or Teletype Machine (TTY) 754-321-2158.

10.12.3 **Americans with Disabilities Act Amendments Act of 2008** - Individuals with disabilities requesting accommodations under the Americans with Disabilities Act Amendments Act of 2008, (ADAAA) may call Equal Educational Opportunities (EEO) at 754-321-2150 or Teletype Machine (TTY) 754-321-2158.

10.13 Captions

10.13.1 **Captions –** The captions, section numbers, article 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.

10.14 Authority

10.14.1 **Authority Provision:** 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.

10.15 Notice

10.15.1 **Notice Provision:** When any of the parties desire to give notice to the other, such notice must be in writing, sent by US 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 the 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 the Chief Facilities Officer 600 SE 3rd Avenue Fort Lauderdale, FL 33301 Attn: Leo Bobadilla Chief Facilities Officer
With a Copy to:	Office of Facilities and Construction 2301 NW 26th St Fort Lauderdale, FL 33311 **Attn: Shelley N. Meloni** Director, Pre-Construction Office of Facilities and Construction And Heery International, Owners Representative 2301 NW 26th St Fort Lauderdale, FL 33311 **Attn: Robert Corbin** Program Director/Vice President
To Design Professional:	The Tamara Peacock Company Architects of Florida, Inc. 6500 North Andrew Avenue Fort Lauderdale, FL 33309 **Attn: Tamara Peacock**, President

10.16 Excess Funds

10.16.1 Any party receiving funds paid by The School Board of Broward County, Florida (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.

10.17 Background Screening

10.17.1 **Background Screening**. Project Consultant agrees to comply with all requirements of Sections

1012.32 and 1012.465, Florida Statutes, and that Project Consultant, its agents, subconsultants 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 Project Consultant or its personnel providing any services under the conditions described in the previous sentence. Project Consultant will 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 Project Consultant and its personnel. The Parties agree that the failure of Project Consultant 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.

Project Consultant 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 Project Consultant's failure to comply with the requirement of this Section or Section 1012.32 and Section 1012.465, Florida Statutes in addition to any other indemnification obligations that may be imposed upon Project Consultant pursuant to Article 8 of this Agreement and the laws of Florida.

10.18 Errors and Omissions

10.18.1 The Project Consultant shall be responsible for any errors, inconsistencies or omissions in the drawings, specifications, and other documents. The Project Consultant will correct the drawings and specifications at no additional design cost to the Owner for any and all errors and omissions in the drawings, specifications prepared by the Project Consultant. The Project Consultant further agrees, at no additional cost, to render assistance to the Owner in resolving problems relating to the design or specified materials.

10.18.2 Deductions may be made from the Project Consultant's Basic Services Compensation on account of errors and omissions in the drawings, specifications and other documents prepared by the Project Consultant or in the Project Consultant's performance of its obligations under this Agreement.

ARTICLE 11 INCORPORATION OF RFQ INTO AGREEMENT

11.1 In addition to those Attachments and References identified and made part of this Agreement in Article 10.6.1, the provisions of RFQ No. **18-135C** (the "RFQ") are hereby incorporated into this Agreement. In the event of conflict between the provisions contained in this Agreement and the RFQ, the more stringent provision shall prevail. If this Agreement is silent on an issue that is contained with the RFQ, the provisions of the RFQ shall be followed.

IN WITNESS WHEREOF, The School Board of Broward County, Florida, has caused this Agreement to be executed by the undersigned and the seal of the School Board to be set hereto; and the said Project Consultant has caused this Agreement to be executed by the undersigned and the seal of the Project Consultant set hereto on this day and year first above written.

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

(SEAL)

ATTEST THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Robert W. Runcie, Superintendent of Schools

Nora Rupert, Chair

Approved as to Form and Legal Content:

Office of the General Counsel

WHEN THE PROJECT CONSULTANT IS A CORPORATION OR PROFESSIONAL ASSOCIATION



(Corporate Seal)

(ATTEST)

Tamara Peacock, President

The Tamara Peacock Company Architects of Florida, Inc.
Legal Name of Corporation

Witness or Secretary, (CRISTIN COURTNEY)

Witness, (ANGELA MENAH)

(AA26002064)
Project Consultant's Registration Number

ACKNOWLEDGEMENT

STATE OF FLORIDA
COUNTY OF BROWARD

BEFORE ME this 9TH day of MARCH, 2018, appeared [redacted]

TAMARA PEACOCK personally known to me to be the persons described in and who executed the foregoing contract and acknowledge that he executed the same as his free act and deed for the purposes therein expressed.

WITNESS my hand and official seal in the County and State last official this 9TH day of MARCH, 2018.

Notary Public State of Florida

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA
ROBERT A. MURCHISON
MY COMMISSION # FF 132010
EXPIRES: June 12, 2018
Bonded Thru Budget Notary Services

PROJECT SCHEDULE

Refer to the Project Consultant's Proposal in Attachment "6.a" for the Project Schedule .

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PROJECT SCOPE

Refer to RFQ No. 18-135C Attachment G for the Project Scope .

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Electronic Media Requirements

All Work product for all projects, requires hard copies, electronic copies (PDF) and electronic original copies. The electronic media requirements are as listed below.

ELECTRONIC MEDIA

1.0 General Information

1.1 The School Board of Broward County, Florida contracts with one or more Internet bid advertising and distribution services. The Design Professional shall post the complete bid package to these services upon written notification by the Owner. The posted documents shall be read only documents and the file format shall be PDF.

2.0 Software Requirements

2.1 Word Processing
2.1.1 Provide word processing files in Microsoft Word for Windows compatible file formats including all information necessary for remote printing.

2.2 Spreadsheets
2.2.1 Provide spreadsheet files in Microsoft Excel for windows compatible file formats including all information necessary for remote printing.

2.3 Computer aided Design and Drafting
2.3.1 Provide all CADD files as the latest version of AutoCAD, Window's version.

3.0 CAD Standards

3.1 Standard plotted drawing size: 24 inch x 36 inch or 30 inch x 42 inch sheets.
3.1.1 All sheets within a set shall be the same size unless pre-approved otherwise. (for example survey sheets)

3.2 Design Professional shall provide to the Owner the standard file naming Protocol they will be utilizing.

3.3 CAD File Layering
3.3.1 Conform to the most up to date guidelines defined by the American Institute of Architects (AIA) standard document, "CAD Layer Guidelines."

3.3.2 Provide the required Layering for the Florida Inventory of Schoolhouses (F.I.S.H.) documents

3.3.1.1 The F.I.S.H. layering scheme is not available on-line. It can be requested through:

Facility Planning and Real Estate
600 SE 3rd Avenue, Fort Lauderdale, FL 33312 754-321-1932

3.3.3 Provide a separate list of all layers which do not conform to the standard AIA CAD Layer Guidelines or the FISH layering scheme.

3.4 No custom hatch patterns shall be utilized.

3.5 All symbols and blocks to have descriptive names

4.0 Electronic Media Delivery Requirements

4.1 Transmittals shall include the following
4.1.1 The Project Number, Project Title and date
4.1.2 The Facility Name
4.1.3 The submittal type
4.1.4 The format and version of the software.
4.1.5 An attached Listing of file names with the latest document publish dates

4.2 All electronic media shall contain an attached label which shall identify 4.1.1, 4.1.2, and 4.1.3.

4.3 Document clean-up
4.3.1 Before a CADD file is placed on the delivery electronic digital media, the following procedures shall be performed:

4.3.1.1 Purge all files and remove all extraneous graphics outside the border area.

4.3.1.2 Make sure all reference files are attached without device path

4.3.1.3 All required project files both graphic and nongraphic, shall include color tables, pen tables, font libraries, block libraries, user command files, plot files, etc. All project related blocks must be provided to the Owner as a part of the electronic digital deliverables.

4.3.1.4 Make sure that all support files such as those listed above are in the same directory and that references to those files do not include device Path.

4.4 The following Plot File Development and Project Documentation Information shall be submitted as an enclosure or attachment to the transmittal letter provided with each electronic digital media submittal.

4.4.1 Documentation of the plot files for each drawing which will be needed to be able to allow identical plotting by the Owner at a later date. This documentation shall include the plotter configuration (e.g., name and model of plotter), pen settings, drawing orientation, drawing

size, and any other special instructions.

4.4.2 Instructions concerning how to generate plotted, drawings from the provided plot files.

4.5 Provide all symbols and blocks used in the project in a separate files.

4.6 List of all database/spreadsheet files associated with each drawing, as well as a description and documentation of the database format.

5.0 Ownership: Refer to Agreement for specific Owner and Design Professional's rights.

6.0 Documents for the Construction Contractor:

6.1 The Owner and the Design Professional shall make various electronic information available to the Contractor during the Construction phase of the Project.

7.0 Where electronic media submittals of final site surveys are required: Provide electronic copies of any existing site survey data already on electronic media.

8.0 At the Contractors option, the Design Professional will provide the Contractor one set of AutoCAD (.dwg) electronic file format contract drawings, to be used for as built drawings at the Contractor's option. Note that the Architect's name and information to be removed.

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Design Professionals Invoice Format

The School Board of Broward County, Florida requires submittal of the Design Professional's invoice on the District's standard invoice forms attached to a transmittal form or letter on the Design Professional's company letterhead. Include the information and attachments described below:

1. Letterhead Containing Firm Information
    A. Firm Name
    B. Address
    C. Telephone and FAX Numbers
    D. Consultant's Invoice Reference Number

2. Address Transmittal/Letter to:

    Office of Facilities and Construction
    The School Board of Broward County, Florida
    2301 NW 26th Street
    Fort Lauderdale, FL 33311
    Attention: Name of Project Manager

3. Ensure that Transmittal/Letter references the following information:
    A. Date of submittal.
    B. The Invoice Number for ATP Number (example: Invoice No. 01 for ATP No. 01).
    C. The School Board of Broward County's Purchase Order No.: (Which will be provided by the Facilities Project Manager at the beginning of the project.)
    D. Name of Facility (and Facility Number).
    E. Name of Project
    F. School Board Project Number

4. Ensure attachment of the following documents to the Transmittal/Letter:
    A. Design Professional's Invoice Form
    B. Design Professional's Reimbursable Invoice Form
    C. Copy of signature page (page 3 of 3) of the Design Professional's Authorization to Proceed.

The School Board of Broward County, Florida
Florida Facilities and Construction Management Department
2301 NW 26th Street Fort Lauderdale, FL 33311(754) 321-1500

Design Professional (Name) Date:
Project No: Facility Name: Invoice No:
Project Title: SBBC PO No.
Design Professional's ATP No.
Remit to address: Invoice From:
Project Manager

Original Basic Fee	$
Current basic fee	$

INVOICE TOTALS:

Summary	Current Fee	Previously Billed	This Invoice	Balance
Basic Services	$	$	$	$
Reimbursable	$	$	$	$
Total:	$	$	$	$

BASIC FEE TOTALS:

Period	Fee	Previously Billed		This Invoice		Balance	
From to dates	$	$	%	$	%	$	%
	$	$	%	$	%	$	%
	$	$	%	$	%	$	%
	$	$	%	$	%	$	%
	$	$	%	$	%	$	%
Other Services	$	$	%	$	%	$	%
Total Previously Billed:		$					
Total Amount This Invoice:				$			
Total Balance:						$	

Submitted By: Name: Title: Date: (Signature)	Certified By: Name: Title: Project Manager Date: (Signature)	Recommended By: Name: Title: Date: (Signature)	Approved By: Name: Title: Date: (Signature)

The School Board of Broward County, Florida
Florida Facilities and Construction Management Department
2301 NW 26th Street Fort Lauderdale, FL 33311 (754) 321-1500

Design Professional's Reimbursable Invoice

Project No: Facility Name: Invoice No:
Project Title: SBBC PO No.
Design Professional's: ATP No.
Remit to address: Invoice From:
Project Manager:

Item No.	Date	Reimbursable Item	Amount
		Invoice Total	$

Receipts for each Item must be attached.

Current Contract Amount:	$			
Total This Invoice:		$		
Total Previously Billed:			$	
Total Balance:				$

Submitted By: Name: Title: Date:	Certified By: Name: Title: Project Manager Date:	Recommended By: Name: Title: Date:	Approved By: Name: Title: Date:
(Signature)	(Signature)	(Signature)	(Signature)

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Design and Professional Consulting Staff

Prime Firm: The Tamara Peacock Company Architects of Florida, Inc.

Name	Title	Role	Time Commitment	Florida professional license	Email Address
Tamara Peacock	Principal in Charge	Architect of Record	12%	AR0012126	tamara@tamarapeacock.com
Michael Dodds	Senior Architect	Project Architect	12%		michael@tamarapeacock.com
David Pollio	Project Manager	Project Manager	12%		david@tamarapeacock.com
Brian Price	Project Manager	Project Manager	12%		brian@tamarapeacock.com
Cristin Peacock	Associate	Production	12%		cristin@tamarapeacock.com
Angela Menah	Associate	Production	12%		angie@tamarapeacock.com

Subconsultant: Engineering Consortium, Inc.

Name	Title	Role	Time Commitment	Florida professional license	Email Address
Wayne Williams	Engineer	Project Engineer (MEP)	5%	PE 72319	wayne@eci-engineers.com
Maurice Evan Lord	Engineer	Project Manager (MEP)	5%	PE 72550	mlord@eci-engineers.com

Subconsultant: JB-PE, Inc.

Name	Title	Role	Time Commitment	Florida professional license	Email Address
John Brown	Engineer	Project Engineer (MEP)	5%	PE 30698	johnbrown@gmail.com
Omar Ghanchi	Engineer	Project Manager (MEP)	5%		omar@jb-pe.com

Subconsultant: Rettew Engineering, Co.

Name	Title	Role	Time Commitment	Florida professional license	Email Address
William Rettew	Structural Engineer	Management	2%		bill@rettew.biz

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PSA Attachment 6

The School Board of Broward County, Florida
Office of Facilities & Construction
2301 N.W. 26th Street
Fort Lauderdale, Florida 33311

(754) 321-1500

Consultant's Authorization To Proceed

Project No.:	P.######	Date:	_____ 2017
Location No.:	####		
Project Title:	Name of Project	SBBC P.O. No.:	
		Line No.:	
Facility Name:	NAME OS SCHOOL	Project Manager:	
Project Consultant:	NAME OF VENDOR A/E	Dir. Capital Planning & Programming	

Under the provisions of your contract for professional services, you are hereby authorized to proceed with the following services for the project referenced above.

☐ Schematic Design ☐ Design Development ☐ Construction Documents
☐ Bidding ☐ Construction Contract Administration ☐ Warranty
☐ Other Services: Attached:

This Authorization to Proceed is subject to the following attachments:

Attachments:
☐ Professional Services Required
☐ Project Schedule
☐ Professional Fees
☐ Previous ATP's

The scope of the required services is specified on the Professional Services Required with a Fixed Limit of Construction Cost (FLCC) for this project as indicated below:

Original FLCC	Current Cost Estimate	Revised FLCC by ATP
$##########	$##########	$##########

The services under this Authorization To Proceed (ATP) will be provided under the Professional Services Agreement (PSA) dated _____2017 between The School Board of Broward County, and NAME OF VENDOR ARCHITECT are in accordance with the Proposal for Architectural / Engineering Services from NAME OF ARCHIITECT dated _____ 2017 (Revised _____, 2017 and _____ 2017) – See Attachment 1.

The Basic Services that will be provided by the Project Consultant under this ATP are defined in Articles 2.1 through 2.8 of the PSA.

The Supplemental Services that will be provided by the Project Consultant under this ATP are defined in Article 2.9 of the PSA.

Upon completion of a phase listed on Page 3 of this ATP, the Project Consultant shall not proceed with the next phase until the completion of all documents, required presentations and reports required for the phase being completed, and receipt of a written authorization for the next phase from the Owner, or the Office of Facilities & Construction, or the Program Manager.

PSA Attachment 6

The School Board of Broward County, Florida
Office of Facilities & Construction
2301 N.W. 26th Street
Fort Lauderdale, Florida 33311

(754) 321-1500

Consultant's Authorization To Proceed (Continued)

Project Schedule

Project No. & Location No.: P.######## #####

Project Title: GOB_ NAME OF PROJECT

Facility Name: NAME OF SCHOOL

Project Consultant: NAME OF ARCHITECTURAL VENDOR

The required project schedule milestones for this project are presented below. (Mandatory)

ACTIVITY	Date Required Or Estimated Time Period Start	Finish
Phase I - Scope Validation – 14 Calendar Day	Day 1	Day 14
Phase I - Schematic Design Submittal (30% CDs) – 30 Calendar Days	Day 15	Day 44
Phase I - Plan Review – 7 Calendar Days	Day 45	Day 51
Phase II - Design Development Submittal (60% CDs) – 30 Calendar Days	Day 52	Day 81
Phase II - Plan Review – 14 Calendar Days	Day 82	Day 95
Phase III - 90% CDs Submittal – 30 Calendar Days	Day 96	Day 125
Phase III - 90% CDs Review – 21 Calendar Days	Day 126	Day 146
Phase III - 100% CDs Submittal – 30 Calendar Days	Day 147	Day 176
Phase III - 100% CDs Review – 21 Calendar Days	Day 177	Day 197
Phase III - 100% CDs Bldg Dept Review – 21 Calendar Days	Day 198	Day 218
Plan Revision / Re-Submittal to Bldg Dept – 14 Calendar Days	Day 219	Day 232
Bldg Dept Follow-up Review – 14 Calendar Days	Day 233	Day 246
Plan Approval – 0 Calendar Days (See Note 2)	Day 246	Day 246
Procurement & Award – 90 Calendar Days	Day 247	Day 336
Construction Through Close-out (Contract Administration) – 365 Calendar Days Begins With Approval of GMP (See PSA Article 2.6.1)	Day 337	Day 701
Warranty – 365 Calendar Days	Day 702	Day 1066

Notes:

1. Day 1 = One (1) calendar day after fully executed Authorization To Proceed is issued to the Consultant or a mutually agreed upon start date with SBBC Owner's Representative. Excludes all federal observed holidays.
2. Completion of 100% Construction Documents is when Building Department issues Letter of Intent to Permit.
3. The milestones presented herein are in accordance with the schedule in the Proposal for Architectural / Engineering Services from NAME OF VENDOR ARCHITECT?ENGINEER dated _____ 2017 (Revised _____, 2017 and _____,2017) and the milestones shall be incorporated into the Project Design Schedule prepared by the Project Consultant as required by Article 2.2.5.8 of the PSA.

PSA Attachment 6

The School Board of Broward County, Florida
Office of Facilities & Construction
2301 N.W. 26th Street
Fort Lauderdale, Florida 33311

(754) 321-1500

Consultant's Authorization To Proceed (Continued)

Professional Fees

Project No. & Location No.: P.###### / #####

Project Title: GOB SCOPE NAME

Facility Name: NAME OF SCHOOL

Project Consultant: NAME OF VENDOR A/E

Phase	Original Basic Fee	Fee Authorized by ATP		Fee Previously Paid		Fee Balance	
I – Schematic Design (30% CDs)	$#####.00	$########	100.0%	$0.00	0.0%	$0.00	0.0%
II - Design Development (60% CDs)	$#####.00	$#########	100.0%	$0.00	0.0%	$0.00	0.0%
III – 90% CDs	$#####.00	$#########	100.0%	$0.00	0.0%	$0.00	0.0%
III – 100% CDs	$#####.00	$#########	100.0%	$0.00	0.0%	$0.00	0.0%
IV - Bid Phase (GMP)	$#####.00	$#########	100.0%	$0.00	0.0%	$0.00	0.0%
V – Construction Administration	$#####.00	$#########	100.0%	$0.00	0.0%	$0.00	0.0%
VI - Warranty	$#####.00	$#########	100.0%	$0.00	0.0%	$0.00	0.0%
Allowance – Document Reproduction	$#####.00	$#########	100.0%	$0.00	0.0%	$0.00	0.0%
Allowance – Specific Purpose Survey & GPR	$0.00	$#########	100.0%	$0.00	0.0%	$0.00	0.0%
Allowance - Geotechnical	$0.00	$#########	100.0%	$0.00	0.0%	$0.00	0.0%
Allowance – Non-Destructive / Destructive Testing	$20,000.00	$#########	100.0%	$0.00	0.0%	$0.00	0.0%
Allowance – Pre-Design Testing	$0.00	$0.00	100.0%	$0.00	0.0%	$0.00	0.0%
Supplemental Services	$0.00	$0.00	100.0%				
Total:	$#####.00	$#####.00	100.0%	$0.00	0.0%	$0.00	0.0%

Payment for these services shall be made in accordance with the provisions of the Professional Services Agreement.

Approved By Consultant				**Certified By SBBC**			
Name:				Name: Shelley N. Meloni			
Title:				Title: Director, Pre-Construction			
Signature:		Date:		Signature:		Date:	
Recommended By SBBC				**Approval by SBBC**			
Name:				Name:			
Title: Project Manager / Program Director				Title:			
Signature:	/	Date:		Signature:		Date:	

This document is part of the Professional Services Agreement between The School Board of Broward County, Florida (Owner) and the Project Consultant and is incorporated by reference into the terms and conditions of that agreement.

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THE TAMARA PEACOCK COMPANY

Architects

March 5, 2018

Procurement & Warehousing Services
Broward County Public Schools
7720 W. Oakland Park Blvd.
Sunrise, Florida 33351

RE: Design Professional Services for RFQ# 18-135C with CMAR Delivery:
Nob Hill Elementary, Thurgood Marshall Elementary, Endeavour Primary Learning Center

Dear Ms. Francis:

It is with great pleasure that we submit this proposal for design professional services at Nob Hill Elementary, Thurgood Marshall Elementary and Endeavour Primary Learning Center. We fully acknowledge the scopes of services requested for RFQ # 18-135C.

The scope of services will include:

Nob Hill Elementary:

1. Fire Alarm
2. Fire Sprinklers
3. Electrical Improvements
4. Building Envelope Improvements
5. HVAC Improvements
6. Media Center Improvements

Total Fee for Basic Design Professional Services.....$115,000.00
Reproduction Expenses.....$ 5,000.00
Non-Destructive/Destructive Testing (Including Repairs).....$ 20,000.00
Supplemental Services (Multiplier: 2.84).....$ 15,000.00
Grand Total Fee (Including Allowances).....$155,000.00

Thurgood Marshall Elementary:

1. ADA Restrooms
2. HVAC Improvements
3. Building Envelope Improvements

Total Fee for Basic Design Professional Services.....$ 120,00.00
Reproduction Expenses..... $ 5,000.00
Non-Destructive/Destructive Testing (Including Repairs).....$ 25,000.00
Supplemental Services (Multiplier: 2.84).....$ 20,000.00
Grand Total Fee (Including Allowances).....$170,000.00

6500 N. Andrews Avenue • Fort Lauderdale, Florida 33309
P: 954.728.8000 • F: 954.728.9225 • **www.tamarapeacock.com**

THE TAMARA PEACOCK COMPANY

Architects

Endeavour Primary Learning Center:

1. HVAC Improvements
2. Building Envelope Improvements

Total Fee for Basic Design Professional Services.....$ 70,000.00
Reproduction Expenses.....$ 5,000.00
Non-Destructive/Destructive Testing (Including Repairs).....$ 10,000.00
Supplemental Services (Multiplier: 2.84).....$ 15,000.00
Grand Total Fee (Including Allowances).....$100,000.00

Total Fee for RFQ #18-028C.....$425,000.00
Total Fee for Basic Design Professional Services.....$305,000.00
Reproduction Expenses.....$ 15,000.00
Non-Destructive/Destructive Testing (Including Repairs).....$ 55,000.00
Supplemental Services (Multiplier: 2.84).....$ 50,000.00

M/WBE commitments are as follows:
The Tamara Peacock Company Architects of Florida is a SBBC Certified White Female WBE, and as such, is eligible for 100% Minority/ Women Business Enterprise (M/WBE) Participation.

The Tamara Peacock Company (White Female Business Enterprise).....100%

Attachments:
Fee Breakdown for Basic Design Professional Services
Schedule Breakdown for Design Professional Services
Minority/Woman Business Enterprise Certificate
Fixed Limit of Construction Cost

Again, we appreciate this opportunity and we look forward to the success of the project.
Sincerely

Tamara Peacock, President
The Tamara Peacock Company Architects of Florida

6500 N. Andrews Avenue • Fort Lauderdale, Florida 33309
P: 954.728.8000 • F: 954.728.9225 • **www.tamarapeacock.com**

Bid Number RFQ 18-135C
School NOB HILL ELEMENTARY
Proposer's Company Name THE TAMARA PEACOCK COMPANY ARCHITECTS OF FLORIDA

Fee Breakdown For Basic Design Professional Services

Staff Classification	Hourly Rate ($)	Multiplier	Phase I - Project Validation Report		Phase I - Schematic Design		Phase II - Design Development		Phase III - 50% Construction Documents		Phase III - 90% Construction Documents		Phase III - 100% Construction Documents		Phase IV - Bidding & Award		Phase V - Construction Administration		Phase VI - Warranty	
			Hours	Fees Subtotal ($)	Hours	Fees Subtotal ($)	Hours	Fees Subtotal ($)	Hours	Fees Subtotal ($)	Hours	Fees Subtotal ($)	Hours	Fees Subtotal ($)	Hours	Fees Subtotal ($)	Hours	Fees Subtotal ($)	Hours	Fees Subtotal ($)
Architect				$ 13,800.00		$ 6,900.00		$ 6,900.00		$ 10,350.00		$ 6,900.00		$ 6,900.00		$ 3,450.00		$ 10,350.00		$ 3,450.00
Principal In Charge	$ 50.00	2.84	32.39	$ 4,600.00	16.20	$ 2,300.00	16.20	$ 2,300.00	24.30	$ 3,450.00	16.20	$ 2,300.00	16.20	$ 2,300.00	8.10	$ 1,150.00	24.30	$ 3,450.00	8.10	$ 1,150.00
Project Manager	$ 30.00	2.84	27.00	$ 2,300.00	13.50	$ 1,150.00	13.50	$ 1,150.00	20.25	$ 1,725.00	13.50	$ 1,150.00	13.50	$ 1,150.00	6.75	$ 575.00	20.25	$ 1,725.00	6.75	$ 575.00
Senior Architect	$ 30.00	2.84	33.74	$ 2,875.00	16.87	$ 1,437.50	16.87	$ 1,437.50	25.31	$ 2,156.25	16.87	$ 1,437.50	16.87	$ 1,437.50	8.44	$ 718.75	25.31	$ 2,156.25	8.44	$ 718.75
CADD/Designer	$ 20.00	2.84	50.62	$ 2,875.00	25.31	$ 1,437.50	25.31	$ 1,437.50	37.96	$ 2,156.25	25.31	$ 1,437.50	25.31	$ 1,437.50	12.65	$ 718.75	37.96	$ 2,156.25	12.65	$ 718.75
Specifications	$ 30.00	2.84	13.50	$ 1,150.00	6.75	$ 575.00	6.75	$ 575.00	10.12	$ 862.50	6.75	$ 575.00	6.75	$ 575.00	3.37	$ 287.50	10.12	$ 862.50	3.37	$ 287.50
MEP				$ 6,900.00		$ 3,450.00		$ 3,450.00		$ 5,175.00		$ 3,450.00		$ 3,450.00		$ 1,725.00		$ 5,175.00		$ 1,725.00
HVAC: Engineer	$ 40.00	2.84	20.25	$ 2,300.00	10.12	$ 1,150.00	10.12	$ 1,150.00	15.18	$ 1,725.00	10.12	$ 1,150.00	10.12	$ 1,150.00	5.06	$ 575.00	15.18	$ 1,725.00	5.06	$ 575.00
HVAC: CADD/Designer	$ 20.00	2.84	20.25	$ 1,150.00	10.12	$ 575.00	10.12	$ 575.00	15.18	$ 862.50	10.12	$ 575.00	10.12	$ 575.00	5.06	$ 287.50	15.18	$ 862.50	5.06	$ 287.50
Plumbing / Fire Protection: Engineer	$ 40.00	2.84	10.12	$ 1,150.00	5.06	$ 575.00	5.06	$ 575.00	7.59	$ 862.50	5.06	$ 575.00	5.06	$ 575.00	2.53	$ 287.50	7.59	$ 862.50	2.53	$ 287.50
Electrical: Engineer	$ 40.00	2.84	10.12	$ 1,150.00	5.06	$ 575.00	5.06	$ 575.00	7.59	$ 862.50	5.06	$ 575.00	5.06	$ 575.00	2.53	$ 287.50	7.59	$ 862.50	2.53	$ 287.50
Electrical: CADD/Designer	$ 20.00	2.84	20.25	$ 1,150.00	10.12	$ 575.00	10.12	$ 575.00	15.18	$ 862.50	10.12	$ 575.00	10.12	$ 575.00	5.06	$ 287.50	15.18	$ 862.50	5.06	$ 287.50
Structural				$ 2,300.00		$ 1,150.00		$ 1,150.00		$ 1,725.00		$ 1,150.00		$ 1,150.00		$ 575.00		$ 1,725.00		$ 575.00
Principal In Charge	$ 40.00	2.84	20.25	$ 2,300.00	10.12	$ 1,150.00	10.12	$ 1,150.00	15.18	$ 1,725.00	10.12	$ 1,150.00	10.12	$ 1,150.00	5.06	$ 575.00	15.18	$ 1,725.00	5.06	$ 575.00
Total Hours & Fee (Per Phase)			258.48	$ 23,000.00	129.24	$ 11,500.00	129.24	$ 11,500.00	193.86	$ 17,250.00	129.24	$ 11,500.00	117.00	$ 11,500.00	64.62	$ 5,750.00	193.86	$ 17,250.00	64.62	$ 5,750.00
Percentage of Basic Fee (Per Phase)				20.00%		10.00%		10.00%		15.00%		12.50%		5.00%		7.50%		15.00%		5.00%

Notes:

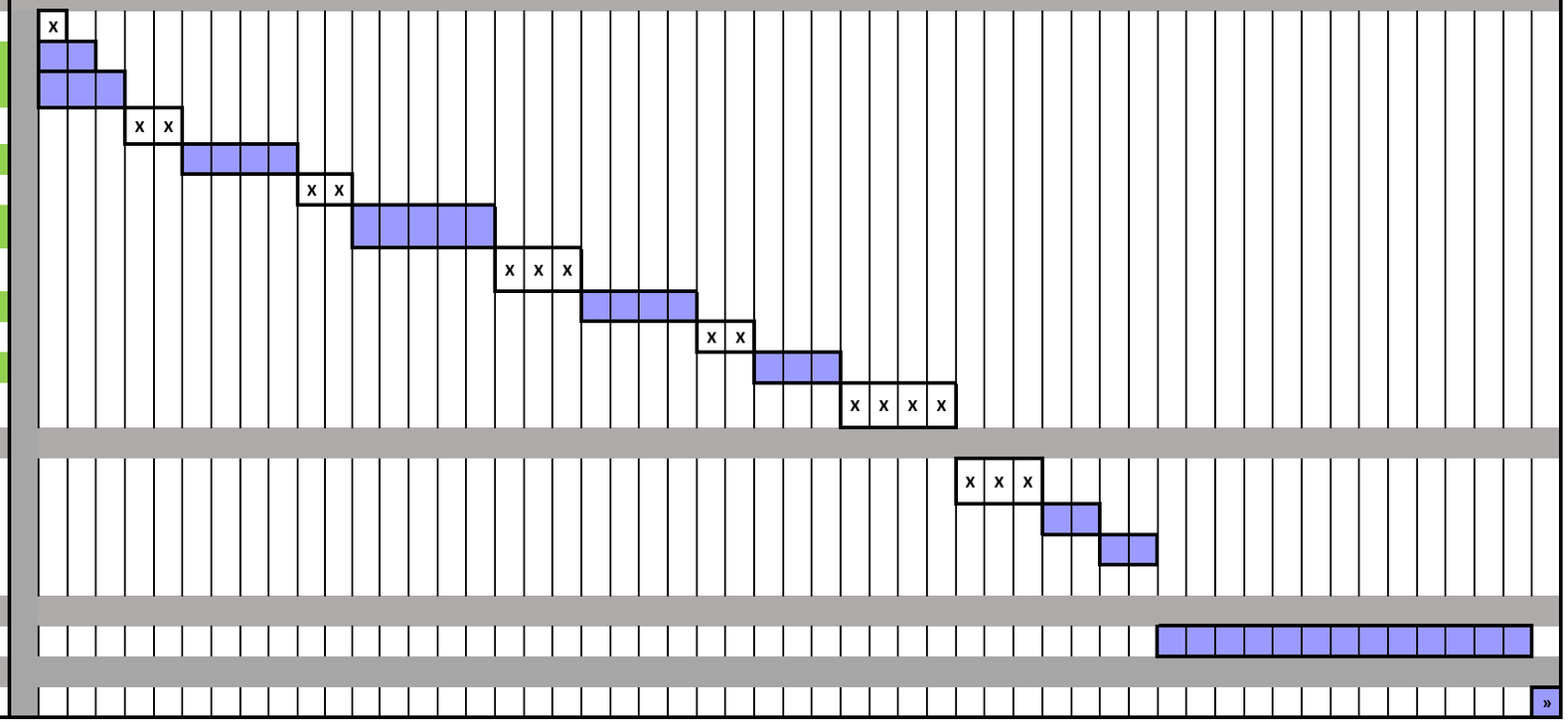
RFQ Total Project Budget	$1,859,000
FLCC Construction Budget	$1,248,651

Total Fee For Basic Design Professional Services	**$ 115,000.00**
Total Hours For Basic Design Professional Services	**1,280.16**
Allowances (No Mark-Up)	
Reproduction Expenses	$ 5,000.00
Non-Destructive/Destructive Testing (Including Repairs)	$ 20,000.00
Site Survey	
Allowances Sub-Total:	$ 25,000.00
Supplemental Services (Multiplier: 2.84)	
Supplemental Services	$ 15,000.00
Supplemental Services Sub-Total:	$ 15,000.00
Grand Total Fee (Including Allowances + Supplemental)	**$ 155,000.00**

Bid Number	RFQ 18-135C
School	NOB HILL ELEMENTARY
Proposer's Company Name	THE TAMARA PEACOCK COMPANY ARCHITECTS OF FLORIDA

Schedule Breakdown For Basic Design Professional Services

Activity / Task	Calendar Days
DESIGN PHASE	
Authorization to Proceed (ATP)	0
Site Visit	14
Scope Validation Report Submittal (note: should be within the 1st 21 days or less of ATP receipt)	21
Review: Scope Validation Report	14
Phase I - Schematic Design Submittal	28
Plan Review: Phase I - Schematic Design	14
Phase II - Design Development Submittal /Phase III - 50% Construction Documents Submittal	35
Plan Review: Phase II - Design Development Submittal /Phase III - 50% Construction Documents	21
Phase III - 90% Construction Documents	28
Plan Review: Phase III - 90% Construction Documents	14
Phase III - 100% Construction Documents Submittal	21
Plan Review: Phase III - 100% Construction Documents	28
PERMITTING	
Building Department Initial Review: Phase III - 100% Construction Documents	21
A/E: Plan Revision / Re-Submittal to Bldg. Dept.	14
Building Department Follow-Up Review	14
Construction Documents Approval	0
PROCUREMENT	
Procurement & Award	90
CONSTRUCTION	
Construction through Closeout	398



Broward County Public Schools
Fixed Limit of Construction Cost (FLCC) for A/E Negotiations Parameters

Nob Hill Elementary School			SMART Program Renov. (RFQ 18-135C)		
SCOPE	**Total Funds**	**Modifications**	**Scope Included**	**RFQ Funds**	**FLCC**
Remodel Restrooms 137A, 137B, 102A, 163D, 205A for American Disability Act (ADA) Compliance	$91,612		NO		
Fire Sprinklers	$10,000		YES	$10,000	$6,717
Fire Alarm	$294,000		YES	$294,000	$197,474
Music Equipment Replacement	$50,000		NO		
School Choice Enhancement	$100,000		NO		
Media Center Improvements	$198,000		YES	$198,000	$132,992
HVAC Improvements	$364,000		YES	$364,000	$244,491
Electrical Improvements	$434,000		YES	$434,000	$291,509
Building Envelope Improvements	$559,000		YES	$559,000	$375,468
Additional Computers to Close Computer Gap	$179,000		NO		
CAT 6 Data Port Upgrade	$13,000		NO		
Technology Infrastructure Upgrade	$34,000		NO		
Wireless Network Upgrade	$78,000		NO		
TOTAL	**$2,404,612**			**$1,859,000**	**$1,248,651**

Bid Number RFQ 18-135C
School THURGOOD MARSHALL ELEMENTARY
Proposer's Company Name THE TAMARA PEACOCK COMPANY ARCHITECTS OF FLORIDA

Fee Breakdown For Basic Design Professional Services

Staff Classification	Hourly Rate ($)	Multiplier	Phase I - Project Validation Report		Phase I - Schematic Design		Phase II - Design Development		Phase III - 50% Construction Documents		Phase III - 90% Construction Documents		Phase III - 100% Construction Documents		Phase IV - Bidding & Award		Phase V - Construction Administration		Phase VI - Warranty	
			Hours	Fees Subtotal ($)	Hours	Fees Subtotal ($)	Hours	Fees Subtotal ($)	Hours	Fees Subtotal ($)	Hours	Fees Subtotal ($)	Hours	Fees Subtotal ($)	Hours	Fees Subtotal ($)	Hours	Fees Subtotal ($)	Hours	Fees Subtotal ($)
Architect				$ 14,400.00		$ 7,200.00		$ 7,200.00		$ 10,800.00		$ 7,200.00		$ 7,200.00		$ 3,600.00		$ 10,800.00		$ 3,600.00
Principal In Charge	$ 50.00	2.84	33.80	$ 4,800.00	16.90	$ 2,400.00	16.90	$ 2,400.00	25.35	$ 3,600.00	16.90	$ 2,400.00	16.90	$ 2,400.00	8.45	$ 1,200.00	25.35	$ 3,600.00	8.45	$ 1,200.00
Project Manager	$ 30.00	2.84	28.17	$ 2,400.00	14.08	$ 1,200.00	14.08	$ 1,200.00	21.13	$ 1,800.00	14.08	$ 1,200.00	14.08	$ 1,200.00	7.04	$ 600.00	21.13	$ 1,800.00	7.04	$ 600.00
Senior Architect	$ 30.00	2.84	35.21	$ 3,000.00	17.61	$ 1,500.00	17.61	$ 1,500.00	26.41	$ 2,250.00	17.61	$ 1,500.00	17.61	$ 1,500.00	8.80	$ 750.00	26.41	$ 2,250.00	8.80	$ 750.00
CADD/Designer	$ 20.00	2.84	52.82	$ 3,000.00	26.41	$ 1,500.00	26.41	$ 1,500.00	39.61	$ 2,250.00	26.41	$ 1,500.00	26.41	$ 1,500.00	13.20	$ 750.00	39.61	$ 2,250.00	13.20	$ 750.00
Specifications	$ 30.00	2.84	14.08	$ 1,200.00	7.04	$ 600.00	7.04	$ 600.00	10.56	$ 900.00	7.04	$ 600.00	7.04	$ 600.00	3.52	$ 300.00	10.56	$ 900.00	3.52	$ 300.00
MEP				$ 7,200.00		$ 3,600.00		$ 3,600.00		$ 5,400.00		$ 3,600.00		$ 3,600.00		$ 1,800.00		$ 5,400.00		$ 1,800.00
HVAC: Engineer	$ 40.00	2.84	21.13	$ 2,400.00	10.56	$ 1,200.00	10.56	$ 1,200.00	15.85	$ 1,800.00	10.56	$ 1,200.00	10.56	$ 1,200.00	5.28	$ 600.00	15.85	$ 1,800.00	5.28	$ 600.00
HVAC: CADD/Designer	$ 20.00	2.84	21.13	$ 1,200.00	10.56	$ 600.00	10.56	$ 600.00	15.85	$ 900.00	10.56	$ 600.00	10.56	$ 600.00	5.28	$ 300.00	15.85	$ 900.00	5.28	$ 300.00
Plumbing / Fire Protection: Engineer	$ 40.00	2.84	10.56	$ 1,200.00	5.28	$ 600.00	5.28	$ 600.00	7.92	$ 900.00	5.28	$ 600.00	5.28	$ 600.00	2.64	$ 300.00	7.92	$ 900.00	2.64	$ 300.00
Electrical: Engineer	$ 40.00	2.84	10.56	$ 1,200.00	5.28	$ 600.00	5.28	$ 600.00	7.92	$ 900.00	5.28	$ 600.00	5.28	$ 600.00	2.64	$ 300.00	7.92	$ 900.00	2.64	$ 300.00
Electrical: CADD/Designer	$ 20.00	2.84	21.13	$ 1,200.00	10.56	$ 600.00	10.56	$ 600.00	15.85	$ 900.00	10.56	$ 600.00	10.56	$ 600.00	5.28	$ 300.00	15.85	$ 900.00	5.28	$ 300.00
Structural				$ 2,400.00		$ 1,200.00		$ 1,200.00		$ 1,800.00		$ 1,200.00		$ 1,200.00		$ 600.00		$ 1,800.00		$ 600.00
Principal In Charge	$ 40.00	2.84	21.13	$ 2,400.00	10.56	$ 1,200.00	10.56	$ 1,200.00	15.85	$ 1,800.00	10.56	$ 1,200.00	10.56	$ 1,200.00	5.28	$ 600.00	15.85	$ 1,800.00	5.28	$ 600.00
Total Hours & Fee (Per Phase)			269.72	$ 24,000.00	134.86	$ 12,000.00	134.86	$ 12,000.00	202.29	$ 18,000.00	134.86	$ 12,000.00	117.00	$ 12,000.00	67.43	$ 6,000.00	202.29	$ 18,000.00	67.43	$ 6,000.00
Percentage of Basic Fee (Per Phase)				20.00%		10.00%		10.00%		15.00%		12.50%		5.00%		7.50%		15.00%		5.00%

Notes:

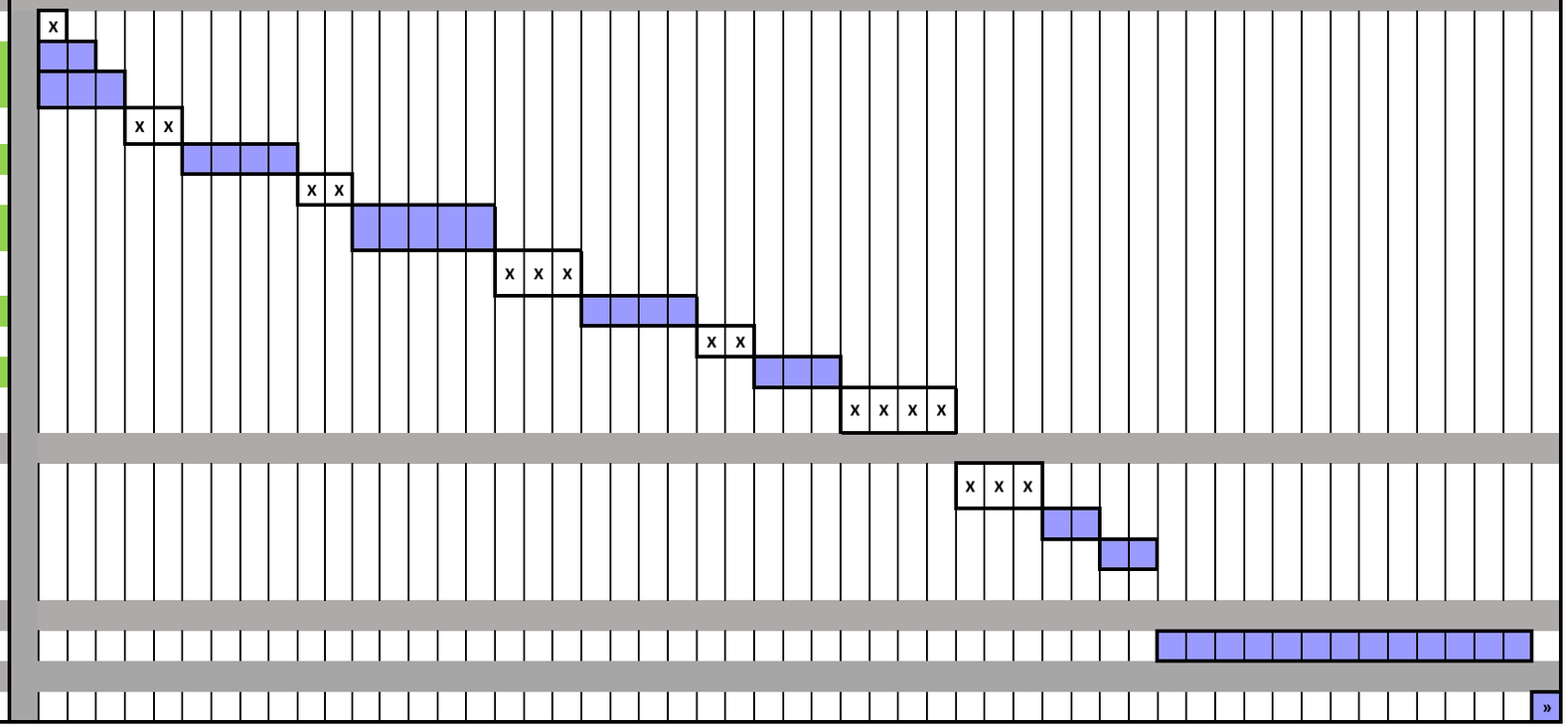
RFQ Total Project Budget	$1,999,736
FLCC Construction Budget	$1,343,180

Total Fee For Basic Design Professional Services	**$ 120,000.00**
Total Hours For Basic Design Professional Services	**1,330.73**
Allowances (No Mark-Up)	
Reproduction Expenses	$ 5,000.00
Non-Destructive/Destructive Testing (Including Repairs)	$ 25,000.00
Site Survey	
Allowances Sub-Total:	$ 30,000.00
Supplemental Services (Multiplier: 2.84)	
Supplemental Services	$ 20,000.00
Supplemental Services Sub-Total:	$ 20,000.00
Grand Total Fee (Including Allowances + Supplemental)	**$ 170,000.00**

Bid Number	RFQ 18-135C
School	THURGOOD MARSHALL ELEMENTARY
Proposer's Company Name	THE TAMARA PEACOCK COMPANY ARCHITECTS OF FLORIDA

Schedule Breakdown For Basic Design Professional Services

Activity / Task	Calendar Days
DESIGN PHASE	
Authorization to Proceed (ATP)	0
Site Visit	14
Scope Validation Report Submittal (note: should be within the 1st 21 days or less of ATP receipt)	21
Review: Scope Validation Report	14
Phase I - Schematic Design Submittal	28
Plan Review: Phase I - Schematic Design	14
Phase II - Design Development Submittal /Phase III - 50% Construction Documents Submittal	35
Plan Review: Phase II - Design Development Submittal /Phase III - 50% Construction Documents	21
Phase III - 90% Construction Documents	28
Plan Review: Phase III - 90% Construction Documents	14
Phase III - 100% Construction Documents Submittal	21
Plan Review: Phase III - 100% Construction Documents	28
PERMITTING	
Building Department Initial Review: Phase III - 100% Construction Documents	21
A/E: Plan Revision / Re-Submittal to Bldg. Dept.	14
Building Department Follow-Up Review	14
Construction Documents Approval	0
PROCUREMENT	
Procurement & Award	90
CONSTRUCTION	
Construction through Closeout	398



Broward County Public Schools
Fixed Limit of Construction Cost (FLCC) for A/E Negotiations Parameters

Thurgood Marshall Elementary School			SMART Program Renov. (RFQ 18-135C)		
SCOPE	**Total Funds**	**Modifications**	**Scope Included**	**RFQ Funds**	**FLCC**
ADA Restrooms	$53,736		YES	$53,736	$36,093
Music Equipment Replacement	$50,000		NO		
School Choice Enhancement	$100,000		NO		
HVAC Improvements	$1,104,000		YES	$1,104,000	$741,533
Building Envelope Improvements	$842,000		YES	$842,000	$565,554
Additional Computers to Close Computer Gap	$100,000		NO		
CAT 6 Data Port Upgrade	$19,000		NO		
Wireless Network Upgrade	$30,000		NO		
TOTAL	**$2,298,736**			**$1,999,736**	**$1,343,180**

Bid Number RFQ 18-135C
School ENDEAVOUR PRIMARY LEARNING CENTER
Proposer's Company Name THE TAMARA PEACOCK COMPANY ARCHITECTS OF FLORIDA

Fee Breakdown For Basic Design Professional Services

Staff Classification	Hourly Rate ($)	Multiplier	Phase I - Project Validation Report		Phase I - Schematic Design		Phase II - Design Development		Phase III - 50% Construction Documents		Phase III - 90% Construction Documents		Phase III - 100% Construction Documents		Phase IV - Bidding & Award		Phase V - Construction Administration		Phase VI - Warranty	
			Hours	Fees Subtotal ($)	Hours	Fees Subtotal ($)	Hours	Fees Subtotal ($)	Hours	Fees Subtotal ($)	Hours	Fees Subtotal ($)	Hours	Fees Subtotal ($)	Hours	Fees Subtotal ($)	Hours	Fees Subtotal ($)	Hours	Fees Subtotal ($)
Architect				$ 8,400.00		$ 4,200.00		$ 4,200.00		$ 6,300.00		$ 4,200.00		$ 4,200.00		$ 2,100.00		$ 6,300.00		$ 2,100.00
Principal In Charge	$ 50.00	2.84	19.72	$ 2,800.00	9.86	$ 1,400.00	9.86	$ 1,400.00	14.79	$ 2,100.00	9.86	$ 1,400.00	9.86	$ 1,400.00	4.93	$ 700.00	14.79	$ 2,100.00	4.93	$ 700.00
Project Manager	$ 30.00	2.84	16.43	$ 1,400.00	8.22	$ 700.00	8.22	$ 700.00	12.32	$ 1,050.00	8.22	$ 700.00	8.22	$ 700.00	4.11	$ 350.00	12.32	$ 1,050.00	4.11	$ 350.00
Senior Architect	$ 30.00	2.84	20.54	$ 1,750.00	10.27	$ 875.00	10.27	$ 875.00	15.40	$ 1,312.50	10.27	$ 875.00	10.27	$ 875.00	5.13	$ 437.50	15.40	$ 1,312.50	5.13	$ 437.50
CADD/Designer	$ 20.00	2.84	30.81	$ 1,750.00	15.40	$ 875.00	15.40	$ 875.00	23.11	$ 1,312.50	15.40	$ 875.00	15.40	$ 875.00	7.70	$ 437.50	23.11	$ 1,312.50	7.70	$ 437.50
Specifications	$ 30.00	2.84	8.22	$ 700.00	4.11	$ 350.00	4.11	$ 350.00	6.16	$ 525.00	4.11	$ 350.00	4.11	$ 350.00	2.05	$ 175.00	6.16	$ 525.00	2.05	$ 175.00
MEP				$ 4,200.00		$ 2,100.00		$ 2,100.00		$ 3,150.00		$ 2,100.00		$ 2,100.00		$ 1,050.00		$ 3,150.00		$ 1,050.00
HVAC: Engineer	$ 40.00	2.84	12.32	$ 1,400.00	6.16	$ 700.00	6.16	$ 700.00	9.24	$ 1,050.00	6.16	$ 700.00	6.16	$ 700.00	3.08	$ 350.00	9.24	$ 1,050.00	3.08	$ 350.00
HVAC: CADD/Designer	$ 20.00	2.84	12.32	$ 700.00	6.16	$ 350.00	6.16	$ 350.00	9.24	$ 525.00	6.16	$ 350.00	6.16	$ 350.00	3.08	$ 175.00	9.24	$ 525.00	3.08	$ 175.00
Plumbing / Fire Protection: Engineer	$ 40.00	2.84	6.16	$ 700.00	3.08	$ 350.00	3.08	$ 350.00	4.62	$ 525.00	3.08	$ 350.00	3.08	$ 350.00	1.54	$ 175.00	4.62	$ 525.00	1.54	$ 175.00
Electrical: Engineer	$ 40.00	2.84	6.16	$ 700.00	3.08	$ 350.00	3.08	$ 350.00	4.62	$ 525.00	3.08	$ 350.00	3.08	$ 350.00	1.54	$ 175.00	4.62	$ 525.00	1.54	$ 175.00
Electrical: CADD/Designer	$ 20.00	2.84	12.32	$ 700.00	6.16	$ 350.00	6.16	$ 350.00	9.24	$ 525.00	6.16	$ 350.00	6.16	$ 350.00	3.08	$ 175.00	9.24	$ 525.00	3.08	$ 175.00
Structural				$ 1,400.00		$ 700.00		$ 700.00		$ 1,050.00		$ 700.00		$ 700.00		$ 350.00		$ 1,050.00		$ 350.00
Principal In Charge	$ 40.00	2.84	12.32	$ 1,400.00	6.16	$ 700.00	6.16	$ 700.00	9.24	$ 1,050.00	6.16	$ 700.00	6.16	$ 700.00	3.08	$ 350.00	9.24	$ 1,050.00	3.08	$ 350.00
Total Hours & Fee (Per Phase)			157.34	$ 14,000.00	78.67	$ 7,000.00	78.67	$ 7,000.00	118.00	$ 10,500.00	78.67	$ 7,000.00	117.00	$ 7,000.00	39.33	$ 3,500.00	118.00	$ 10,500.00	39.33	$ 3,500.00
Percentage of Basic Fee (Per Phase)				20.00%		10.00%		10.00%		15.00%		12.50%		5.00%		7.50%		15.00%		5.00%

Notes:	
RFQ Total Project Budget	$957,000
FLCC Construction Budget	$632,471

Total Fee For Basic Design Professional Services	**$ 70,000.00**
Total Hours For Basic Design Professional Services	**825.01**
Allowances (No Mark-Up)	
Reproduction Expenses	$ 5,000.00
Non-Destructive/Destructive Testing (Including Repairs)	$ 10,000.00
Site Survey	
Allowances Sub-Total:	$ 15,000.00
Supplemental Services (Multiplier: 2.84)	
Supplemental Services	$ 15,000.00
Supplemental Services Sub-Total:	$ 15,000.00
Grand Total Fee (Including Allowances + Supplemental)	**$ 100,000.00**

Bid Number	RFQ 18-135C
School	ENDEAVOUR PRIMARY LEARNING CENTER
Proposer's Company Name	THE TAMARA PEACOCK COMPANY ARCHITECTS OF FLORIDA

Schedule Breakdown For Basic Design Professional Services

Activity / Task	Calendar Days	Weeks 0	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49
DESIGN PHASE																																																			
Authorization to Proceed (ATP)	0		X																																																
Site Visit	14																																																		
Scope Validation Report Submittal (note: should be within the 1st 21 days or less of ATP receipt)	21																																																		
Review: Scope Validation Report	14					X	X																																												
Phase I - Schematic Design Submittal	21																																																	
Plan Review: Phase I - Schematic Design	14										X	X																																						
Phase II - Design Development Submittal /Phase III - 50% Construction Documents Submittal	28																																																	
Plan Review: Phase II - Design Development Submittal /Phase III - 50% Construction Documents	21																X	X	X																																
Phase III - 90% Construction Documents	21																																																	
Plan Review: Phase III - 90% Construction Documents	14																						X	X																										
Phase III - 100% Construction Documents Submittal	14																																																	
Plan Review: Phase III - 100% Construction Documents	28																										X	X	X	X																				
PERMITTING																																																		
Building Department Initial Review: Phase III - 100% Construction Documents	21																														X	X	X																	
A/E: Plan Revision / Re-Submittal to Bldg. Dept.	14																																																	
Building Department Follow-Up Review	14																																																	
Construction Documents Approval	0																																																	
PROCUREMENT																																																		
Procurement & Award	90																																																	
CONSTRUCTION																																																	
Construction through Closeout	365																																																»

Broward County Public Schools

Fixed Limit of Construction Cost (FLCC) for A/E Negotiations Parameters

Endeavour Primary Learning Center			SMART Program Renov. (RFQ 18-135C)		
SCOPE	**Total Funds**	**Modifications**	**Scope Included**	**RFQ Funds**	**FLCC**
Single Point of Entry	$195,000		NO		
Music Equipment Replacement	$50,000		NO		
HVAC Improvements	$358,000		YES	$358,000	$236,598
Building Envelope Improvements	$599,000		YES	$599,000	$395,873
School Choice Enhancement	$100,000		NO		
Additional Computers to Close Computer Gap	$81,000		NO		
Wireless Network Upgrade	$21,000		NO		
TOTAL	**$1,404,000**			**$957,000**	**$632,471**

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

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Patricia Good
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Laurie Rich Levinson
Ann Murray
Dr. Rosalind Osgood

Robert W. Runcie
Superintendent of Schools

August 24, 2017

The Tamara Peacock Company Architects of Florida
Ms. Tamara Peacock
6500 N. Andrews Avenue
Fort Lauderdale, FL 33309

Dear Ms. Peacock:

The School Board of Broward County, Florida (SBBC) adopted a new Supplier Diversity Outreach Program (SDOP) Policy 3330 on January 18, 2017. Managed by Procurement & Warehousing Services Department, Policy 3330 became effective on July 1, 2017 and is designed to:

- Provide increased opportunities for underutilized businesses to do business with SBBC,
- Generate growth among local businesses by providing increased preferences to Small/Minority/Women Business Enterprises (S/M/WBEs), and
- Create jobs and career opportunities for local residents.

In accordance with the new policy, the SBBC has taken the opportunity to designate your company as a **Small Business Enterprise**. The certification expiration date will coincide with your current **Minority/Women Business Enterprise Certification**. There is no action needed on your part. Enclosed is a copy of your updated certificate and congratulatory letter. The additional designation was effective July 1, 2017.

There are numerous *Affirmative Procurement Initiatives (APIs)* in *Policy 3330* that will facilitate fair and equitable distribution of procurement and contracting opportunities to the local and diverse business community. Based on the new SDOP Policy 3330, Section C.2., the *Small Business Enterprise* designation includes the following:

Small Business Enterprise (SBE) *– a corporation, partnership, sole proprietorship, or other legal entity for the purpose of making a profit, which is independently owned and operated by individuals legally residing in, or that are citizens of, the United States or its territories, and which annual revenues and number of employees shall be no greater than fifty percent (50%) of the small business size standards for its industry(ies) as established by the U.S. Small Business Administration, and meets the significant business presence requirements as defined herein.*

A copy of Policy 3330 is available online at www.browardschools.com/sdop. Also, to access Broward Schools' bid opportunities, please register on DemandStar at www.demandStar.com with the following organization: **The School Board of Broward County, FL – Procurement & Warehousing Services.**

If you have any questions, please contact Colleen Robbs, Coordinator, SDOP or me at 754-321-0505.

Sincerely,

Mary C. Coker, Director
Procurement & Warehousing Services

Enclosure

Procurement & Warehousing Services

SUPPLIER DIVERSITY OUTREACH PROGRAM

THIS CERTIFICATE IS AWARDED TO

The Tamara Peacock Company Architects of Florida

FOR HAVING SUCCESSFULLY MET THE PRESCRIBED STANDARDS
SET FORTH BY THE SUPPLIER DIVERSITY OUTREACH PROGRAM OF THE
SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
FOR

CERTIFICATION

Small/Women Business Enterprise (S/WBE)

Non-Minority/Caucasian

ON THIS DAY **February 22, 2016**

Mary Catherine Coker
Director, Procurement & Warehousing Services

Certification #: **3330-00404 94**

Expiration Date: **2/21/2019**

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ATTACHMENT 7

Design & Support Services
DOCUMENT SUBMITTAL CHECKLIST

GO TO:

http://www.broward.k12.fl.us/facilities_construction/Design_Standards/SubmittalDocuments.asp

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The School Board of Broward County, Florida **Attachment 8**
Procurement & Warehousing Services Department
7720 W. Oakland Park Blvd., Suite 323
Sunrise, Florida 33351 **(754) 321-0505**

Document 00455: Background Screening of Contractual Personnel

Project No: RFQ # 13-135C W/ CMAR DELIVERY
Location No:
Project Title: DESIGN PROFESSIONAL SERVICES
Facility Name: NOB HILL ELEMENTARY / THURGOOD MARSHALL ELEMENTARY / ENDEAVOUR PRIMARY LEARNING CENTER

SWORN STATEMENT PURSUANT TO SECTION 1012.465, FLORIDA STATUTES, BACKGROUND SCREENING OF CONTRACTUAL PERSONNEL

Contractor agrees to comply with all requirements of Sections 1012.32 and 1012.465, Florida Statutes, and that Contractor 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 Contractor or its personnel providing any services under the conditions described in the previous sentence. Contractor will 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 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 immediately with no further responsibilities or duties 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 in Contractor s failure to comply with the requirements of this section or Sections 1012.32 and 1012.465, Florida Statutes.

Bidder agrees to indemnify and hold harmless Owner, its officers and employees from any liability in the form of physical or mental injury, death or property damage resulting from Bidder's failure to comply with the requirement of this Section or Section 1012.32 and Section 1012.465, Florida Statutes in addition to any other indemnification obligations that may be imposed upon Bidder pursuant to SBBC Indemnification requirements as revised and the laws of Florida.

(To be signed in the presence of a notary public or other officer authorized to administer oaths.)

STATE OF FLORIDA
COUNTY OF BROWARD

Before me, the undersigned authority, personally appeared

TAMARA PEACOCK

who, being by me first duly sworn, made the following statement:

1. Contractor Name: THE TAMARA PEACOCK COMPANY ARCHITECTS OF FLORIDA

   Address: 6500 N. ANDREWS AVE, FT. LAUDERDALE

2. My relationship to the Contractor named in (1) above is: PRESIDENT
   (List relationship such as sole proprietor, partner, president, vice president, etc.)

3. Federal Employer Identification Number (FEIN) (or if entity has no FEIN, the social security number of the person signing this sworn statement) 27-1688215

TO BE COMPLETED AT THE TIME OF SUBMISSION OF POST-AWARD DOCUMENTS INDICATED IN DOCUMENT 00200. COMPLIANCE WITH SECTION 1012.465, FLORIDA STATUTES IS REQUIRED PRIOR TO ISSUANCE OF DOCUMENT 00550, NOTICE TO PROCEED.

☒ The above-named Contractor presently complies fully with the requirements set forth in Section 1012.465, Florida Statutes to the extent that all contractual personnel to be employed under the terms of this bid HAVE met Level 2 Screening requirements set forth in Section 1012.32, Florida Statutes.

BY: TM Peacock **DATE:** 3/9/18

NAME (Printed) TAMARA PEACOCK **TITLE:** PRESIDENT

Notarization

State of: FLORIDA)
County of: BROWARD)

Sworn to and subscribed before me, the undersigned authority, by TAMARA PEACOCK

who is personally known to me **or did produce:**

an identification and who did take an oath.

Notary Public: Robert Murchison **Affix Seal**

Commission Expires on: 6/12/18

ROBERT A. MURCHISON
MY COMMISSION # FF 132010
EXPIRES: June 12, 2018
Bonded Thru Budget Notary Services

School Board of Broward County – Contractors & Vendors

Those who need to request entry badges to the Broward School Board Facilities need to go to http://www.broward.k12.fl.us/police/secclear.html and follow the instructions for Fieldprint registration and scheduling process.

Before processing your documentation you need to have a signed contract or Purchase Order and a Vendor number; to obtain a Vendor number please call (754) 321-2374.

All vendors and contractors must provide the necessary information as soon as possible to Fieldprint. These documents can be found by selecting "Click Here for Forms and Other Necessary Information" hyperlink.

If you have any questions, please call Security Clearance Department at 754-321-2374.

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PSA Attachment 9

See attached Department of Treasury Internal Revenue Service Form W-9.

Attachment 9

Form **W-9**
(Rev. December 2014)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
TAMARA PEACOCK

2 Business name/disregarded entity name, if different from above
THE TAMARA PEACOCK COMPANY ARCHITECTS OF FLORIDA

3 Check appropriate box for federal tax classification; check only **one** of the following seven boxes:
☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☒ S Corporation ☐ Partnership ☐ Trust/estate
☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶
Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.
☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
Exempt payee code (if any)
Exemption from FATCA reporting code (if any)
(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.)
6500 N ANDREWS AVE

Requester's name and address (optional)

6 City, state, and ZIP code
FT. LAUDERDALE FL 33309

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number
[ ][ ][ ] - [ ][ ] - [ ][ ][ ][ ]

or

Employer identification number
2 7 - 1 6 8 8 2 1 5

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here | **Signature of U.S. person ▶** TM Peacock | **Date ▶** 3/9/18

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at *www.irs.gov/fw9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States:

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,

2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code* on page 3 and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships* above.

What is FATCA reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code* on page 3 and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account, list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note. ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C Corporation, or S Corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box in line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box in line 3.

Limited Liability Company (LLC). If the name on line 1 is an LLC treated as a partnership for U.S. federal tax purposes, check the "Limited Liability Company" box and enter "P" in the space provided. If the LLC has filed Form 8832 or 2553 to be taxed as a corporation, check the "Limited Liability Company" box and in the space provided enter "C" for C corporation or "S" for S corporation. If it is a single-member LLC that is a disregarded entity, do not check the "Limited Liability Company" box; instead check the first box in line 3 "Individual/sole proprietor or single-member LLC."

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space in line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)

2—The United States or any of its agencies or instrumentalities

3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

4—A foreign government or any of its political subdivisions, agencies, or instrumentalities

5—A corporation

6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession

7—A futures commission merchant registered with the Commodity Futures Trading Commission

8—A real estate investment trust

9—An entity registered at all times during the tax year under the Investment Company Act of 1940

10—A common trust fund operated by a bank under section 584(a)

11—A financial institution

12—A middleman known in the investment community as a nominee or custodian

13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over $600 required to be reported and direct sales over $5,000[1]	Generally, exempt payees 1 through 5[2]
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note. You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on this page), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at *www.ssa.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/businesses* and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: *A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.*

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, or 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code* earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account[1]
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor[2]
4. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee[1] The actual owner[1]
5. Sole proprietorship or disregarded entity owned by an individual	The owner[3]
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	**Give name and EIN of:**
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity[4]
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

[4] List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 2.

***Note.** Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to *phishing@irs.gov.* You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: *spam@uce.gov* or contact them at *www.ftc.gov/idtheft* or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

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The School Board of Broward County, Florida

Professional Services Agreement

ATTACHMENT 10

Truth in Negotiations Certification

The format for the truth-in-negotiations certification is presented below. The consultant must complete this attachment prior to contract processing:

(Firm's Letterhead)

PROJECT NAME: DESIGN PROFESSIONAL SERVICES FOR RFQ# 18-135C WITH CMAR DELIVERY: NOB HILL ELEMENTARY, THURGOOD MARSHALL ELEMENTARY, & ENDEAVOUR PRIMARY LEARNING CENTER

AMOUNT OF CONTRACT: $425,000.00

CERTIFICATE OF TRUTH IN NEGOTIATION

This is to certify that to the best of my knowledge and belief, all wage rates and other factual unit costs supporting the compensation negotiated for the referenced contract are accurate, complete, and current at the time of contracting as defined in Florida Statutes CH287.055 (5) (a) and represented to The School Board of Broward County, Florida or their representative(s) in support of:

PROJECT NAME (S) NOB HILL ELEMENTARY, THURGOOD MARSHALL ELEMENTARY, & ENDEAVOUR PRIMARY LEARNING CENTER

Are accurate, complete and current as of

(Day), (Month) (Year)

15, MARCH 2018

FIRM: (Name exactly as listed on contract)
THE TAMARA PEACOCK COMPANY ARCHITECTS OF FLORIDA

PRESIDENT: TAMARA PEACOCK

By: Tm Peacock

Reference: Florida Statutes 287.055

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The School Board of Broward County, Florida
ACH Payment Agreement Form (ACH CREDITS)

VENDOR NAME: THE TAMARA PEACOCK COMPANY ARCHITECTS OF FLORIDA, INC.

Authorization Agreement

I (we) hereby authorize The School Board of Broward County to initiate automatic deposits (credits) to my account at the financial institution named below. Additionally, I authorize The School Board of Broward County to make the necessary debit entries/adjustments in the event that a credit entry is made in error.

Further, I agree not to hold **The School Board of Broward County** responsible for any delay or loss of funds due to incorrect or incomplete information supplied by me or by my financial institution or due to an error on the part of my financial institution in depositing funds to my account.

This agreement will remain in effect until **The School Board of Broward County** receives written notification of cancellation from me or my financial institution and that the origination of ACH transactions to my (our) account must comply with the provisions of U.S. law.

Account Information

Name of Bank or Financial Institution: WELLS FARGO

Branch/ State: FORT LAUDERDALE - CYPRESS CREEK, FLORIDA

Routing No: 063107513

Account No: 5921189667 — Checking ☒ Savings ☐

VENDOR AREA:

Remittance Confirmation: (please select one) tamara@TAMARAPEACOCK.COM — Fax ☐ Email ☒

Federal Identification No. Vendor 27-1688215 — TAX ID# ☒ SS# ☐

Update Purchase Order Fax & Email Address

Centralized Fax Number (954) 728-9225 **Dept.** _____

Centralized Email TAMARA@TAMARAPEACOCK.COM **Dept.** _____

Centralized Phone No. (954) 728-8000 **Dept.** _____

Signature

Authorized Signature (Primary) and Business title: JM Peacock PRESIDENT **Date:** 3/9/18

Authorized Signature (Joint) and Business title: _____ **Date:** _____

Please attach a VOIDED check to verify bank details and routing number.

This form must be returned to: SBBC – Purchasing – Data Strategy Group
7720 W. Oakland Park Blvd, Sunrise FL 33351 call: 754-321-0516 or fax # 754-321-0533

For Use by DATA STRATEGY GROUP

Vendor Account# _____ Date Entered _____ Initials: _____

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The School Board of Broward County, Florida

RFQ # and NAME DESIGN PROFESSIONAL SERVICES FOR RFQ#18-135C W/ CMAR DELIVERY

DISCLOSURE OF POTENTIAL CONFLICT OF INTEREST AND CONFLICTING EMPLOYMENT OR CONTRACTUAL RELATIONSHIP

In accordance with the RFQ, each Proposer must disclose, in its RFQ, the names of any employees who are employed by Proposer who are also an employee of SBBC. Persons identified below may have obligations and restrictions applicable to them under Chapter 112, Florida Statutes.

Name of Proposer's Employee	SBBC Title or Position of Proposer's Employee	SBBC Department/ School of Proposer's Employee

Check one of the following and sign:

☒ I hereby affirm that there are no known persons employed by Proposer who are also an employee of SBBC.

☐ I hereby affirm that all known persons who are employed by Proposer, who are also an employee of SBBC, have been identified above.

Signature

THE TAMARA PEACOCK COMPANY ARCHITECTS OF FLORIDA
Company Name

TAMARA PEACOCK
Name of Official

6500 N ANDREWS
Business Address

FORT LAUDERDALE, FL 33309
City, State, Zip Code

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Pdf only/ No hard copy on file

Click here for supporting docs

Status: ORIGINAL

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

2021-04-20	Regular School Board Meeting
CATEGORY:	JJ. Capital Program
DEPARTMENT:	Capital Program

Agenda Item Number:	JJ-5.
Consent or Open Item:	Open
Special Order:	NO
Time for Special Order:	

TITLE: **First Amendment to PSA - Nob Hill ES**

REQUESTED ACTION: **Approve this First Amendment to the Professional Services Agreement with The Tamara Peacock Company Architects of Florida, Inc., dated April 20, 2021, in the amount of $9,692, Nob Hill Elementary School, Project No. P.002112, SMART Program Renovations, RFQ 18-135C.**

STRATEGIC ALIGNMENT

Which strategic initiative(s) best aligns to this item?

Facilities & Asset Management

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.

Staff intends to evaluate the success of this item based on the following criteria: time, cost and quality.

BACKGROUND, SUMMARY EXPLANATION, AND HISTORY OF ITEM

Was this item previously presented to the School Board? **YES**

Purpose of the Amendment: See Executive Summary (Exhibit 1).

This Amendment has been reviewed and approved as to form and legal content by the Office of the General Counsel.

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Broward Co

RELATED ITEMS

JJ-3 - 04/10/18

EXHIBITS

Executive Summary
First Amendment to PSA
Collaboration Form

DEPENDENCIES:

Outline critical dependencies that are associated with successful implementation of this item/initiative.

1. Legal to ensure Amendment adheres to District standard as to form and legal content.
2. Procurement, Consultant and Project Manager collaboration to ensure that scope changes aligns with project directives.

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?	$9,692

SOURCE OF FUNDS: This project has been appropriated in the Adopted District Educational Facilities Plan (September 1, 2020). There is no current impact to the project budget. There is a potential future impact to the project budget.

Spending Authority

Is additional spend authority required for this item?	YES
If YES, How much additional spending authority is necessary to implement this item?	$9,692

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: Shelley N. Meloni, PreConst Phone: 754-321-1515

Name: Kathleen Langan, AECOM Phone: 754-321-4850

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Senior Leader & Title

Frank Girardi, Executive Director, Office of Facilities & Construction

Signature

Frank Girardi

Electronic Signature

Form $4189 Revised 1/20

RWR/JSM

Approved in Open Board Meeting On: APR 2 0 2021

By: Rosalind Osgood

School Board Chair

FIRST AMENDMENT
TO
PROFESSIONAL SERVICES AGREEMENT

BETWEEN
THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA AND PROJECT CONSULTANT FOR ARCHITECTURAL/ENGINEERING SERVICES

This First Amendment to the Professional Services Agreement ("Agreement") between The School Board of Broward County, Florida (hereinafter referred to as "School Board" or "Owner") and The Tamara Peacock Company Architects of Florida, Inc. (hereinafter referred to as "Project Consultant") for architectural/engineering services dated the 20th day of April, 2018, is entered into this 20th day of April, 2021 by and between the Owner and the Project Consultant.

For the Project known as: **Nob Hill Elementary School**
Project No. P.002112
SMART Program Renovations

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Broward County Schools

WHEREAS, the Owner and Project Consultant acknowledge and agree that the Agreement between Owner and Project Consultant dated the 10th day of April, 2018, is in full force and effect as revised by this First Amendment; and

WHEREAS, upon completion of the design phase of Nob Hill Elementary School, the construction cost estimate exceeded the $2,000,000 cap permissible under the Continuing Contract - Construction Manager at Risk agreement (CC-CMAR), thereby making the delivery of the project via the CC-CMAR agreement impermissible; and

WHEREAS, after exceeding the $2,000,000 cap, the CC-CMAR agreement for Nob Hill Elementary School was terminated without cause: and

WHEREAS, after evaluation of available, alternative delivery options for the Project, it was determined that traditional lump-sum bid procurements (Hard Bid) would result in the lowest construction costs and be in the best interest of the Owner; and

WHEREAS, this First Amendment modifies the duties and obligations of the Project Consultant under the existing CMAR PSA to those of a Traditional Design/Bid/Build (Hard Bid) PSA *Nob Hill Elementary School only*; and

WHEREAS, the Owner and Project Consultant acknowledge and agree that the Agreement remains in full force and effect as revised by this First Amendment dated 20th day of April, 2021; and

WHEREAS, Roofing Interim Protocol was introduced by the District which resulted in a new roofing addendum to remove roofing scope of work of Building 2; and

WHEREAS, the Owner's Program Manager, AECOM, Inc. and District staff have successfully negotiated and hereby recommend such additional fees as set forth herein above and below.

NOW, THEREFORE, in exchange for the mutual covenants and promises set forth herein and the sums of money agreed to be paid by the Project Consultant to the Owner, the parties agree as follows:

The recitals contained herein are true and correct and are incorporated herein by reference.

1. **Revised Terms.**

   a. Scope of Services. The Project Consultant shall perform all work identified in the Design/Bid/Build PSA attached hereto as **Exhibit "A."** The Design/Bid/Build PSA replaces the CMAR PSA in its entirety *with respect to Nob Hill Elementary School only*. Specific changes to the existing CMAR PSA to incorporate requirements of the Design/Bid/Build PSA *with respect to Nob Hill Elementary School only* are indicated in attached **Exhibit "B"** as either ~~stricken text~~ (deleted text) or **bold underlined text** (added text).

   b. Fees. The parties mutually agree that the conversion of the CMAR PSA to a Traditional Design/Bid/Build PSA shall be performed in exchange for the payment of $9,692.

	Original Amount	Description	First Amendment Amount	Revised Amount
Basic Fees	$115,000	Conversion PSA-CMAR to PSA-DBB	**$9,692**	**$124,692**
Reproduction Allowances	$5,000	N/A	**$0**	**$5,000**
Allowances	$20,000	N/A	**$0**	**$20,000**
Supplemental Services	$15,000	N/A	**$0**	**$15,000**
Total	**$155,000**	---	**$9,692**	**$164,692**

2. **Other Provisions Remain in Force.** All other terms and conditions of the Contract shall remain in full force and effect. Except as expressly provided herein and as may have been previously amended, all other portions of the Agreement remain in full force and effect.

3. **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.

Authority: Each person signing this First Amendment on behalf of either party 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 it to bind and obligate such party with respect to all provisions contained in this First Amendment.

IN WITNESS WHEREOF, the parties hereto have caused this First Amendment to be executed and their Corporate Seal affixed by and through their proper offices, thereunto duly authorized on this day and year first above written.

(Corporate Seal)

FOR OWNER

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

By _____
Dr. Rosalind Osgood, Chair

ATTEST:

_____
Robert W. Runcie, Superintendent of Schools

Approved as to Form and Legal Content:

_____
Office of the General Counsel

(Remainder of page intentionally left blank)

FOR PROJECT CONSULTANT

(Corporate Seal)

The Tamara Peacock Company Architects of Florida, Inc.

ATTEST:

CRISTIN PEACOCK, Secretary

Tamara Peacock
President

-or-

_____

_____, Witness

_____

_____, Witness

AA26002064
Project Consultant's
Registration Number

STATE OF FLORIDA)
)
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me, by means of ☑ physical presence or ☐ online notarization, this 16TH day of MARCH, 2021 by **Tamara Peacock** of **The Tamara Peacock Company Architects of Florida, Inc.** on behalf of the corporation or agency.

He/she is personally known to me or produced _____ as Identification and did/did not first take an oath.

My commission expires:

(SEAL)

ROBERT A MURCHISON
Commission # GG 221779
Expires June 12, 2022
Bonded Thru Budget Notary Services

Robert Murchison
Signature, Notary Public

ROBERT MURCHISON
Printed Name of Notary

EXHIBIT A to 1st Amendment

NOB HILL ELEMENTARY SCHOOL P.002112

CLEAN VERSION PSA-Hard Bid



PROFESSIONAL SERVICES AGREEMENT

BETWEEN

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

AND

PROJECT CONSULTANT

FOR

ARCHITECTURAL/ENGINEERING SERVICES

THIS AGREEMENT, made this, 10th day of April in the year 2018, by and between **THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA,** hereinafter called the "**Owner**", and:
THE TAMARA PEACOCK COMPANY ARCHITECTS OF FLORIDA, INC.
hereafter called the "**Project Consultant**" for the following project:

Facility: Nob Hill Elementary
Site No.: 2671
Project Name: SMART Program Renovations
Project No: P.002112

The Owner and Project Consultant agree as follows:

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Broward County Schools

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ATTACHMENTS:

Attachment 1: Project Schedule (one per project)
Attachment 2: Project Scope
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Attachment 10: Truth in Negotiations Certificate
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Attachment 12: Conflict of Interest Form

ARTICLE 1 DEFINITIONS

1.1 **The Office of Facilities & Construction ("Office" or "OFC"):** The Owner's organizational entity which acts as liaison between the Consultant and Owner and provides day to day management and other professional services on the Owner's behalf. Various members of the Office of Facilities and Construction, acting as representatives of the Owner, will meet with the Project Consultant at periodic intervals throughout the preparation of the Contract Documents to assess the progress of the Work in accordance with approved schedules. Office personnel will also examine documents submitted by the Project Consultant, including invoices, and will promptly render decisions and/or recommendations pertaining thereto to avoid unreasonable delay in the progress of the Project Consultant's work. The Project Manager shall be principally responsible for direct communication to the Project Consultant and the Contractor.

1.2 **The Chief Facilities & Construction Officer, Office of Facilities & Construction** - An employee of The School Board of Broward County, Florida, who has the authority and responsibility for oversight and management of the specific project for the Owner. Referred to hereinafter as the Chief Facilities & Construction Officer.

1.3 **Authorization to Proceed:** A fully executed and approved authorization in the form of Attachment 6 to this Agreement, Authorization to Proceed ("ATP") accompanied by an executed purchase order document issued by the Owner to the Project Consultant, authorizing the performance of specific professional services, authorizing commencement of a Phase as defined in Article 2.1 through Article 2.8, and stating the time for completion and the amount of fee authorized for such services.

1.4 **Basic Services**: Those architectural, engineering and other professional design services defined in Article 2.1 through Article 2.8.

1.5 **Supplemental Services**: Those architectural, engineering and other professional design services defined in Article 2.9.

1.6 **Project Consultant:** The individual, partnership, corporation, association, joint venture, or any combination thereof, of professional architects, engineers or other design professionals properly registered and licensed in Florida, who has entered into a contract with the Owner to provide professional services for development of the design and contract documents for the Work of this Project and provide construction contract administration and warranty services as described in the Project Manual and under this Agreement.

1.7 **Project Scope**: The activities necessary to respond to the Owner's requirements for the Project, including but not limited to the full or partial range of design, bidding and construction support services required to meet the Owner's educational program, construction standards, project construction support requirements, Project Budget and Project Schedule.

1.8 **Project Budget**: The sum, established by the Owner, as available for the entire Project, including but not limited to the construction budget (Fixed Limit of Construction Cost ("FLCC")), land costs, costs of furniture, fixtures and equipment (FF&E), financing costs, compensation for all professional services, costs of Owner-furnished goods and services, contingency allowances and other similar established or estimated costs.

1.9 **Project Schedule**: The Owner's requirements for the progress of design and construction activities associated with the Project characterized by milestones signifying the required completion dates for design phases, construction progress, and other significant project events culminating with the completion of the project, issuance of warranties, Owner's occupancy and use of the new or improved facilities.

1.10 **The Contract Documents:** The Contract Documents as used herein refer to the Agreement Form, Addenda, Supplementary Conditions, General Conditions, Documents contained in the Project Manual, the Owner's Division 0 and Division 1 documents, Drawings, Specifications, Education Specifications, all modifications thereto, issued before and after execution of the Contract and all Exhibits attached thereto used by the Owner to establish a construction contract with the Contractor. These Contract Documents, and their requirements for the Project Consultant are incorporated by reference into this Agreement.

1.11 **Contractor:** The individual, partnership, corporation, association, joint venture, or any combination thereof, who has entered into a contract with the Owner for construction of schools, administrative and support buildings, or various other types of facilities and incidents thereto.

1.12 **Program Manager:** An entity hired by the School Board of Broward County to execute the delivery of the projects and act as the Owner's Representative.

1.13 **Project Manager**: An employee or designated representative of The School Board of Broward County, Florida, who is assigned by the Chief Facilities and Construction Officer to manage the Project as a direct representative of the Owner.

1.14 **The Project:** The design of new construction, remodeling and/or renovation, and all services and incidents thereto, comprising a structure, structures, facility or facilities as contemplated and budgeted by the Owner.

1.15 **Sub-Consultant:** A person or organization of professional architects, engineers or other design professionals, registered and licensed in Florida, who has entered into an Agreement with the Project Consultant to provide professional services for the project.

1.16 **Superintendent Of Schools:** The duly appointed executive officer of the Owner authorized to act by and through The School Board of Broward County, Florida. Referred to hereinafter as the Superintendent.

1.17 **Fixed Limit of Construction Cost:** The Fixed Limit of Construction Cost, referred to hereinafter as the FLCC, is the total dollar value of the sum of the project's anticipated base bid.

1.18 **Building Code Inspector and Plans Examiners (BCI):** Employees of The School Board of Broward County, Florida, and others designated by the Chief Building Official, who are certified by Florida Statutes 468, 633 and 553 a BCI by the Florida Department of Education to provide plan review, inspections for code compliance and report non-compliant work to the appropriate party.

1.19 **Value Engineering:** Value Engineering (VE) is the creative, organized process of analysis of a project as to cost and/or performance with a focus on analysis of the proposed facility (and its systems, assemblies or components) and the elimination or modification of those features which add cost without contributing to that facility's required function or design value.

1.20 **Constructability:** Constructability is the creative, organized process of reviewing a project's drawings, specifications and other project documentation with a goal of eliminating design, detailing, and specification problems which might render the construction contract documents unbuildable or requiring extensive Addenda or Change Orders to make them buildable.

1.21 **The Project Team**- The Owner, Program Manager, and the Project Consultant, collectively the "Project Team", shall work jointly during the design and through the completion of the warranty phase and shall be available thereafter should additional services be required.

1.22 **Substantial Completion:** The term Substantial Completion as used herein, shall mean that point at which

the Work, or a designated portion thereof, is at a level of completion in substantial compliance with the Contract Documents such that the Owner or its designee can enjoy use or occupancy and can use or operate it in all respects for its intended purpose. In the event the Work includes more than one Phase, the Owner, at its discretion, may set Substantial Completion dates for each Phase and may impose provisions for liquidated damages for each Phase.

1.23 **Chief Building Official, Inspections and Code Compliance:** ("CBO") An employee of The School Board of Broward County, Florida, who has the responsibility for oversight and management of the Building Department, and has the authority and responsibility for issuing Building Permits.

1.24 **Code:** The term Code means: all applicable codes, laws and regulations of each governmental entity, as may be amended from time to time, in effect at the time of execution of this Agreement, including all codes and standards referenced therein, including, but not limited to:, the latest edition of the Florida Building Code (the "FBC"), the latest edition of the Florida Fire Prevention Code, Chapter 1013, applicable Florida Statutes , Rule 14-15.002, F.A.C. Chapter 6A-2.0111, the latest edition of the State Requirements for Educational Facilities the latest edition of Americans With Disabilities Act (ADA), Crime Prevention Through Environmental Design (CPTED), and all other applicable guidelines, rules and regulations

1.25 **Design Criteria:** Owner design requirements for all architectural and engineering disciplines.

1.26 Office of Educational Facilities (OEF): Florida Department of Education's office responsible for State Requirements for Educational Facilities (SREF).

ARTICLE 2 PROJECT CONSULTANT SERVICES AND RESPONSIBILITIES

2.1 Basic Services

2.1.1 The Project Consultant agrees to:

.1 Provide complete professional architectural, engineering and/or other professional design services set forth in the six Phases enumerated hereinafter and all necessary personnel, equipment and materials to perform such services;

.2 Complete those design services in accordance with the Project Schedule (Attachment 1 to this Agreement).

.3 Collaborate and provide expertise in Value Engineering at the end of Phases I (Project Validation and 30% Design Documents), Constructability Reviews at the end of Phases III (50%, 90% and 100% Construction Documents), and provide Statement of Probable Construction Cost at end of each phase, SIT Award Application and other additional basic services as provided in Article 2.1 through Article 2.8.

2.1.2 Standard Of Care: The Owner's engagement of the Project Consultant is based upon the Project Consultant's representations to the Owner that:

.1 It is an organization of experienced design professionals, registered and licensed to do business in Florida;

.2 It is qualified, willing and able to perform architect and engineer of record services for the Project; and that

.3 It has the past experience and ability to provide design and engineering services for projects of similar size and scope which will meet the Owner's objectives and requirements.

2.1.3 As to all services provided pursuant to this Agreement, the Project Consultant shall furnish services by experienced personnel and under the supervision of experienced professionals licensed in Florida, and shall exercise a degree of care and diligence in the performance of these services in accordance with the customary professional standards currently practiced by firms in Florida and in compliance with any and all applicable codes, laws, ordinances, etc. The Project Consultant shall utilize the same personnel over the course of the Work and shall, if requested by the Owner, replace personnel whom the Owner has found to be incompetent or to whom the Owner otherwise reasonably objects.

2.1.4 As to any and all drawings, plans, specifications or other contract documents or materials provided or prepared by Project Consultant or its Sub-Consultants, the Project Consultant agrees same:

.1 Are sufficiently complete, accurate, and adequate for bidding, negotiating and constructing the Project and are consistent with the Owner's requirements and Owner approved Project Budget and Project Schedule;

.2 Meet the Owner's aesthetic, functional and operational objectives;

.3 Are sufficiently fit and proper for the purposes intended;

.4 Comply with all applicable laws, statutes, rules and regulations, building codes and Owner's guidelines or regulations, which apply to and govern the Project, and

.5 Will, if constructed in accordance with the Project Consultant's Design, result in a complete and properly functioning facility. Any defective drawings, specifications or other document furnished by Project Consultant shall be promptly corrected by the Project Consultant at no cost to Owner, without limitations to other remedies or rights of Owner. Owner's approval, acceptance or use of or payment for all or any part of Project Consultant's services hereunder or of the project itself shall in no way alter the Project Consultant's obligations or Owner's rights hereunder.

.6 Further, any approval of drawings or construction documents by Owner and/or other governmental entities having jurisdiction which do not expressly comment and/or interpret a building code requirement shall not relieve the Project Consultant from its obligations to furnish design services pursuant to the applicable building codes nor be the basis for a waiver defense should Owner accept and/or approve any drawings and/or contract documents wherein an error or omission is not discovered during the design process.

2.1.5 All professional design services and associated products or instruments of those services provided by the Project Consultant shall:

.1 Be in accordance with all applicable codes, laws, rules and regulations of each governmental entity, as may be amended from time to time, in effect at the time of execution of this Agreement, including all codes and standards referenced therein, including, but not limited to: the latest edition of the Florida Building Code (the "FBC"), the latest edition of the Florida Fire Prevention Code, Chapter 1013, Florida Statutes, the State Requirements for Educational Facilities ("SREF"), Crime Prevention Through Environmental Design (CPTED), and all other applicable guidelines, rules and regulations

.2 Be provided for the benefit of the Owner and not for the benefit of any other party; and

.3 Include all of the design services normally required for a project of this type as listed in the Project Scope (Attachment 2 to this Agreement).

.4 Notwithstanding any other provisions of this Agreement to the contrary, any substantially affected person may appeal any building code dispute or interpretation of the Chief Building Official of the School Board of Broward County, Florida to the Florida Building Commission as set forth in section 1013.37, Florida Statutes and the FBC, as amended.

2.1.6 The Project Manager shall schedule and conduct a bi-weekly project review meeting with representatives of the Project Consultant throughout Phases I through IV of the Project. At each of these meetings, the Project Consultant and Owner shall review the Project's budget, schedule, and scope along with the Project Consultant's development and progress to date on the respective phases of the Project and any special problems related to the continuing progress of the project. The Project Consultant shall attend weekly meetings during Phase V (Construction) as required elsewhere in this Agreement. For each project review meeting, and as may be otherwise appropriate during any project phase, the Project Consultant shall provide progress sketches and other documents sufficient to illustrate progress and the issues at hand for the Owner's review, which will be made so as to cause no delay to the Project Schedule.

2.1.7 The Project Consultant's services shall conform to Owner's specifications, including but not limited to, Owner's Design and Materials Standards Manuals, Design Criteria, Educational Specifications, Document Submittal Checklist for Plan Review and Owner's Forms for capital projects, provided, however, that in the event of conflict, the provisions of this Agreement shall govern.

.1 **Non-Conforming Work:** If the Owner (by way of BCI's or other Owner personnel or consultant) observes or otherwise becomes aware of any fault or defective Work in a project, or other non-conformance with the Contract Documents during the construction phases, the Owner or Program Manager shall give prompt notice thereof to the Project Consultant. However, whether the Owner observes a defect or not, it is the Project Consultant's duty and responsibility to determine whether said Work is defective, faulty, or not in compliance with the Contract Documents. If the Project Consultant determines that the Work is defective, faulty or not in conformance with the Contract Documents, the Project Consultant shall advise the Owner in writing and make recommendations to the Owner concerning correction of the Work. The Owner may then require the Contractor to undertake such corrections as allowed by the Contract Documents. Final determination of whether the Work is defective, faulty or in compliance with the Contract Documents is to be determined by the Owner.

.2 **Penalty for Non-Conforming Design Documents:** Should the Project Consultant submit drawings, plans, specifications or other documents or materials for review as required herein that are deemed unacceptable as defined by the terms "Revise and Resubmit" by the plan review authority (Building Department, Design Services Department, Peer Plan Review Consultant), the costs, as solely determined by the Owner, for all subsequent reviews after the second review for that Phase shall be borne by the Project Consultant and the Owner will deduct such costs from the Project Consultant's Basic Services Fee.

2.1.8 The Project Consultant shall keep the Owner informed of any proposed changes in requirements or in construction materials, systems or equipment as the drawings and specifications are developed. Proposed changes must be reviewed by the Owner and approved in writing by Owner prior to incorporation into the design or construction documents.

2.1.9 The Project Consultant shall coordinate with Owner by participating and taking a leadership role in, reviewing and commenting on Constructability and Value Engineering studies performed by Owner, and attending meetings, where the content of design and construction contract documents will be coordinated and reconciled, scheduled during any phase of the project. In the event Owner accepts recommendations from Value Engineering and Constructability studies, the Project Consultant shall implement same, including providing revised drawings and specifications or other documents. In the event the Owner accepts such a recommendation from the Constructability and/or Value Engineering studies and requires substantial revisions by the Project Consultant, as determined at the discretion of the Owner, these revisions shall be considered Supplemental Services.

2.1.10 **Approval of Documents**: Owner's approval of or comments on any of the documents submitted to Owner by Project Consultant shall not be deemed the approval of or by another governmental authority having jurisdiction over the project and Project Consultant acknowledges that the aforesaid authorities may require modifications of any of the documents submitted by Project Consultant. Subject to Article 2, such modifications shall be made at no cost to Owner.

2.1.11 **Removal of Unapproved Items:** The Project Consultant shall, without additional compensation, modify the Construction Documents as necessary to remove scope items that are:

.1 Not identified in the original Project Scope as set forth in Attachment 2;

.2 Not identified in the Owner-approved Scope Validation Report (the "SVR"); or

.3 Not required by Code in relation to the original Project Scope or SVR

2.2 PHASE I – Design Documents – 30% Submittal (Owner Review):

2.2.1 **Project Kickoff** - The Project Consultant shall confer with representatives of the Owner to verify project scope of work and or confirm the Program (as appropriate to the type of project), consisting of a detailed listing of all functions and spaces together with the square footage of each assignable space, gross square footage, and a description of the relationships between and among the principal programmatic elements. (If the project needs are so unique that a special analysis of the requirements is necessary to establish a more detailed program, such services may be authorized as Supplemental Services).

2.2.2 **Site Visit** - The Project Consultant shall, prior to commencing Phase I Project Validation activities, receive a fully approved and executed ATP and Purchase order (See 5.2.3), visit and inspect the site to verify if existing conditions conform to those outlined in the scope of work that have been provided by the Owner:

.1 Take photographs and make written documentation, sketches, notes or reports to confirm and record the general condition and age of the existing equipment and site with particular attention to the following building/site elements as appropriate to the Project:

.1 All above ceiling areas.

.2 Power supplies, switch gear, breaker panels, electrical room, electrical vault, transformers and mechanical room.

.3 Major components of existing HVAC systems including chillers, cooling towers, air handling units, and primary ductwork runs.

.4 Roofing, waterproofing and building envelope systems.

.5 Site drainage systems and water retention characteristics.

.6 Determine age and condition of fixed equipment.

.7 Life safety, fire alarms, public address, generators and emergency lighting.

.8 ADA requirements.

.2 Site investigations and inspections and access to concealed areas should be non-destructive except where destructive investigations, tests or means of access are authorized in advance by the Owner.

2.2.3 In the event that the Project Consultant believes that the project scope, schedule or budget is not achievable, the Project Consultant shall immediately notify the Owner in writing as to the reasons one or all of them are unreasonable or not achievable immediately upon discovery.

2.2.4 The Project Consultant shall review with Owner alternative approaches to design and construction of the project; site use and improvements; selections of materials, building systems and equipment; potential construction methods; and, if requested, shall make a recommendation among such alternatives.

2.2.5 The Project Consultant, at the end of each design phase, shall submit a completed Plan Review and Document Submittal Checklist to the Owner, adhering to all requirements as set forth in the Checklist and per this agreement.

2.2.6 **Project Validation** – The Project Consultant shall, prior to commencing Phase I 30% Design Documents, prepare, submit and present to Owner for approval a **Project Scope and Budget Validation Report**, based on the FBC and SREF requirements for the Design Documents and Schematic Design Studies, including an identification of any special requirement(s) affecting the Project, a Project Development Schedule, and a Statement of Probable Construction Cost, as defined below:

.1 A hardcopy and electronic media copy of a site survey with the following information: the legal description of the site, acreage, points of the compass, contours, overall dimensions, vegetation, trees, hardscape elements, adjacent highways and roads, information about ownership and use of adjacent land, locations of on- and off-site utility connections, utility service point entry locations, parking areas, service areas, play areas, athletic fields, bus loop(s), parent drop off, existing buildings with height, mechanical cooling towers and chillers, floor elevations (related to base flood elevation as shown on Flood Insurance Rate Maps), and use. The site survey will be an update of informational surveys provided by the Owner but shall be prepared on electronic media and submitted in both hard and electronic media formats. (Attachment 3 to the Agreement).

.2 A Preliminary Project Description comprised of a narrative discussion of preliminary material selections, components, assemblies, and systems (including proposed landscape, civil, structural, mechanical, and electrical design elements, components and systems) to be used in the project. Coordinate points of service and preliminary service requirements with Florida Power and Light (FPL), telephone, cable TV, water, sewer, storm drainage and other utility services as required by the Project's scope and program. Format Preliminary Project Descriptions to match that specified by the latest edition of the Construction Specification's Institute's "Manual of Practice".

.3 Mechanical Requirements Specific to Remodeling and Addition Projects: Provide a listing of capacities for existing HVAC equipment and the available tonnage for the new connected load. Provide a survey of the condition of the existing mechanical equipment.

.4 Electrical Requirements Specific to Remodeling and Addition Projects: Provide an electrical load analysis for the existing facility for existing and new loads. Provide a survey of the condition of the existing electrical equipment and the communication equipment room.

.5 **A Project Design Schedule:** The Project Consultant shall follow the design schedule as agreed upon during negotiations. Refer to project schedule included in the Project Consultant's attached Proposal. Such schedule shall show activities including but not limited to Project Consultant efforts and Owner reviews and approvals required to complete services. As a condition of payment, Project Consultant will submit with each invoice a copy of the approved schedule showing progress (indicated by percentage complete) as of the invoice cutoff date and a forecast of when each phase of Project Consultant's work will be complete. No subsequent payment shall be made if Project Consultant has not obtained approval of his work schedule, the schedule is not updated, or a forecast is not submitted with each invoice (provided that Owner conducts its review promptly and does not withhold its approval unreasonably). The project development schedules shall set forth in detail the following:

.1 Include all activities required to complete the design phase of the project.

.2 Prepare in a bar chart format, or other format as required by the Owner, which may be further developed and updated for submittal during subsequent phases of the Basic Services.

.3 The Project Consultant shall not be permitted to deviate from the milestones indicated on the Project Schedule without specific written authorization from the Owner (Attachment 1 of this Agreement).

.6 **The Statement of Probable Construction Cost**: The Consultant shall submit to Owner for review and approval a Project Validation phase estimate of probable construction cost, itemized by major categories and projected to the expected time of bid.

.7 Five (5) copies of a Project Scope and Budget Validation Report which will be utilized to communicate the scope of services and shall include: Reduced as-built and existing facility construction/design drawings (Site and building plans, elevations, sections, sketch perspectives and miscellaneous diagramming), photographs of massing and building models, a facilities list (including the number of spaces, net/gross square footages, etc.), the Project Development Schedule, and a summary design statement indicating the general design intent, conceptual development, and preliminary material, assembly and system selections. Provide brochure with heavy stock covers and plastic comb or metal spiral binding. Additional copies of the **Project Scope and Budget Validation Report** if required by the Owner will be compensated as a reimbursable service approved in advance by the Owner.

2.2.7 **Design Documents 30% Submittal:** After receiving approval from Owner and based on the approved Project Scope and Budget Validation report and any adjustments authorized by Owner in the Project Scope, Project Schedule or Project Budget, the Consultant shall prepare, submit and present for review and approval by the Owner, Phase I 30% Design Documents, based on the SREF requirements for schematic drawings. In addition to SREF requirements and information required by the Owner's document submittal checklist for phase I, the documents shall include the following:

.1 A site plan showing acreage, points of the compass, scale, contours and general topographical conditions, flood plain elevation and velocity zone, over-all dimensions, adjacent highways, roads, off-site improvements, emergency access, fire hydrants, power transmission lines, ownership and use of adjacent land, walks and paths, vehicle and bike parking areas, accessibility for the disabled,

service areas, play areas, athletic fields, bus loop(s), parent drop off, existing buildings and use, location of proposed building(s) and future additions, portable classrooms and other relocatable or temporary structures, community use buildings, phased construction, preliminary soil borings. A statement shall be included on the site plan identifying the FEMA flood plain and velocity zone in which the project is located. The statement shall be signed and dated by the Project Consultant.

.2 Evidence, as jointly developed with the Owner, showing that required environmental studies have been completed and sensitive site areas have been identified as required by Florida Law or the Owner or any governmental entity having jurisdiction over the project site.

.3 Provide a project manual, plans and drawings consistent with the Plan Review and Document Submittal Checklist requirements for Phase I Design Documents: 30% Submittal.

.4 Provide elevations and sections of the building to fully illustrate and indicate the mass and character of the facility including fenestration, openings, walkways, preliminary material selections, and other building features and spatial relationships.

.5 Life Cycle Cost Analysis (LCCA) shall be submitted together with plans for review and approval with Phase I/II documents. Office of Educational Facilities' Life Cycle Cost Guidelines for materials and Buildings for Florida's Public Educational Facilities. OEF LCCA – 1 Life Cycle Cost Analysis form shall be used.

.6 **The Statement of Probable Construction Cost**: The Consultant shall submit to Owner for review and Owner's approval a 30% Design phase estimate of probable construction cost, itemized by major categories and projected to the expected time of bid.

.7 The Project Consultant shall coordinate with the assistance of the Owner to determine the municipal, county and other jurisdictional agency (such as the South Florida Water Management District, etc.) coordination required for the Project and, make applications for site plan and other review as appropriate to this phase of the project. The Project Consultant shall attend and provide representation at all review meetings, workshops, hearings and Commission/Council meetings concerning the project as conducted by any and all other agencies having jurisdiction over the project.

.8 The Project Consultant shall submit five (5) copies of all full-size documents required under this Phase, and a completed document submittal checklist, without additional charge, for review and approval by the Owner. The Project Consultant shall not proceed with the next Phase until the completion of all required presentations and reports and receipt of a written Authorization to Proceed with the next phase.

.9 The Project Consultant shall provide presentations of the Schematic Design to the Owner's staff, Design Review Committee and to The School Board of Broward County, Florida, as applicable to CRA projects (New Construction).

2.3 Phase II – Design Development:

Phase II requirements in relation to the State of Florida Department of Education and School Board of Broward County Building Department, shall be included as part of the Phase III 50% Construction Document submission. All Phase II requirements included in this agreement shall not be submitted as an independent submittal, and shall have no percentage of total fee associated with the development or progress of Phase II requirements.

2.4 Phase III - Construction Documents Development (Owner/Building Department Review:

2.4.1 After receiving approval from Owner and based on the approved Phase I 30% Design Documents and any adjustments in the scope or quality of the project or in the Fixed Limit of Construction Cost authorized by Owner, the Project Consultant shall prepare for approval by Owner and the Florida Department of Education, and in accordance with SREF requirements and the Owner's formats, Final Construction Documents setting forth in detail the requirements for the construction of the Project. The Project Consultant is responsible for the full compliance of the design with all applicable codes.

2.4.2 Provide a project manual, plans and drawings consistent with the Plan Review and Document Submittal Checklist requirements for Phase III Construction Documents: 50% Submittal.

2.4.3 **50% Construction Documents Submittal:** The Project Consultant shall make a 50% Construction Documents submittal, for review and approval by the Owner, which shall include five (5) sets of the following:

.1 Updated Florida Energy Efficiency Code for Building Construction (FEEC) compliance forms. Submit five (5) copies signed and sealed by a State of Florida registered design professional with 50% Contract Documents submittal.

.2 **Preliminary calculations:** Provide preliminary calculations for structural, mechanical and electrical systems.

.3 **Drawings:** These documents shall be 50% construction drawings corresponding to the educational specifications and program requirements illustrating the general scope, scale, and relationship of project components. In addition to Phase I requirements, SREF requirements, and information required by the Owner's document submittal checklist for Phase III 50%, the documents shall include the following (as appropriate to the project):

.1 Site Plan(s) and detailing which, in addition to the Phase I requirements, indicate:

.1 Spot elevations, based on the civil grading plan, for the perimeter of the new additions, sidewalk, or any other areas pertinent to the drainage of rainwater.

.2 Location of storm water service for new additions roof drainage.

.3 Parking lot lighting poles location and type.

.4 Final location for manholes, handholes, pull boxes.

.5 Layout of underground distribution systems (normal power emergency power, fire alarm, master clock, intercommunication, television, telephone, security, control and spares).

.6 Locations of all site improvements, playground and athletic equipment, street furniture, planters and other features.

.7 Details of all curbing, typical parking spaces (regular and handicap accessible), handicap ramps, bus loop(s), parent drop-off, directional signage, site lighting, flagpole and fence foundations, and any other site conditions pertinent to the scope of work.

.8 Plans of new playcourts, tennis courts, tracks, event pads and other pertinent athletic, physical education or recreational areas provided with court markings and detailing for basketball goals, volleyball sleeves, tennis nets, and other playcourt equipment or accessories.

.2 A plan to delineate staging areas, site barriers and other area designations to control and separate students, faculty, staff and the public from construction activities and traffic.

.3 Landscape plans and detail including a plant list clearly noted and cross referenced, details for shrub and tree plantings, identification of plants and trees to remain, be removed or relocated, and other necessary documentation.

.4 Irrigation plans and details delineating the entire area of the project, and addressing necessary connections, alteration, repair or replacement of any existing irrigation systems.

.5 **Full floor plans including:**

.1 All dimensions and any cross references explaining the extent of Work, wall types, or other component, assembly or direction regarding the Construction.

.2 Note all chases and delineate all rainwater leaders.

.3 Show structural tie columns and coordinate with the floor plan.

.4 Cross referenced interior elevations.

.5 Delineate and note all built-in cabinetry or equipment.

.6 Identify room (F.I.S.H.) and door numbers with all doors having individual numbers.

.6 **Demolition Plans:** Indicate required demolition activities. as follows:

.1 Provide separate demolition plan(s) and other drawings (elevations, sections, etc.) as necessary if the scope of work includes demolition which is too excessive to indicate drawings depicting new construction.

.2 Indicate notes on the extent of the demolition: address dimensions at locations where partial walls are being removed or altered, existing room names and numbers, existing partitions, equipment, plumbing, HVAC or electrical elements.

.3 Include notes dealing with protection of existing areas as a result of demolition.

.4 Delineate any modifications to existing buildings involving structural elements within the structural documents rather than on the architectural.

.7 Building elevations developed further than at Phase II and including delineation of building joints (including dimensionally located stucco control joints), material locations, elevation heights, and other building features.

.8 Building and wall sections to establish vertical controls and construction types for the Project. Include clear graphics, and notes on construction assemblies and systems to be used,

dimensions, heights. Provide associated detailing to delineate solutions for difficult connections. Specify details for any fire walls to be constructed.

.9 Reflected ceiling plans indicating ceiling types, heights, light fixture types, mechanical diffuser locations, and sprinkler heads if area is sprinklered. Delineate and detail any dropped soffits or joint conditions between different materials. Ensure coordination with architectural, electrical, mechanical and plumbing disciplines and work of any applicable Sub-Consultants.

.10 **Roof plans:**

.1 Indicating all roof penetrations, including drains, scuppers, mechanical exhaust fans, any other equipment on the roof, slopes of roof with elevations shown, type of roofing system to be used, expansion joints, typical parapet and flashing details.

.2 Dimensions to locate the items noted previously, and cross references shown.

.11 Large scale building details as appropriate to this level of document development and as required to establish vertical controls for the Project. Include clear graphics, and notes on construction assemblies and systems to be used, dimensions, heights. Provide associated detailing to delineate solutions for difficult connections.

.12 Interior elevations of all classroom designs including cross references of cabinetry details, dimensions and heights, notes indicating type of equipment (and whether equipment is in or out of contract), wall materials, finishes, and classroom equipment and accessories.

.13 Details of casework as necessary to appropriately delineate custom or pre-manufactured casework. Provide appropriate schedules referencing manufacturer's numbers or catalogs, finishes, hardware and other construction characteristics.

.14 **Details of the following:**

.1 Door jamb, head and sill conditions.

.2 Wall and partition types.

.3 Window head, sill and jamb conditions, and anchorage methods shown, in lieu of referencing to manufacturer's standards.

.4 Interior signage to include classroom and building identification, emergency exiting and equipment signs, and any other items pertinent to the identification of the project. Coordinate with electrical discipline.

.5 Interior or exterior expansion control connections.

.6 Any other specialized items necessary to clearly express the intent of the project design.

.15 Room finish and door schedules coordinated with the floor plans, developed beyond Phase II.

.16 Structural foundation and framing plans, with associated diagrams, schedules, notes, detailing and section drawings completed sufficiently to communicate the design intent and coordination with other disciplines.

.17 **Mechanical Drawings:**

.1 Provide double line duct work layout and HVAC equipment layout drawings with related diagrams and schematic diagrams, schedules, notes, detailing and section drawings completed sufficiently to communicate the design intent and coordination with other disciplines.

.2 Provide plumbing equipment and fixture layout drawings with related diagrams, schedules, notes, detailing and section drawings completed sufficiently to communicate the design intent and coordination with other disciplines.

.3 Provide 1/2 inch scale plans, elevations and sections of the mechanical rooms showing service clearance, room openings, nominal equipment size, ceiling height, duct clearance between bottom of joist and top of ceiling and any ceiling mounted lighting fixtures, electrical equipment or other building assembly or component, etc.

.18 **Electrical:** Provide drawings for the following systems:

.1 Lighting including circuiting and luminaire identification and switching. Also provide illuminance computer printout for all indoor typical indoor spaces and parking lots.

.2 Convenience outlets and circuiting, special outlets and circuiting, television outlets, and power systems and equipment. Provide riser diagrams for all electrical systems including master clock, intercom, fire alarm, ITV, computer networking/telephone. Also, provide for emergency and normal power distribution. Provide luminaire schedule.

.3 Panel schedule may be in preliminary form but circuitry must be included.

.4 Applicable installation details.

.5 General legend and list of abbreviations.
.6 Voltage drop computation for all main feeders.

.7 Short circuit analysis

.8 Provide 1/2" scale floor plan and wall elevations for all electrical rooms.

.9 Indicate surge protector for main switchboard and electrical panels.

.4 **Progress specifications:**

.1 Provide preliminary Project Manual including front end documents. Completion of fill-in items in Bidding documents and other "Division 0" documents is not required.

.2 Provide a preliminary Division 1 based upon the standard documents provided by the Owner, and edited by the Project Consultant after consultation with the Owner to establish project specific requirements.

.3 Include progress set of all other Sections in Divisions 2-17 with each section developed to demonstrate to the Owner an understanding of the project and an appropriate level of developmental progress comparable to that of the drawings.

.4 Specification sections shall be organized to follow the Construction Specification Institute's (CSI) current edition of MasterFormat with each section developed to include CSI's standard 3-part section and page formats with full paragraph numbering.

.5 An updated Project Design Schedule, reflecting continued Project development and illustrating anticipated schedules for all subsequent project activities including permitting and submittal coordination with all agencies having jurisdiction on the Project. Format updated schedule as a Bar Chart (Gantt Chart) type schedule with milestones.

.6 Colorboards illustrating color selections, finishes, textures and aesthetic qualities for all finish materials for final review and approval by the Owner and to establish a final pallet of material selections for development of subsequent specifications, schedules and other requirements for incorporation into the Contract Documents.

.7 A letter from the Project Consultant and each of the major technical disciplines and any necessary Sub-Consultants or explaining how each previous comment concerning the project has been addressed and/or corrected.

2.4.4 90% Construction Documents Submittal (Owner Review):

.1 Upon receipt of written approval of the Phase III 50% Construction Documents, the Project Consultant shall proceed with the rest of Phase III Construction Documents.

.2 Upon 90% completion of the Construction Documents, the Project Consultant shall submit to the Owner five (5) copies of check sets of the Drawings, Specifications, reports, programs, a final up-dated Project Development Schedule, a final up-dated Statement of Probable Construction Cost and such other documents as reasonably required by Owner. The 90% construction documents shall conform to SREF requirements, all mandatory requirements cited by the Florida Department of Education (or the designated reviewer) and those listed below.

.3 All documents for this phase shall be provided in both hard copy and in electronic media. The 90% Construction Document Submittal shall consist of all required documents, project manuals, calculations, floor plans and drawings required by the industry "standard of care", district requirements, Department of Education requirements, and School Board of Broward County Building Department requirements. The Project Consultant shall submit all documents to the Owner for review and approval prior to submitting to the Building Department for review and permit.

.4 Written approval of the Phase III 90% Construction Documents shall consist of close-out of all Plan Review Comments produced in Phase I 30% Submittal, Phase III 50% Submittal, and Phase III 90% Submittal. The Project Consultant shall be responsible to ensure the submittal includes all the requirements and responses to comments of these design phases. Project Consultant shall resubmit 90% Construction Documents with requirements and responses to close-out design review comments prior to proceeding if the above requirements are not met.

.5 The following Phase III contract documents shall be included with the Phase III submittal:

.1 "Project Transmittal Form" as required by the Facilities and Construction Management Division's Design Section.

.2 OEF form 110 (a) "OEF Project Implementation Information", for review prior to Building Department submission.

.3 OEF form 208 "OEF Project Transmittal Form", for review prior to Building Department submission.

.4 OEF form 208 (a) "OEF Space Chart Form" formatted to follow the sequence of spaces listed in the SREF Size of Space and Occupant Design Criteria Table, for review prior to Building Department submission.

.5 **General Requirements.**

.1 **Signed and Sealed/Statements of Compliance:** Only complete documents, properly signed and sealed by the Project Consultant and respective Sub-Consultants, will be accepted for review; in addition, these documents shall contain a statement of compliance by the architect or engineer of record that "To the best of my knowledge and belief these drawings and the project manual are complete, and comply with the State Requirements for Educational Facilities and all applicable and referenced building codes".

.2 When requested by the Owner, engineering calculations for mechanical, electrical, and structural systems shall be submitted separately from drawings and the project manual.

.6 **Drawings.** These documents shall be **90% Construction documents shall be expected to be at a level of completion of 100% construction documents for Owner review** corresponding to the educational specifications and program requirements illustrating the general scope, scale, and relationship of project components. In addition to Phase III 50% requirements, SREF requirements, and information required by the Owner's document submittal checklist for phase III 90%, the documents shall include the following:

.1 Site plans including, but not limited to, area location map, legal description of property, demolition, excavation, utilities, finish grading, landscaping, mechanical, electrical, civil/structural, and architectural site plans.

.2 Plans and details including, but not limited to:

.1 Title sheets including listing of Project Consultant, Program Manager, School Board of Broward County, a table of contents and statement of compliance by the architect or engineer of record. Each discipline shall have a list of abbreviations, schedule of material indications, and schedule of notations and symbols at the beginning of their section of the plans.

.2 Architectural sheets including floor plans, door, window and finish schedules, roof plans, elevations, sections, and details.

.3 Civil/Structural sheets including paving; bus loops; parent drop; service drive; parking; drainage; foundation plans; floor plans; roof plans; structural plans; sections; details; and, pipe, culvert, beam and column schedules.

.4 Mechanical sheets including floor plans; sections; details; riser diagrams; kitchen exhaust hoods; and, equipment, fan, and fixture schedules.

.5 Electrical sheets including floor plans; sections; details; riser diagrams; and, fixture and panel schedules.

.6 The drawings shall include the FEEC/LCCA analysis as required by SREF.

.7 **Project Manual.** The Project Consultant, in its leadership capacity, shall review and coordinate with the Owner regarding the preparation of the following:

.1 The necessary bidding information, the bidding forms, the conditions of the contract and Division 1 with respect to the foregoing documents and regarding any other Agreements necessary for construction of the project. However, in no case will Project Consultant amend or delete items from these documents without prior review and written approval from Owner.

.2 A project specific set of Division 1 specifications based upon master documents provided by the Owner, including all schedules, lists and inventories as required to complete the Owner's master documents including Contractor's Submittal schedules, warranty schedules, salvage schedules, preliminary construction schedule, etc.

.3 Final specification sections for Divisions 2 through 17 organized and formatted as required for the set of Phase III, 50% progress specifications.

.4 Approved alternate bid items, if required and authorized by the Owner, to bring the project within the Fixed Limit of Construction Cost (FLCC) which would permit Owner in its sole discretion to accept or reject portions of the construction of the project. No additional compensation shall be provided for bid alternates if they are part of the original scope of work.

.8 A threshold building inspection plan, prepared by the Project Consultant, and the name of a certified threshold building inspector, as set forth in Section 553.79(5), Florida Statutes (2004) as amended from time to time, shall be submitted to the Owner and the Department of Education (as applicable) for review and approval with Phase III documents. Threshold building inspection plan documents shall be submitted for:

.1 Any building greater than three (3) stories or fifty (50) feet in height, or

.2 Any building with an assembly space that exceeds five thousand (5000) square feet in area, and an occupant load of five hundred (500) or more persons.

.9 An Updated Statement of Probable Construction Cost as indicated by time factor, changes in requirements, or general market conditions.

.10 A letter from the Project Consultant and each of the major technical disciplines and any necessary Sub-Consultants explaining how each previous review comment (as generated by the Owner and/or other reviewing agencies) concerning the project has been addressed and/or corrected.

.6 The Project Consultant shall make best efforts to design the project to be within the Fixed Limit of Construction Cost (the "FLCC") established by Owner. If the Latest Statement of Probable Construction Cost exceeds the Fixed Limit of Construction Cost for construction, the Project Consultant shall review the materials, equipment, component systems and types of construction

included in the Contract Documents with the Owner and may recommend changes in such items and/or reasonable adjustments in the scope of the Project (to be made at no additional cost to the Owner). If the Project Consultant can demonstrate that it is unable to design the project to be within the FLCC, the Owner, in its sole discretion, may either increase the FLCC, direct the Project Consultant to modify and/or revise the Project Scope to bring the project within the FLCC, or cancel the project. If the Owner directs the Project Consultant to modify and/or revise the project scope, the Owner shall negotiate additional compensation to be paid to the Project Consultant for such services in accordance with Article 5.2.2.

.7 The Project Consultant shall make all required changes or additions and resolve all questions on the documents. The 100% complete Check Set shall be returned to the Owner. Upon final review and approval by the Owner the Project Consultant shall furnish five (5) copies, signed and sealed of all Drawings and Specifications to the Owner without additional charge.

.8 Staff from each of the Project Consultant's major technical disciplines and Sub-Consultants as necessary shall attend coordination, review and presentation meetings with the Owner to explain the development of the design concept and technical resolution of their respective building or site systems for both the Phase III - 50% and Phase III - 90% Submittals.

.9 The Owner's review and approval of the drawings, specifications, calculations and other construction documents shall not relieve the Project Consultant of any responsibility for their accuracy, adequacy and completeness.

2.4.4 The Project Consultant shall make all changes to the documents as required by the Owner's review of the documents by issuing a written recommendation to the Owner, at no additional cost and resolve initially all questions of constructability, code compliance, coordination across disciplines, clarity of documents, compliance with Owner standards, or other issues raised by the Owner during their reviews of the documents. The Owner will retain the documents submitted at this phase.

2.4.5 100% Construction Documents Submittal (Permit Review):

.1 Upon receipt of written approval of the Phase III 90% Construction Documents, the Project Consultant shall submit 100% Construction Documents to the Broward County Public Schools Building Department, in accordance with Building Department required submittal procedures.

.2 The Project Consultant shall submit one (1) copy of the 100% Construction Documents to the Project Manager at the time of Building Department submission. Submission to include Construction Document plans, Specifications, reports, programs, a final up-dated Project Development Schedule, a final up-dated Statement of Probable Construction Cost and such other documents as reasonably required by Owner. The 100% construction documents shall conform to SREF requirements, all mandatory requirements cited by the Florida Department of Education (or the designated reviewer) and those listed below.

.3 All documents for this phase shall be provided in both hard copy and in electronic media. The following Phase III contract documents shall be included with the Phase III submittal:

.1 "Project Transmittal Form" as required by the Facilities and Construction Management Division's Design Section.

.2 OEF form 110 (a) "OEF Project Implementation Information".

.3 OEF form 208 "OEF Project Transmittal Form".

.4 OEF form 208 (a) "OEF Space Chart Form" formatted to follow the sequence of spaces listed in the SREF Size of Space and Occupant Design Criteria Table.

.5 **Project Manual.** The Project Consultant, in its leadership capacity, shall review and coordinate with the Owner regarding the preparation of the following:

.1 The necessary changes to bidding information, bidding forms, conditions of the contract and Division 1 in response to Phase III 100% Construction Documents. This may include, but is not limited to, required changes in the Construction Documents in response to the Building Department permitting process, changes to bidding/award and construction schedules, project specific Division 1 thru 17 changes, and required alternate bid items. However, in no case will Project Consultant amend or delete items from these documents without prior review and written approval from Owner.

.4 **Record Set.** This submittal is the official record set and shall be the bid documents.

.5 The Project Consultant shall, with the Owner's assistance, file the required documents for approval by governmental authorities having jurisdiction over the Project (including Broward County and municipalities and their constituent departments, the South Florida Water Management District, and other state, local or federal agency with jurisdictional authority over some aspect of the Project) and obtain certifications of "permit approval" by reviewing authorities prior to the commencement of Phase IV and early enough to ensure that the eventual contractors is not delayed by permit processing by Broward County, a municipality or other jurisdictional agency. The Project Consultant shall provide the original documents or reproducible copies as may be required for submittal to any and all governmental authorities. The Project Consultant shall attend and provide representation at all review meetings, workshops, hearings and Commission/Council meetings concerning the project as conducted by other jurisdictional agencies. Project Consultant shall assure the Owner that all mandatory requirements are complete prior to the bidding, included, but not limited to, those that may have a financial impact on the Project.

2.5 Phase IV - Bidding and Award of Contract

2.5.1 **Bid Documents Approvals and Printing:** Upon all necessary approvals of the Construction Documents, and review and, approval by the Owner of the latest Statement of Probable Construction Cost, the Project Consultant shall assist Owner in obtaining bids and awarding construction contracts. The Project Consultant will provide reproductions of the drawings and specifications for bidding purposes at no additional cost to the Owner.

2.5.2 The Owner will issue the Bid Documents to prospective bidders and keep a complete "List of Bidders."

2.5.3 The Project Consultant shall render initial interpretations and clarifications of the drawings and specifications in a written format, supplemented by appropriate graphics. The Owner shall make all final determinations and/or interpretations as it relates to building code issues.

2.5.4 The Project Consultant shall attend a pre-bid conference as requested by the Owner.

2.5.5 The Project Consultant shall prepare addenda, if any are required, for the Owner to issue to all prospective bidders. No addenda shall be issued without the Owner's approval and if dimensional changes or extensive

graphic changes are required the drawing sheets shall be revised and issued as addendum drawings as directed by Owner.

2.5.6 The Project Consultant shall be present at the opening of bids with the Owner's staff.

2.5.7 The Project Consultant shall participate with Owner in evaluating the bids and shall provide a written recommendation for bid award.

2.5.8 If the lowest responsive Base Bid received exceeds the Fixed Limit of Construction Cost the Owner will either:

.1 Approve the increase of Project costs and award a contract or,

.2 Reject all bids and rebid the Project within a reasonable time with no change in the Project,

.3 Direct the Project Consultant to revise the Project scope or quality, or both, as approved by the Owner, and rebid the Project, or

.4 Suspend or abandon the Project, or

2.5.9 Under Article 2.5.8.3 above, if exercised by Owner, the Project Consultant shall modify the Construction Documents as necessary to bring the project within the original or revised Fixed Limit of Construction Cost (FLCC), as established by Owner. Owner shall negotiate additional compensation to be paid to the Project Consultant for such services in accordance with Article 5.2.2.

2.5.10 If an estimate or cost analysis is required by the Owner for this phase, the Project Consultant shall utilize the previously established independent cost estimator, or a replacement acceptable to the Owner, to analyze bids and to assist in the preparation of any modified bidding documents or re-bid documents that may be required to ensure successful bidding within the Fixed Limit of Construction Cost.

2.6 Phase V - Administration of the Construction Contract:

2.6.1 The Construction Administration Phase will begin with the award of the Construction Contract and will end when the Contractor's final Payment Certificate is approved by the Owner and after the one (1) year warranty period has expired. During this period, the Project Consultant shall provide Administration of the Construction Contract as set forth in the construction contract documents (hereafter referred to and defined as the "Contract Documents") between the Owner and the Contractor, as basic services.

2.6.2 The Project Consultant, as a representative of the Owner during the Construction Phase, shall advise and consult with the Owner within the limits established by this Agreement and the Contract Documents. The Project Consultant shall contemporaneously provide Owner with copies of all communications between Project Consultant and others concerning matters material to the cost, time, sequence, scope, performance or requirements of the project.

2.6.3 The Project Consultant and the Project Consultant's respective Sub-Consultants shall attend all key construction events as necessary to ascertain the progress of the Project and to determine in general if the Work is proceeding in accordance with the Contract Documents and the Project Schedule. A minimum of at least one site visit per week will be required by the Project Consultant. The Sub-Consultant will be required to visit the site at least once a week when their respective portion of the work is in progress.

.1 The Project Consultant shall visit the site at least once per week to become familiar with the progress and quality of the Work and to determine if the Work is proceeding in accordance with the Contract Documents and Project Schedule. The Project Consultant shall coordinate the timing of these visits with the Owner's Representative so as to permit joint observations of the progress of the Work and discussions about project issues. On the basis of on-site observations as a Consultant, the Project Consultant shall keep Owner informed of the progress and quality of the Work. The Project Consultant shall promptly submit to Owner a detailed written report of the results of each visit to the site, and copies of all field reports and notes of meetings with contractor, subcontractors of any tier or suppliers.

.2 The Project Consultant shall, based upon its on-site visits, promptly report to Owner any defects and deficiencies in the Work coming to the attention of Project Consultant and shall endeavor to guard the Owner against defects and deficiencies in the Work. This obligation is not reduced or limited by the fact that others, such as the UBCI, are undertaking inspection for or on behalf of the Owner. The Project Consultant shall make on-site observations utilizing the same personnel over the course of the Work. The Project Consultant shall assist the Owner in determining the cost of additional inspections due to the Contractor's failure to perform. Any changes in personnel must be in writing and issued to the Owner.

.3 The Project Consultant shall not have control over or charge of and shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work.

2.6.4 The Project Consultant shall at all times have access to the Work where ever it is in preparation or progress. The Project Consultant and the Sub-Consultants shall review and advise the Owner as to whether the Contractor is making timely, accurate, and complete notations on the "Project Record Documents" and maintaining various other administrative records as required by the Contract Documents. In addition, the Owner may at its discretion require the Project Consultant and all Sub-Consultants to submit additional written materials or forms to the Owner relating to or regarding the Project or its progress. Complete notations to the "as built" drawings shall include, but not be limited to all changes due to RFI's, ASI's, COD's, and CO's, in addition to the changes recorded by the Contractor, as noted above.

2.6.5 The Project Consultant shall initially interpret matters and provide recommendations concerning performance of Owner and Contractor under the requirements of the Contract Documents upon written request of Owner. The Project Consultant's response to such requests shall be made with reasonable promptness and within any time limits agreed upon. The Project Consultant shall render written advisory decisions, only upon the Owner's request, within a reasonable time, on all claims, disputes and other matters in question between Owner and Contractor relating to the execution or progress of the Work or the interpretation of the Contract Documents.

2.6.6 All initial interpretations and advisory decisions of the Project Consultant shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. In the capacity of interpreter the Project Consultant shall endeavor to secure faithful performance by both the Owner and Contractor, and shall not show partiality to either. The Owner shall be the final interpreter of any and all matters pertaining to the performance of the Project Consultant and Contractor.

2.6.7 The Project Consultant shall have authority to recommend rejection of Work which does not conform to the Contract Documents. The Project Consultant shall not have authority to stop the Work without approval of the Owner. Whenever, in the Project Consultant's reasonable opinion, it is necessary or advisable for the implementation of the intent of the Contract Documents, Project Consultant may recommend special inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or

not such Work is to be fabricated, installed or completed, but Project Consultant shall take such action only after consultation with Owner. The Project Consultant's monitoring of such additional special testing or inspections is a part of the Basic Services. Owner shall furnish all such tests, inspections and reports that are required by law or by the Contract Documents or that it has previously approved in writing, without waiving its right to reimbursement from Contractor. However, neither this authority of the Project Consultant nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty of responsibility of the Project Consultant to Contractor or other third parties performing portions of the Work.

2.6.8 The Project Consultant shall promptly review, and take other appropriate action upon Contractor's submittals such as shop drawings, product data and samples, but only for conformance with the design concept of the Contract Documents. Such action shall be taken within fourteen (14) days of receipt by Project Consultant unless Owner and Project Consultant otherwise mutually agree. Project Consultant's review shall not constitute review or approval of safety precautions or of construction means, methods, techniques, sequences or procedures. Project Consultant shall maintain a log of all submittals made and shall compare the submittals with Contractor's progress schedule. The Consultant shall not approve changes to the contract or substitutions through the regular submittal process but will utilize those respective methods specified in the Contract Documents. The Project Consultant shall be compensated for reviewing re-submittals after the first re-submittal of a respective submittal as a reimbursable expense with the Owner reimbursed by the Contractor under provisions of the Contract Documents.

2.6.9 The Project Consultant shall coordinate with the Owner concerning the Owner's required review of Request for Proposals, Change Orders and Construction Change Directives. The Project Consultant shall:

.1 Meet with the Owner prior to the preparation and execution of Request for Proposals, Contingency Use Directives and Change Order items to ensure that proposed changes comply with the intent of the Project's scope and construction schedule and whether the Contractor is entitled to additional sums or contract time for the proposed Work.

.2 Reconcile the Project Consultant's analysis of Request for Proposals, Contingency Use Directives and Change Order amounts with an analysis provided by Owner's chosen independent cost estimator and provide the Owner with a recommendation concerning the respective cost studies.

.3 Submit written and graphic information documenting proposed changes for formal review by the Owner.

.4 Review and indicate concurrence through signing Request for Proposals for Owner's authorization in accordance with the Contract Documents, shall have authority to order minor changes in the Work not involving an adjustment in the contract sum or an extension of the contract time and which are not inconsistent with the intent of the Contract Documents. Such minor changes shall be implemented through an Architect's Supplemental Instructions (ASI) issued through Owner. The Basic Services shall include providing recommendations concerning Request for Proposals, Contingency Use Directives and Change Orders, and the preparation, permitting and processing of Request for Proposals, Change Orders and Construction Change Directives. This Article shall not supersede Articles 2.9.1.14 or 2.9.1.16.

.5 Process, prepare and issue contract modification documents, Request for Proposals, Contingency Use Directives and Change Orders, in a timely manner and not allow the period required for evaluation, preparation or to issue such documents to exceed fourteen (14) days. The Project Consultant shall provide written notification to the Owner concerning those modification

documents requiring more than fourteen (14) days processing time with an attached explanation of the circumstances requiring longer processing time.

.6 All final decisions with respect to substitutions, Request for Proposals, Change Orders, and other contract modifications shall be at the sole determination of the Owner.

2.6.10 The Project Consultant shall conduct thorough site observations, make recommendations and otherwise assist Owner in determining the dates of Substantial Completion and Final Completion, shall review, approve and forward to Owner for Owner's review, written warranties and related documents required by the Contract Documents and assembled by Contractor, and shall certify a final certificate for payment. At substantial completion, the Project Consultant shall prepare a punch list of observed items requiring correction, completion or replacement by Contractor. The Project Consultant shall administer the Contractor's submittal of various closeout submittals including warranty documents, operations and maintenance materials, extra materials, and other closeout submittals as required by the Contract Documents. The Project Consultant and the Sub-Consultants shall verify and confirm the Contractor's successful demonstration of equipment and systems and the training of the Owner's personnel as required by the Contract Documents. Project Consultant shall inspect the Project upon final completion to determine compliance with the Contract Documents and, upon so determining, prepare and execute the required forms and other documents indicating that the Work is completed in compliance with the Contract Documents.

2.6.11 The Project Consultant shall within sixty (60) days of final acceptance provide the Owner with prints and electronic media copies of the original drawings, which the Project Consultant has revised to conditions based on information furnished by the Contractor as Project Record Documents. These prints and electronic media copies shall become the property of the Owner. Submittal of these documents to the Owner is a condition of final payment of construction support fees to the Project Consultant.

2.6.12 The Project Consultant shall assist Owner in determining amounts owing to Contractor based on observation at the site and an evaluation of Contractor's applications for payment and shall certify Certificates for Payment of such amounts as provided in the contract documents and in such forms as the Owner may request. The certification of the Certificate for Payment shall constitute the representation by Project Consultant to Owner based on Project Consultant's observation at the site and the data comprising Contractor's applications for payment, that the work has progressed to the point indicated; the quality of the work is in substantial accordance with the contract documents (subject to an evaluation of the work for substantial conformance with the contract documents upon substantial completion, to the results of any subsequent test by or performed under the contract documents, to minor deviations from the contract documents cited prior to completion, and to any specific qualification stated in the Certificate for Payment); and that the Contractor is entitled to the amount certified. However, the certification of the Certificate of Payment shall not be a representation that Project Consultant has made any examination, other than information which has come to Project Consultant's attention, to ascertain how and for what purpose Contractor has used the monies paid by the Owner.

2.7 Phase VI - Warranty Administration:

2.7.1 Upon receiving approval following one year after substantial completion of the construction project, the Project Consultant shall assist Owner, without additional compensation, in securing correction of defects, and shall in the sixth and eleventh months make inspections of the project with the Owner and report observed discrepancies to Owner.

2.8 Other Basic Services:

2.8.1 The Project Consultant shall render to Owner without additional compensation, any proper and reasonable assistance which Owner may require as a result of any claim or any action brought relating to Project Consultant's services. Preparation of detailed analysis or documentation (if requested by Owner) shall be a supplemental service under Article 2.9.1.21 with a fully approved and executed ATP and Purchase order (See 5.2.3).

2.9 Supplemental Services

2.9.1 The services listed below are normally considered to be beyond the scope of Basic Services as defined in this Agreement, and if authorized in advance by having received a fully approved and executed ATP and Purchase order (See 5.2.3), will be compensated for as provided under Articles 5.7 and 6.2:

.1 Providing special analyses of the Owner's needs, and special detailed programming requirements for a project.

.2 Providing financial feasibility, or other special studies.

.3 Providing planning surveys, site evaluations, or comparative studies of prospective sites.

.4 Providing services relative to future facilities, systems and equipment which are not intended to be constructed as during the construction phase.

.5 Providing services to make measured drawings of the existing site or facilities.

.6 Providing the services of a cost estimating firm beyond the services required during Phases I-III to verify cost of the work as designed. The choice of the firm, qualifications of the firm and the terms of employment of the firm shall be approved in writing in advance by the Owner.

.7 Providing interior design services required for or in connection with the selection of furniture or furnishings, except equipment included in the Construction Contract and identified in the educational specifications.

.8 Providing investigations and making detailed appraisals and valuations of existing facilities, and surveys or inventories required in connection with construction performed by the Owner.

.9 Providing the services of one or more full-time Construction Inspector during construction; including the services of a Special Threshold Inspector.

.10 Providing extended assistance beyond that provided under Basic Services for the initial start-up, testing, adjusting and balancing of any equipment or system; extended training of Owner's personnel in operation and maintenance of equipment and systems, and consultation during such training; and preparation of operating and maintenance manuals, other than those provided by the Contractor, subcontractor, or equipment manufacturer.

.11 Providing consultation concerning replacement of any Work damaged or built inconsistent with the Contract Drawings, providing the cause is found by the Owner to be other than by fault of the Project Consultant.

.12 Providing consultation concerning replacement of any Work damaged by fire or other cause during construction, and furnishing services as may be required in connection with the replacement of such Work.

.13 Preparing revisions of Schematic Design, Design Development, and Construction Document Phase Documents previously approved in writing by Owner, when so directed in writing by Owner, provided, however, that no compensation for Supplemental Services shall be paid for revisions which may be required when due to errors or omissions by the Consultant or when due to the fact that the lowest Bona Fide construction bid exceeds the "fixed limit of construction cost".

.14 Providing services made necessary by the default of the Contractor, or any major unanticipated defects or deficiencies in the Work of the Contractor or any subcontractor not attributable in any way to an Error and/or Omission of the Project Consultant.

.15 Preparing change orders and related documents provided the changes are significant changes (whether increases or decreases) in the scope of the project and are requested by the Owner and not for any changes due to any other reasons such as error or omission of the Project Consultant.

.16 Providing revisions in drawings, specifications or other documents required by the enactment or revision of codes, laws or regulations subsequent to the preparation of such documents.

.17 Preparing to serve or serving as an expert witness in connection with any public hearing, arbitration proceeding or legal proceeding.

.18 Providing services after certification to the Owner of that Final Certificate for payment, and said payment has been made to the Contractor except those services that are a result of errors, omissions. or conflicts in documents prepared by the Project Consultant or are warranty related services.

.19 Review of extensive claims by the Contractor or others relating to the Project. However, there shall be no additional charges to Owner from Project Consultant in the event the claims are not extensive or in the event the claims are determined by the Owner to be based upon the failure of the Project Consultant or Sub-Consultant to properly perform its services or to comply with the provisions of this Agreement.

ARTICLE 3 SUB-CONSULTANTS

3.1 Sub-Consultants' Relations

3.1.1 All services provided by the Sub-Consultant shall be pursuant to appropriate Agreements between the Project Consultant and the Sub-Consultants which shall contain provisions that preserve and protect the rights of the Owner and the Project Consultant under this Agreement. All such Agreements shall provide that the Project Consultant may assign or transfer to Owner any and all claims or causes of action which the Project Consultant has or may have against a Sub-Consultant as a result of or relating to any acts of omission or commission of that Sub-Consultant.

3.1.2 Nothing contained in this Agreement shall create any contractual relationship between the Owner and the Sub-Consultants. However the Project Consultant is at all times liable for any and all negligent acts of omission or commission of its Sub-Consultants relating to or regarding this Agreement or the Project which is the subject of this Agreement. The Owner may, at any time, require the Project Consultant to assign or transfer to the Owner any claims or causes of action which Project Consultant has or may have against one or more of its Sub-Consultants as it relates to these contract obligations regarding or relating to this Project. Upon such request, the Project Consultant shall execute a written assignment or transfer in a form to be provided by the Owner. In the event the Owner requires the Project Consultant to assign or transfer said

claims or causes of action then the Owner agrees to indemnify and hold the Project Consultant harmless from any claim or cause of action brought by a Sub-Consultant against the Project Consultant directly related to the claim of cause of action brought by the Owner against a Sub-Consultant as a result of such assignment.

3.2 Proposed Sub-Consultants

3.2.1 The Project Consultant proposes to utilize the following Sub-Consultants:
Per Attachment 5 (Project Team Members)

3.2.2 The Project Consultant shall not change any Sub-Consultant without written prior approval by the Owner.

3.2.3 The Project Consultant, not later than ten (10) calendar days after the date of this Agreement, shall submit a list of contact information for Sub-Consultants which includes contact names, firm addresses, phone and fax numbers and internet (or other internet e-mail service provider) e-mail addresses.

ARTICLE 4 THE OWNER'S RESPONSIBILITIES

4.1 Information, Documents, And Services

4.1.1 Owner shall consult with Project Consultant and provide such information regarding requirements for the project, including a Project Scope, Budget and Schedule which shall set forth Owner's contemplated design objectives, constraints and criteria, including educational specifications, facilities lists, space requirements and relationships, flexibility and expandability, special equipment and site requirements as are reasonably necessary for Project Consultant to perform its services.

4.1.2 The Owner shall furnish a legal description and a certified land survey of the site. When possible, the Owner shall supply the certified land survey in hardcopy and electronic media formats. The certified land survey shall provide boundary dimensions, locations of existing structures and/or trees, the grade and line of street, pavement and adjoining properties, the rights, restrictions, easements, boundaries, topographic data and information relative to sewer, water, gas and electrical services.

4.1.3 Owner shall furnish the services of soil engineers or other consultants if such services are necessary and requested in writing by Project Consultant. Such services may include test borings, test pits, soil bearing values, percolation tests, air and water pollution tests, ground corrosion and resistivity tests, including necessary operations for determining subsoil, air and water conditions, tests for hazardous materials, chemical, mechanical, structural or other tests with reports and appropriate professional recommendations.

4.1.4 Owner shall furnish a Project Schedule for the project showing all activities and critical dates necessary to complete the project within the allotted time.

4.1.5 Owner shall furnish a Construction Budget which is the portion of the Project Budget allocated for the construction cost of a project and will be based upon the Fixed Limit of Construction Cost with an appropriate contingency factor. This contingency factor includes but is not limited to the demolition, destructive testing and repairs, directed by the Project Consultant, to adequately investigate and document the existing conditions of the facility.

4.1.6 **As-Built Documentation:** When available, drawings and other available documents which were purported to represent "as-built" conditions at the time of original construction will be furnished to the Project Consultant; however, they are not warranted to represent conditions as of this date. The Project Consultant shall perform non-destructive field investigations as necessary to obtain sufficient information to perform

his services and as required by field conditions, or the Owner to verify wall assemblies, construction types or other basic information as required to develop the design and documentation necessary for the project. The demolition and repairs associated with the destructive testing shall be compensated as a reimbursable expense. The Owner encourages the use of destructive testing techniques (with prior approval) to retrieve information that can be utilized by the Project Consultant to clearly indicate the disposition of the existing facility and incorporate this information into the Contract Documents.

4.1.7 **District Standards and Submittal Checklist**

.1 **Design And Material Standards:** The Owner will furnish an electronic copy of Design and Material standards for the Project Consultant's use in developing designs and documentation for the project. These documents are technical specifications and the intent of these documents is to convey basic Owner preferences to the Project Consultant. The Project Consultant shall review the content of the Design and Material Standards provided by the Owner and may consult with the Owner concerning discrepancies, errors or suggestions for the improvement of the provided documents. The Project Consultant remains responsible for the technical content and accuracy of documents produced under the terms of this Agreement.

.2 **Design Criteria:** The Owner will furnish an electronic copy of the Design Criteria for the Project Consultant's use in developing designs for the project. These criteria are guidelines, which address owner related issues; including but not limited to, ease of maintenance, life cycle costing, and functionality of the facility.

.3 **Document Submittal Checklist:** The checklist is a guideline indicating minimum requirements for the submittal of contract documents for each phase of the design process. The completed checklist form will be required with each submission for all applicable disciplines.

4.1.8 **Standard Construction Bidding And Contract Documents:** The Owner shall furnish the Project Consultant with sample bidding and contract requirements and general requirements containing the basic provisions and requirements of Owner. These documents are comprised of the Bidding Requirements, Contracting Requirements, Division 0 and Division 1 Specification Sections that will be utilized by the Project Consultant to develop the construction contract documents required under the terms of this Agreement. The Project Consultant acknowledges that these Owner Standard Documents will be made available by the Owner and shall be reviewed and analyzed by the Project Consultant and that these documents shall serve as the basis for the Project Consultant's development of bidding documents for the Owner.

4.1.9 Owner shall arrange and pay for the required advertisements for bid.

4.1.10 Owner, assisted by Project Consultant, shall issue the bid documents to bidders, maintain the planholders list, and issue addenda.

4.1.11 Owner shall be responsible for issuance of formal notices to proceed (if any) to the Contractor.

4.1.12 **e-Builder.** The Project Consultant shall be required to use Owner's Project Management software, e-Builder. One (1) license will be distributed to Design Professional, at cost to Owner, which will allow access into e-Builder for one or multiple projects as awarded by Owner. Usage of this license will be provided throughout the duration of the project(s). Based on availability, additional licenses may be provided as needed.

4.2 Owner Furnished Items

4.2.1 The services, information, surveys and reports specified by Article 4.1 shall be furnished at the Owner's expense, and the Project Consultant shall be entitled to rely upon the accuracy and completeness thereof. However, if the Project Consultant reviews all of the information provided by the Owner (such as surveys, soil borings and "as-built" documentation) and determines additional information and/or testing is required to properly design the project, the Project Consultant shall request same from the Owner.

4.2.2 When documents, services, or other materials furnished by the Owner for the Project Consultant's use are deemed by the Project Consultant as inappropriate, inaccurate, or otherwise unreasonable, the Project Consultant shall notify the Owner immediately upon discovery of same. Failure of the Project Consultant to so notify the Owner shall result in the Project Consultant's being responsible for any costs, expenses, or damages incurred by the Owner and forfeiture of claims for damages, delays or other compensation related to the use of those Owner furnished materials.

4.2.3 The Owner shall furnish the above information or authorize the Project Consultant to provide it, as a supplemental service (except where otherwise stipulated), as expeditiously as possible for the orderly progress and development of the Project.

ARTICLE 5 BASIS OF COMPENSATION

5.1 Professional Service Fees:

5.1.1 The Owner agrees to pay the Project Consultant, and the Project Consultant agrees to accept for basic services rendered pursuant to this Agreement a fixed fee (as computed by the Fixed Fee method below) of:

One hundred and fifteen thousand Dollars. ($ 115,000.00)

5.2 Fixed Fee:

5.2.1 The Fixed Fee listed above is based on the scope of services for a project of this scope, size, complexity and Fixed Limit of Construction Cost (FLCC) of Construction of the project.

5.2.2 If the Owner authorizes a significant increase or decrease in the scope of the project, the Fixed Fee may be adjusted as mutually agreed upon. Changes in the FLCC, or, a Construction Contract awarded by the Owner in excess of the FLCC, shall not entitle the Project Consultant to additional Basic Services Fees, and, a Construction Contract awarded by the Owner that is less than the FLCC shall not entitle the Owner to a decrease in Basic Services Fees.

5.2.3 The Project Consultant shall not perform Professional Services, Supplemental Services, or Reimbursable Services until a written Purchase Order with the appropriate "line number" has been issued by the Supply Management and Logistics Department together with a fully executed Authorization to Proceed. **OWNER SHALL HAVE NO OBLIGATION TO COMPENSATE PROJECT CONSULTANT FOR ANY WORK PERFORMED BY THE PROJECT CONSULTANT PRIOR TO RECEIPT OF A FULLY EXECUTED WRITTEN AUTHORIZATION TO PROCEED AND PURCHASE ORDER.**

5.3 Not Used

5.4 Fee for Additive Alternates:

5.4.1 The design of alternates within the Owner's total allocated funds for construction will be a Basic Service.

5.4.2 The design of additive alternates, not included in the original project scope, in excess of Fixed Limit of Construction Cost of Construction must be authorized by the Chief Facilities and Construction Officer, and will be considered supplemental services, subject to negotiation.

5.4.3 Fees for the design of additive alternates, not included in the original project scope, will be negotiated and issued by a fully approved and executed ATP. The Owner will pay one hundred (100%) percent of the negotiated fee for alternates accepted and only pay for the design portions of the (Phases I through III) for alternates rejected.

5.5 Raw Labor Rate:

5.5.1 Raw Labor is defined as the raw salary rate, as determined from salaries reported to the Director of Internal Revenue, of the personnel engaged directly on a project.

5.6 **Fees for Reimbursables**

5.6.1 Reimbursables are those items pre-approved in writing by a fully approved and executed ATP and Purchase order (See 5.2.3), and authorized by the Owner in addition to the Basic and Supplemental Services and consist of actual expenditures made by the Project Consultant and the Project Consultants' employees and Sub-Consultants in the interest of the Work.

5.6.2 Authorized travel outside the Dade, Broward and Palm Beach County area, lodging and meals in connection with a project (subject to the limitations imposed by Chapter 112.061, Florida Statutes); fees paid for securing approval of authorities having jurisdiction over the Work; reproductions (outside of Basic Services and with prior written Owner approval in the form of a fully approved and executed ATP and Purchase order (See 5.2.3); postage and handling of Drawings, Specifications and other documents, excluding reproductions for the office use of the Project Consultant and check sets required by the Owner; data processing and photographic production techniques when used in connection with Supplemental Services.

5.6.3 The Owner will reimburse the Project Consultant for authorized Reimbursables as verified by appropriate bills, invoices or statements.

5.6.4 Any authorized reimbursable shall not include charges for office rent or overhead expenses of any kind, including but not limited to local telephone, cell phone and utility charges, overtime or any discretionary labor benefits, office and drafting supplies, depreciation of equipment, professional dues, subscriptions, etc., reproduction of drawings and specifications, mailing, stenographic, clerical, or other employees time or travel and subsistence not directly related to a project. Authorized reproductions in excess of sets required at each phase of the work will be a Reimbursable.

5.7 Fees for Supplemental Services

5.7.1 The Consultant may be authorized by its receipt of a fully approved and executed ATP and Purchase order (See 5.2.3), to perform Supplemental Services described under Article 2.9 and negotiated in accordance with Article 2.8.2. The fee for such services will be Time Spent plus reimbursable expenses with a Guaranteed Maximum Price based on Raw Salary Rates times a fixed multiplier. The fixed multiplier shall cover mandatory personnel expenses, overhead and profit and shall be set at _____ times Raw Salary Rates and shall be included in the Guaranteed Maximum. Where a mutually agreeable Guaranteed Maximum cannot be arrived at, the Owner may secure services from an independent source or from the Owner's resources. The Consultant shall provide any information and/or copies of project documentation necessary to facilitate the provision of said supplemental services by others.

5.8 Summary of Total Fees

Basic Services	$ 115,000	Lump Sum
Allowances (no markup)		
Reimbursable Expenses	$ 25,000	Not-to-Exceed
Reproduction	$ 5,000	Not-to-Exceed
Testing	$ 20,000	Not-to-Exceed
Site Survey / Civil Engineering	$ 0	Not-to-Exceed
Supplemental Services	$ 15,000	Not-to-Exceed
TOTAL AGREEMENT	$ 155,000	

ARTICLE 6 PAYMENTS TO THE PROJECT CONSULTANT

6.1 Payment for Basic Services

6.1.1 Payments for Basic Services may be requested monthly in proportion to services performed during each Phase of the Work and provision of all required insurance policies is a condition precedent to becoming due any such payments to the Project Consultant. Said payments shall, in the aggregate, not exceed the percentage of the estimated total Basic Compensation, or 90% for Phases I, II, or II prior to approval of the submitted design documents, indicated below for each Phase:

.1 Ten (10%) percent of the total fee upon completion and approval of Phase I: Project Validation.

.2 Fifteen (15%) percent of the total fee upon completion and approval of Phase I: 30% Submittal.

.3 Twenty (20%) percent of the total fee upon submittal and approval of Phase III: 50% Submittal.

.4 Fifteen (15%) percent of the total fee upon completion and approval of Phase III: 90% Submittal.

.5 Five (5%) percent of the total fee upon completion and approval of Phase III: 100% Submittal.

.5 Five (5%) percent of the total fee upon 100% completion of Phase IV.

.6 Twenty-eight (28%) percent of the total fee upon completion of Phase V

.7 Two (2%) percent of the total fee upon completion of Phase VI (Warranty) and approval of all Work and audit of account, as per Article 5.

6.1.2 Partial payments may be made in Phase V (but not in excess of ninety (90%) percent of the aggregate of Phase V) in monthly increments which are proportioned to match the Work's percentage complete reflected by the Contractor's monthly Applications for Payment. If the Owner's required Substantial Completion date for Phase V is extended through no fault of the Project Consultant, the Project Consultant shall be reasonably compensated for any required professional services and/or expenses not otherwise compensated for in connection with such time extension(s), in accordance with Article 6.2. If the Owner's required Substantial Completion date for Phase V is extended due to an action or inaction of the Project Consultant to the detriment of the Owner, no additional payments or time shall be due to Project Consultant. The

Project Consultant shall include with its billing, in either electronic or hard copy format, the following supporting information, and any additional supporting information required by the Owner: time sheets for any fees based upon Raw Salary Rates, subcontractors invoices, invoices for reimbursable expenses and time sheets, subcontractor invoices for reimbursables made necessary by the performance of Work. The invoice shall be totaled and care shall be taken to assure previously paid charges are not duplicated.

6.1.3 If the project reaches Final Completion (as defined by the Construction Contract Documents) prior to the expiration of the Anticipated Construction Time, then full payment shall be made at that time provided the Project Consultant has completed all obligations for submittals and other services (including Project Record Documents) as required by this Agreement.

6.1.4 No payments shall be due to Project Consultant unless and until all materials, forms and documents required by this Agreement have been provided by Project Consultant and its Sub-Consultant to Owner, or others whom are to receive same. The Owner retains the right to withhold payment from the Project Consultant for non-performance of the Project Consultant during any phase of the Project.

6.1.5 The Project Consultant shall submit invoices in the Owner's required invoice format as provided.

6.1.6 All Submitted invoices shall have copies of referenced ATP's attached.

6.1.7 During project Phases I through III, the Project Consultant shall submit an updated Project Schedule reflecting the Project Consultant's scheduled and actual progress with each submitted invoice. As an attachment to the Project Schedule, the Project Consultant shall provide a progress report giving percentage of completion of the Project development.

6.1.8 Project Consultant shall submit a monthly MWBE Sub-Consultant Utilization Report with the monthly request for payment, on forms provided by the Owner.

6.1.9 Payments are due and payable thirty (30) days from receipt of the Project Consultant's invoice provided it is in accord with the requirements of this Agreement.

6.2 Payment for Supplemental Services / Reimbursables/Allowances

6.2.1 Payment for Supplemental Services, Reimbursables and/or allowances may be requested monthly (on the Owner's standard invoice format) in proportion to the services performed, allowances shall have no mark-up. When such services are authorized, the Project Consultant shall submit for approval by the Chief Facilities Officer or designee, a duly certified invoice, attaching to the invoice all supporting data for payments made to Consultants and Sub-Consultants engaged on the project or task.

6.2.2 Payments are due and payable within thirty (30) days from receipt of the Project Consultant's invoice.

6.3 Project Suspension

6.3.1 If the project is suspended for the convenience of the Owner for more than three months or terminated in whole or in part, during any Phase, the Project Consultant shall be paid for services authorized by an Authorization To Proceed which were performed prior to such suspension or termination, together with the cost of Reimbursable Services and expenses then due.

6.3.2 If the Project is resumed after having been suspended for more than three months, the Project Consultant's further compensation shall be adjusted by the addition of Project Resumption Expenses. Project Resumption Expenses are in addition to compensation for Basic and Supplemental Services, and are full

compensation for all damages and expenses which are directly or indirectly attributable to resumption of the Project Consultant's services after a Project Suspension. Project Resumption Expenses are applicable only to a Project Suspension by the Owner and shall be computed as a percentage of the total compensation for Basic Services and Supplemental Services earned to the time of termination, as follows:

.1 Two (2%) percent of the total compensation for Basic and Supplemental Services earned to the date of Project Suspension for the respective schematic or design development Phase only, if Project Suspension occurs before or during the design development design phase; or

.2 Five (5%) percent of the total compensation for Basic and Supplemental Services earned to the date of Project Suspension for the construction documents phase only, if Project Suspension occurs during the construction documents phase development phase; or

.3 Five (5%) percent of the total compensation for Basic and Supplemental Services scheduled for the construction contract administration phase only, if Project Suspension occurs during the construction support phase.

ARTICLE 7 REUSE OF DRAWINGS, SPECIFICATIONS AND OTHER DOCUMENTS

7.1 Scope of Services

7.1.1 It is understood that all Professional Service Agreements for design and other services include the provision for the Owner's optional re-use of drawings, specifications and other documents (including Phase V of Basic Services described in Article 2); and that the Project Consultant agrees to such re-use in accordance with this provision.

7.1.2 If the Owner elects to re-use the drawings, specifications and other documents, in whole or in part, prepared for the project for other projects on other sites, the Project Consultant will be paid a re-use fee, for Basic Services described in Article 2 for Phases I through VI, in the amounts of:

.1 Twenty (20%) percent of the original fee for Basic Services for Phases I through III.

.2 Thirty-eight (38%) percent of the original fee for Basic Services for Phases IV, V and VI.

Alternatively, the Owner agrees to pay the Project Consultant, and the Project Consultant agrees to accept, a flat reuse fee of:

(Fee Written Out) $XX,XXX for the reuse of <project> <Project number> <facility>:

This flat reuse fee will only apply if an actual dollar amount is listed above.

7.1.3 For each re-use the Project Consultant shall review the final as-built design of any prior reuse or reuses and shall include all Basic Services rendered under the reuse(s) and incorporate all modifications to the drawings, specifications and other documents resulting from Change-Orders, Errors and Omissions, Code revisions and Code corrections made during the prior reuse(s), and, modifications normally required to suit the new site. (This does not include preparation of reverse plans, changes to the program, subsequent code revisions or exceptional site conditions). The stipulations and conditions of this Agreement shall remain in force for each re-use project, unless otherwise agreed. Reuse fees do not include preparation of documents for offsite improvements.

7.1.4 If a reuse project commences in excess of three years from the acceptance of the design development

documents by the Owner then Owner shall negotiate the fees to be paid to Project Consultant.

ARTICLE 8 INDEMNIFICATION

8.1 Indemnification

8.1.1 To the fullest extent permitted by law, the Project Consultant shall indemnify, and hold harmless the owner, its members, officers, employees and agents (hereinafter collectively "Related Parties") from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the design professional and other persons employed or utilized by the design professional in the performance of this contract.

8.1.2 In any and all claims against the Owner by any employee of the Project Consultant, or anyone for whose acts the Project Consultant may be liable, the obligations for Project Consultant to indemnify Owner under this contract shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Project Consultant under workman's compensation acts, disability acts, or other employee benefit acts.

8.1.3 The Project Consultant recognizes the nature of the indemnification obligations imposed under this contract and voluntarily makes these covenants. The obligation imposed upon the Project Consultant under this Indemnification Agreement shall survive termination of this contract.

ARTICLE 9 INSURANCE

9.1 General Insurance Requirements

9.1.1 The Project Consultant shall not start work under this Agreement until the Project Consultant has obtained all insurance required hereunder and such insurance has been approved by the Owner.

9.1.2 All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. All insurance companies providing policies required under this Agreement shall have at least an "A-" rating and a financial rating of no less than VI in the current A. M. Best Manual or hold a Moody's Investors Service Financial Strength of "Aa3" or better.

9.1.3 Insurance policies required under this Agreement shall be endorsed to be primary of all other valid and collectible coverages maintained by The School Board of Broward County, Florida.

9.1.4 The Project Consultant shall furnish certificates of insurance to the Owner for review and approval at the time of execution of this Contract and shall maintain same at all times during the term of this Agreement.

9.1.5 All Certificates of Insurance shall be in the form as approved by Insurance Standards Office (ISO), unless approved by Owner and shall clearly indicate that the Project Consultant has obtained insurance of the type, amount and classification required by these provisions, in excess of any pending claims at the time of contract award to the Project Consultant. No material change or cancellation of the insurance shall be effective without a thirty (30) day prior written notice to and approval by the Owner. All Certificates shall list the Owner's project number and full project title (including applicable facility name).

9.1.6 Certificates of Insurance must clearly list any and all deductibles by coverages.

9.2 Insurance Required:

9.2.1 Automobile Liability Insurance: The Project Consultant shall maintain Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with this Agreement in amounts not less than One Million ($1,000,000) Dollars per occurrence for bodily injury and property damage combined single limit and shall not be less than the standard ISO Business Auto Policy CA 00 01.

9.2.2 Professional Liability (Errors and Omissions): The Project Consultant shall procure Professional Liability Insurance in the manner described herein. The deductible shall not be more than Fifty Thousand ($50,000) Dollars for each policy and must be indicated on the certificate of insurance. The limits of the Professional Liability Insurance Policy shall be as follows:

9.2.2.1 Not used.

9.2.2.2. Projects require a practice policy with a per claim/annual aggregate in accordance with the specifications delineated below relative to the cumulative construction value of all projects:

.1 One Million ($1,000,000) Dollars on a per claim/One Million ($1,000,000) Dollars annual aggregate basis for Project Consultants whose cumulative construction value for all Board contracts is less than Five Million ($5,000,000) Dollars.

.2 One Million ($1,000,000) Dollars on a per claim/Three Million ($3,000,000) Dollars annual aggregate basis for Project Consultants whose cumulative construction value for all Board contracts is between Five Million One ($5,000,001) Dollars to Ten Million ($10,000,000) Dollars.

.3 One Million ($1,000,000) Dollars on a per claim/Five Million ($5,000,000) Dollars annual aggregate basis for Project Consultants whose cumulative construction value for all Board contracts is greater than Ten Million One ($10,000,001) Dollars.

The Project Consultant shall be required to maintain the practice policy in accordance with the above specifications for a period commencing with execution of this contract and terminating three years after final completion of said projects. Should additional projects or change orders be added that increase the cumulative construction value to another tier shown above, the Project Consultant will be required to show proof of coverage at the higher limit / aggregate. In addition, the project consultant shall provide information regarding the total claims against said practice policy on an annual basis for the term of the contract upon and terminating three years after final completion of the project (Claims/Loss history should be forwarded to the Risk Management Department), as The School Board of Broward County, Florida, deems appropriate.

The Professional Liability insurance must provide for all sums which the Project Consultant shall be legally obligated to pay as damages for claims arising out of or relating to the negligent services performed by the Project Consultant or any person employed or acting on the Project Consultant's behalf (including, but not limited to, Sub-Consultants) in connection with this Agreement. If the Owner, at its sole discretion, agrees that such coverage is not commercially reasonably available, the Owner may, at its discretion, authorize the Project Consultant to alter the coverage by substituting a lower aggregate or changing any other terms and conditions of the coverage (including but not limited to deductible amounts) based upon the scope of the project.

9.2.3 Workers' Compensation Insurance: The Project Consultant shall maintain Workers' Compensation Insurance in compliance with Florida Statutes, Chapter 440 and Employer's Liability Limit of not less than Five Hundred Thousand ($500,000) Dollars per Occurrence.

9.2.4 General Liability Insurance: The Project Consultant shall maintain General Liability Insurance, including Contractual Liability to cover the "Hold Harmless Agreement" set forth herein, with bodily injury limits of not less than One Million ($1,000,000) Dollars per occurrence combined single limit for bodily injury and property damage and not less than the Two Million ($2,000,000) General Aggregate such coverage shall apply separately to each project. The School Board of Broward County, Florida, its members, officers, employees, and agents shall be named as an additional insured under the General Liability policy.

ARTICLE 10 GENERAL PROVISIONS

10.1 Performance

10.1.1 **Performance and Delegation:** The services to be performed hereunder shall be performed by the Project Consultant's and Sub-Consultant's own staff, unless otherwise approved by the Owner in writing. Said approval shall not be construed as constituting an Agreement between the Owner and said other person or firm.

10.1.2 **Term of Agreement:** The term of this Agreement shall start upon execution by the parties hereto and extend until the completion of Phase VI (Warranty) activities as set forth above except as may be otherwise agreed to in writing by the parties hereto, or as provided further herein under Article 10 and Article 7.

10.1.3 **Time for Performance:** The Project Consultant agrees to start all work hereunder upon receipt of an Authorization to Proceed issued by the Chief Facilities and Construction Officer or his designee and to complete each Phase within the time stipulated in the Authorization To Proceed (Attachment 6 to this Agreement ("ATP")) and as required by the Project Schedule (Attachment 1 to this Agreement). The Project Consultant acknowledges that failure to perform timely may cause the Owner to sustain loss and damages and will be responsible for same. The Consultant agrees that Owner is entitled to recover no less than One Hundred Dollars ($100) per consecutive calendar day of unexcused delay caused by the Consultant's failure to comply with the times set forth in the fully executed ATP. Owner shall have the right to deduct such amounts from payments due and owing to the Consultant.

10.1.4 **Time Extensions**: A reasonable extension of time for completion of various Phases may be granted by the Owner should there be a delay on the part of the Owner in fulfilling its obligations pursuant to this Agreement. Such extension shall not be the basis or cause for any claims or causes of action by the Project Consultant for additional or extra compensation. Under no circumstances shall the Project Consultant be entitled to additional compensation or payment as a result of or relating to delays on the Project.

10.1.5 Time is of the essence with regard to the performance of this Contract.

10.1.6 **Excess Funds:** Any party receiving funds paid by the School Board of Broward County, Florida under this Agreement agrees to promptly notify the School Board of Broward County, Florida of any funds erroneously received from the School Board of Broward County, Florida of upon the discovery of such erroneous payment or overpayment. Interest shall be calculated using the interest rate for judgments under Section 55.03, Florida Statutes, as amended, applicable at the time the erroneous payment or overpayment was made by the School Board of Broward County, Florida. The erroneous payment and/or overpayment will be promptly transmitted and returned to the School Board of Broward County, Florida with applicable interest as set forth herein.

10.2 Termination Of Agreement

10.2.1 **Right to Terminate:** The Owner has the right to terminate this Agreement for its own convenience on seven days written notice. Upon termination of this Agreement, the Project Consultant shall be paid in accordance with Article 10.2.5. To receive payment, all charts, sketches, studies, drawings, and other documents or other materials related to work authorized under this Agreement, whether finished or not, must be turned over to the Owner.

10.2.2 The Consultant may terminate this Agreement only for a material breach of the Agreement and provided the Project Consultant has given the Owner written notice of the material breach and ten (10) days to cure that breach. In the event of any dispute regarding or relating to performance pursuant to this Agreement, or payment hereunder, then in that event, the Project Consultant is obligated to continue performance in accordance with the terms of this Agreement unless instructed by the Owner to suspend or delay performance.

10.2.3 Owner may terminate this Agreement for cause, which may include, but not be limited to any of the following; failure of Project Consultant to comply with any of its material obligations under this Agreement; a decrease in the projected, available Capital Outlay funds which renders continuation of the design or construction of the Project impossible or impractical; or conditions which arise that constitute Force Majeure under Article 10.2.8 of this Agreement. In such event Project Consultant shall not be entitled to any additional payments and may be liable to Owner for any damages or losses incurred or suffered as a result of Project Consultant's failure to properly perform pursuant to the terms of this Agreement. In the event it is later determined that the Owner was not justified in terminating the Agreement for cause, then it shall be deemed to be a termination for convenience pursuant to Article 10.2.1 above, and the Project Consultant's sole compensation shall be compensation in accordance with that paragraph.

10.2.4 Whether or not this Agreement is so terminated, Project Consultant shall be liable to Owner for any damage or loss resulting from such failure or violation by Project Consultant, including, but not limited to, costs in addition to those agreed to herein for prosecuting professional services to completion and delay damages paid or incurred by Owner. The rights and remedies of Owner provided by this paragraph are cumulative with and in addition to any other rights and remedies provided by law or this Agreement.

10.2.5 **Termination Expenses:** Termination Expenses are in addition to compensation for Basic and Supplemental Services, and are full compensation for all damages and expenses which are directly or indirectly attributable to termination. Termination Expenses are applicable only to a termination for convenience by Owner and shall be computed as a percentage of the total compensation for Basic Services and Supplemental Services earned to the time of termination, as follows:

.1 Twenty (20%) percent of the total compensation for Basic and Supplemental Services earned to the date of termination, if termination occurs before or during the schematic design phase; or

.2 Ten (10%) percent of the total compensation for Basic and Supplemental Services earned to the date of termination, if termination occurs during the design development phase; or

.3 Five (5%) percent of the total compensation for Basic and Supplemental Services earned to the date of termination, if termination occurs during any subsequent phase.

10.2.6 **Annulment:** The Project Consultant warrants that no one has been employed or retained other than an employee working solely for the Project Consultant, to solicit or secure this Agreement; and that the Project Consultant has not paid, nor agreed to pay, any company or other person any fee, commission, gift or other

consideration contingent upon the making of this Agreement. For breach or violation of this warranty, the Owner has the right to annul this Agreement without liability.

10.2.7 **Fixed Fees Exceeding $50,000:** For all Fixed Fees or other "lump-sum" fees for professional service Agreements over Fifty Thousand ($50,000) Dollars the Project Consultant shall execute a truth-in-negotiations certificate as in accordance with 287.05 and all required language set forth therein. Requirements of Florida Statute 287.055 (2004), as amended, are incorporated herein by reference.

10.2.8 **Force Majeure:** The Owner's or Consultant's failure to perform any term or condition of this Agreement as a result of conditions beyond its control such as, but not limited to, war, strikes, fires, floods, acts of God, governmental restrictions, power failures, or damage or destruction of any network facilities or servers, shall not be deemed a breach of this Agreement.

10.2.9 **Termination of Scrutinized Companies or False Certification**: SBBC reserves the right to terminate this Agreement in accordance with Section 287.135(5), Florida Statues, if the other party is placed on the List of Scrutinized Companies that Boycott Israel or is engaged in a boycott of Israel; is on the List of Scrutinized Companies with Activities in Sudan; is on the List of Scrutinized Companies with Activities in the Iran Petroleum Energy Sector; or has engaged in business operations in Cuba or Syria. SBBC also reserves the right to terminate this Agreement pursuant to Section 287.135(5), Florida Statues, if the other party is found to have submitted a false certification.

10.3 Project Consultant's Accounting Records and Right to Audit Provisions

10.3.1 Project Consultant's records which shall include any and all records reasonably requested by Owner that relate to performance of services by Project Consultant or Sub-Consultants. Records include but are not limited to information, materials and data of every kind and character (hard copy, as well as computer readable data if it exists), books, papers, documents subscriptions, recordings, estimates, price quotations, agreements purchase orders, leases, contracts, commitments, arrangements, notes, daily diaries, superintendent reports, drawings, receipts, vouchers, monthly, quarterly, yearly or other financial statements, accounting records, payroll time sheets, job cost reports, job cost history, margin analysis, written policies and procedures, all Sub-Consultant files (including proposals of successful and unsuccessful Sub-Consultants, contracts, correspondence), original estimates, estimating worksheets, computer records, disks and software, videos, photography, correspondence, change order files (including documentation covering negotiated settlements), constructability or peer reviews, coordination documents, logs and supporting documentation, general ledger entries, insurance information, and any other supporting evidence necessary to substantiate charges related to this contract (all the foregoing hereinafter referred to as "records") shall be open to inspection and subject to audit and/or reproduction, during normal working hours, by Owner's agent or its authorized representative to the extent necessary to adequately permit evaluation and verification of any invoices, payments or claims submitted by the contractor or any of his payees pursuant to the execution of the contract. Such records subject to examination shall also include, but not be limited to, those records necessary to evaluate and verify direct and indirect costs (including overhead allocations), fees, reimbursable services, etc. as they may apply to costs, matters or items associated with this contract.

10.3.2 For the purpose of such audits, inspections, examinations and evaluations, the Owner's agent or authorized representative shall have access to said records from the effective date of this contract, for the duration of the work, and until five (5) years after the date of final payment by Owner to Project Consultant pursuant to this contract. All costs which the Consultant is unable to provide support or documentation to substantiate that it was incurred as represented by the original estimated breakdown of cost or found not to be in compliance with provisions of this contract, shall be reimbursed to the Owner.

10.3.3 Owner's agent or its authorized representative shall have access to the Project Consultant's facilities, shall have access to all necessary records, and shall be provided adequate and appropriate work space, in order to conduct audits in compliance with this article. Owner's agent or its authorized representative shall give auditees reasonable advance notice of intended audits.

10.3.4 Project Consultant shall require all Sub-Consultants and insurance agents, to comply with the provisions of this article by insertion of the requirements hereof in any written contract Agreement. Failure to obtain such written contracts which include such provisions shall be reason to exclude some or all of the related costs from amounts payable to the Project Consultant pursuant to this contract.

10.3.5 If an audit inspection or examination in accordance with this article, discloses overcharges (of any nature) by the Project Consultant to the Owner in excess of $25,000 the actual cost of the Owner's audit shall be paid by the Project Consultant.

10.3.6 **Public Records:** The following provisions are required by Section 119.0701, Florida Statues, and may not be amended. Project Consultant 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, Project Consultant 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 Statues, or as otherwise provided by law. Project Consultant 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 Project Consultant does not transfer the public records to SBBC. Upon completion of the Agreement, Project Consultant shall transfer, at no cost, to SBBC all public records in possession of Project Consultant or keep and maintain public records required by SBBC to perform the services required under the Agreement. If Project Consultant transfer all public records to SBBC upon completion of the Agreement, Project Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Project Consultant keeps and maintains public records upon completion of the Agreement, Project Consultant 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...

Custodian of Public Records
Requel Bell
600 SE 3rd Avenue
Fort Lauderdale, FL 33312 754-321-1925
requel.bell@browardschools.com

10.4 Ownership of Documents

10.4.1 The Schematic Design and Design Development documents developed under this Contract shall become and be the sole property of the Owner whether the Project for which they were developed is executed or not. The Project Consultant may maintain copies thereof for its records and for its future professional endeavors although the Owner shall bear no liability or any responsibility whatsoever for such use of said documents by the Project Consultant. All or part of the Schematic Design and Design Development documents prepared by the Project Consultant for this project may be used as a prototype for other facilities by the Owner. Any reuse of Schematic Design or Design Development documents developed under this Contract by the Owner or others as permitted by the Owner shall be at the sole discretion of the Owner and at the Owner's sole risk.

10.4.2 Provided the Project Consultant has complied with the terms of this Agreement, construction working drawings, specifications and other documents or materials developed after the completion of the design development phase are and shall remain the property of the Project Consultant whether the Project for which they are made is executed or not.

10.4.3 The Owner shall be permitted to retain copies, including reproducible and electronic media copies, of drawings, specifications and other documents or materials developed after the Design Development Phase for various informational and reference purposes related to management, maintenance and operation of facilities, establishing construction standards, and various other archival functions without limitation and without subsequent notice to the Project Consultant.

10.4.4 The drawings and specifications may be used by the Owner on other projects, or for any other purpose included, but not limited to, for completion of the Project's construction in the event the Project Consultant's services are terminated as per other provisions of this Contract.

10.4.5 Submission or distribution to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of the Project Consultant's rights.

10.4.6 In the event of the Project Consultant's termination under other provisions of this Agreement, the Owner shall receive all original documents prepared to the date of termination and shall have the right to use those documents and any reproductions in any way necessary to complete the Project, or for any other purpose.

10.4.7 In the event Owner requests any such documents or materials referred to in this Article and Project Consultant fails to provide same as requested by Owner, then Project Consultant acknowledges that Owner will be irreparably harmed and subject to an injunction to provide same.

10.4.8 The Owner will not modify or distribute the documents, including electronic media versions, to third parties except for those purposes listed above without the expressed permission and consent of the Project Consultant. The Owner will delete any title blocks or other marks identifying the originating Project Consultant from any materials so distributed. The Owner will indemnify the Project Consultant against any claims that result from the modification of data and disks by the Owner.

10.5 Electronic Media

10.5.1 Where this Agreement or referenced provisions in the Contract Documents require the Project Consultant to provide information or documents in either electronic or magnetic media, the preparation and format of that media shall conform to the Owner's Electronic Media Submittal Requirements (Attachment 3 to this Agreement).

10.6 Attachments and References

10.6.1 The following named attachments are made an integral part of this Agreement:

.1	Attachment 1:	Project Schedule
.2	Attachment 2:	Project Scope
.3	Attachment 3:	Electronic Media Submittal Requirements
.4	Attachment 4:	Project Consultant's Invoice Format, Reimbursable and Supplemental Services Format
.5	Attachment 5:	List of Project Team Members
.6	Attachment 6:	Authorization to Proceed (ATP) Form Professional Services Required Project Schedule Professional Fee
.7	Attachment 7:	Document Submittal Checklist
.8	Attachment 8:	Document 00455 – Background Screening
.9	Attachment 9:	IRS Form W-9
.10	Attachment 10:	Truth in Negotiations Certificate
.11	Attachment 11:	ACH Payment Agreement Form
.12	Attachment 12:	Conflict of Interest Form

10.6.2 Online Documents: The following documents shall be downloaded by the Project Consultant and are considered as Attachments to this Contract:

Design Standards

http://www.broward.k12.fl.us/facilities_construction/DSS/DS_Docs/DesignStandards.htm

- Design Criteria
- Design and Material Standards - Division 1 thru Division 17
- Document Submittal Checklist for Plan Review

http://www.broward.k12.fl.us/constructioncontracts/D0docs.html

- Specifications – Division 0

State Requirements for Educational Facilities (SREF) latest edition

http://www.fldoe.org/edfacil/sref.asp

- F.I.S.H. layering system for AutoCAD: Note: the laying system is not posted on line. It will need to be requested thru:

Facility Planning and Real Estate
600 SE 3rd Ave
Fort Lauderdale, FL 33301
754-321-1932

10.7 Extent of Agreement:

10.7.1 This Agreement represents the entire and integrated Agreement between the Owner and the Project Consultant and supersedes all prior negotiations, representations or agreements, written or oral.

10.7.2 This Agreement may not be amended, changed, modified, or otherwise altered in any particular, at any time after the execution hereof, except by resolution of The School Board of Broward County, Florida.

10.7.3 This Agreement is for the benefit of the parties to the Agreement and is not for the benefit of any other parties nor shall it create a contractual relationship with any other party.

10.7.4 This Agreement shall be governed by the laws of the State of Florida Venue of any action arising out of this Agreement shall be in Broward County, Florida. The parties are encouraged to participate in mediation of any dispute before engaging in litigation.

10.8 Strict Performance:

10.8.1 The failure of either party to insist upon or enforce strict performance by the other party of any of the provisions of this Agreement or to exercise any rights under this Agreement shall not be construed as a waiver or relinquishment to any extent of its rights to assert or rely upon any such provisions or rights in that or any other instance.

10.9 Prompt and Satisfactory Correction:

10.9.1 The Owner, at its sole discretion, may direct the Project Consultant, at no additional cost to the Owner, to promptly and satisfactorily correct any services found to be defective or not in compliance with the requirements of this Agreement or the requirements of any governmental authority, law, regulations or ordinances.

10.10 Successors and Assigns:

10.10.1 The performance of this Agreement shall not be delegated or assigned by the Project Consultant without the written consent of the Owner.

10.10.2 The Project Consultant and the Owner each binds one another, their partners, successors, legal representatives and assigns to the other party of this Agreement and to the partners, successors, legal representatives and assigns of such party in respect to all covenants of this Agreement.

10.11 Certification Regarding Debarment, Suspension, Ineligibility or Voluntary Exclusion:

10.11.1 **Lower Tier Covered Transactions:** Executive Order 12549 provides that, to the extent permitted by law, Executive departments and agencies shall participate in a government-wide system for non-procurement debarment and suspension. A person who is debarred or suspended shall be excluded from Federal financial and non-financial assistance and benefits under Federal programs and activities. Except as provided in ß 85.200, Debarment or Suspension, ß 85.201, Treatment of Title IV HEA participation, and ß85.215, Exception provision, debarment or suspension of a participant in a program by one agency shall have government-wide effect. A lower tier covered transaction is, in part, any transaction between a participant [SBBC] and a person other than a procurement contract for goods or services, regardless of type, under a primary covered transaction; and any procurement contract for goods or services between a participant and a person, regardless of type, expected to equal or exceed the Federal procurement small purchase threshold fixed at 10 U.S.C. 2304(g) and 41 U.S.C. 253(g) (currently $100,000) under a primary covered transaction. A participant may rely upon the certification of a prospective participant in a lower tier covered transaction that it and its principals are not debarred, suspended, proposed for debarment under 48 CFR part 9, subpart 9.4, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. Each participant shall require participants in lower tier covered transactions to include the

following certification for it and its principals in any proposal submitted in connection with such lower tier covered transactions.

10.11.2 **Certification and Disclosure**

.1 The lower tier participant (Project Consultant) certifies, by entering this Agreement, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

.2 Where the lower tier participant (Project Consultant) is unable to certify to any of the statements in this certification, such participant shall provide an explanation to the Owner.

.3 The Consultant warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant to solicit or secure this Agreement and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Consultant any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this agreement. For the breach or violation of this provision, the Owner shall have the right to terminate the Agreement without liability and, at its discretion, to deduct from the fees due and owing to the Consultant, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration. (Ch. 287.055, F.S.)

10.12 Non-Discrimination, EEO, and ADAAA

10.12.1 **Non-Discrimination** - The School Board of Broward County, Florida prohibits any policy or procedure which results in discrimination on the basis of age, color, disability, gender, national origin, marital status, race, religion or sexual orientation.

10.12.2 **Equal Employment Opportunity (EEO)** - 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 the Executive Director, Benefits & EEO Compliance at 754-321-2150 or Teletype Machine (TTY) 754-321-2158.

10.12.3 **Americans with Disabilities Act Amendments Act of 2008** - Individuals with disabilities requesting accommodations under the Americans with Disabilities Act Amendments Act of 2008, (ADAAA) may call Equal Educational Opportunities (EEO) at 754-321-2150 or Teletype Machine (TTY) 754-321-2158.

10.13 Captions

10.13.1 **Captions** – The captions, section numbers, article 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.

10.14 Authority

10.14.1 **Authority Provision:** 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.

10.15 Notice

10.15.1 **Notice Provision:** When any of the parties desire to give notice to the other, such notice must be in writing, sent by US 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 the 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 SE 3rd Ave Fort Lauderdale, Florida 33301
With a Copy to:	Office of Capital Programs 600 SE 3rd Ave Fort Lauderdale, FL 33301 **Attn: Frank Girardi** Executive Director, Capital Programs
With a Copy to:	Office of Capital Programs 2301 NW 26th St Fort Lauderdale, FL 33311 **Attn: Shelley N. Meloni** Director, Pre-Construction Office of Capital Programs And AECOM, Owners Representative 2301 NW 26th St Fort Lauderdale, FL 33311 **Attn: Kathleen Langan** Program Director
To Design Professional:	The Tamara Peacock Company Architects of Florida, Inc. 6500 North Andrew Avenue Fort Lauderdale, FL 33309 **Attn: Tamara Peacock, President**

10.16 Excess Funds

10.16.1 Any party receiving funds paid by The School Board of Broward County, Florida (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.

10.17 Background Screening

10.17.1 **Background Screening.** Project Consultant agrees to comply with all requirements of Sections 1012.32 and 1012.465, Florida Statutes, and that Project Consultant, its agents, subconsultants 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 Project Consultant or its personnel providing any services under the conditions described in the previous sentence. Project Consultant will 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 Project Consultant and its personnel. The Parties agree that the failure of Project Consultant 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.

Project Consultant 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 Project Consultant's failure to comply with the requirement of this Section or Section 1012.32 and Section 1012.465, Florida Statutes in addition to any other indemnification obligations that may be imposed upon Project Consultant pursuant to Article 8 of this Agreement and the laws of Florida.

10.18 Errors and Omissions

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10.18.1 The Project Consultant shall be responsible for any errors, inconsistencies or omissions in the drawings, specifications, and other documents. The Project Consultant will correct the drawings and specifications at no additional design cost to the Owner for any and all errors and omissions in the drawings, specifications prepared by the Project Consultant. The Project Consultant further agrees, at no additional cost, to render assistance to the Owner in resolving problems relating to the design or specified materials.

10.18.2 Deductions may be made from the Project Consultant's Basic Services Compensation on account of errors and omissions in the drawings, specifications and other documents prepared by the Project Consultant or in the Project Consultant's performance of its obligations under this Agreement.

ARTICLE 11 INCORPORATION OF RFQ INTO AGREEMENT

11.1 In addition to those Attachments and References identified and made part of this Agreement in Article 10.6.1, the provisions of RFQ No. 18-135C (the "RFQ") are hereby incorporated into this Agreement. In the event of conflict between the provisions contained in this Agreement and the RFQ, the more stringent provision shall prevail. If this Agreement is silent on an issue that is contained with the RFQ, the provisions of the RFQ shall be followed.

EXHIBIT B to 1st Amendment

NOB HILL ELEMENTARY SCHOOL P.002112

REDLINED VERSION PSA-CMAR to PSA-Hard Bid



PROFESSIONAL SERVICES AGREEMENT

BETWEEN

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

AND

PROJECT CONSULTANT

FOR

ARCHITECTURAL/ENGINEERING SERVICES

THIS AGREEMENT, made this, 10th day of April in the year 2018, by and between **THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA**, hereinafter called the "**Owner**", and:
THE TAMARA PEACOCK COMPANY ARCHITECTS OF FLORIDA, INC.,
hereafter called the "**Project Consultant**" for the following project:

Facility: Nob Hill Elementary
Site No.: 2671
Project Name: SMART Program Renovations
Project No: P.002112

The Owner and Project Consultant agree as follows:

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ARTICLE 1 DEFINITIONS

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1.1 **The Office of Facilities & Construction ("Office" or "OFC"):** The Owner's organizational entity which acts as liaison between the Consultant and Owner and provides day to day management and other professional services on the Owner's behalf. Various members of the Office of Facilities and Construction, acting as representatives of the Owner, will meet with the Project Consultant at periodic intervals throughout the preparation of the Contract Documents to assess the progress of the Work in accordance with approved schedules. Office personnel will also examine documents submitted by the Project Consultant, including invoices, and will promptly render decisions and/or recommendations pertaining thereto to avoid unreasonable delay in the progress of the Project Consultant's work. The Project Manager shall be principally responsible for direct communication to the Project Consultant and the Contractor.

1.2 **The Chief Facilities & Construction Officer, Office of Facilities & Construction:** An employee of The School Board of Broward County, Florida, who has the authority and responsibility for oversight and management of the specific project for the Owner. Referred to hereinafter as the Chief Facilities & Construction Officer.

1.3 **Authorization to Proceed:** A fully executed and approved authorization in the form of Attachment 6 to this Agreement, Authorization to Proceed ("ATP") accompanied by an executed purchase order document issued by the Owner to the Project Consultant, authorizing the performance of specific professional services, authorizing commencement of a Phase as defined in Article 2.1 through Article 2.8, and stating the time for completion and the amount of fee authorized for such services.

1.4 **Basic Services**: Those architectural, engineering and other professional design services defined in Article 2.1 through Article 2.8.

1.5 **Supplemental Services**: Those architectural, engineering and other professional design services defined in Article 2.9.

1.6 **Project Consultant:** The individual, partnership, corporation, association, joint venture, or any combination thereof, of professional architects, engineers or other design professionals properly registered and licensed in Florida, who has entered into a contract with the Owner to provide professional services for development of the design and contract documents for the Work of this Project and provide construction contract administration and warranty services as described in the Project Manual and under this Agreement.

1.7 **Project Scope**: The activities necessary to respond to the Owner's requirements for the Project, including but not limited to the full or partial range of design, bidding and construction support services required to meet the Owner's educational program, construction standards, project construction support requirements, Project Budget and Project Schedule.

1.8 **Project Budget**: The sum, established by the Owner, as available for the entire Project, including but not limited to the construction budget (Fixed Limit of Construction Cost ("FLCC")), land costs, costs of furniture, fixtures and equipment (FF&E), financing costs, compensation for all professional services, costs of Owner-furnished goods and services, contingency allowances and other similar established or estimated costs.

1.9 **Project Schedule**: The Owner's requirements for the progress of design and construction activities associated with the Project characterized by milestones signifying the required completion dates for design phases, construction progress, and other significant project events culminating with the completion of the project, issuance of warranties, Owner's occupancy and use of the new or improved facilities.

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1.10 **The Contract Documents:** The Contract Documents as used herein refer to the Agreement Form, Addenda, Supplementary Conditions, General Conditions, Documents contained in the Project Manual, the Owner's Division 0 and Division 1 documents, Drawings, Specifications, Education Specifications, all modifications thereto, issued before and after execution of the Contract and all Exhibits attached thereto used by the Owner to establish a construction contract with the Contractor. These Contract Documents, and their requirements for the Project Consultant are incorporated by reference into this Agreement.

1.11 **Contractor:** The individual, partnership, corporation, association, joint venture, or any combination thereof, who has entered into a contract with the Owner for construction of schools, administrative and support buildings, or various other types of facilities and incidents thereto.

1.12 **Program Manager:** An entity hired by the School Board of Broward County to execute the delivery of the projects and act as the Owner's Representative.

1.13 **Project Manager:** An employee or designated representative of The School Board of Broward County, Florida, who is assigned by the Chief Facilities and Construction Officer to manage the Project as a direct representative of the Owner.

1.14 **The Project:** The design of new construction, remodeling and/or renovation, and all services and incidents thereto, comprising a structure, structures, facility or facilities as contemplated and budgeted by the Owner.

1.15 **Sub-Consultant:** A person or organization of professional architects, engineers or other design professionals, registered and licensed in Florida, who has entered into an Agreement with the Project Consultant to provide professional services for the project.

1.16 **Superintendent Of Schools:** The duly appointed executive officer of the Owner authorized to act by and through The School Board of Broward County, Florida. Referred to hereinafter as the Superintendent.

1.17 **Fixed Limit of Construction Cost:** The Fixed Limit of Construction Cost, referred to hereinafter as the FLCC, is the total dollar value of the sum of the project's anticipated base bid.

1.18 **Building Code Inspector and Plans Examiners (BCI):** Employees of The School Board of Broward County, Florida, and others designated by the Chief Building Official, who are certified by Florida Statutes 468, 633 and 553 a BCI by the Florida Department of Education to provide plan review, inspections for code compliance and report non-compliant work to the appropriate party.

1.19 **Value Engineering:** Value Engineering (VE) is the creative, organized process of analysis of a project as to cost and/or performance with a focus on analysis of the proposed facility (and its systems, assemblies or components) and the elimination or modification of those features which add cost without contributing to that facility's required function or design value.

1.20 **Constructability:** Constructability is the creative, organized process of reviewing a project's drawings, specifications and other project documentation with a goal of eliminating design, detailing, and specification problems which might render the construction contract documents unbuildable or requiring extensive Addenda or Change Orders to make them buildable.

1.21 **The Project Team-** The Owner, Program Manager, and the Project Consultant, collectively the "Project Team", shall work jointly during the design and through the completion of the warranty phase and shall be available thereafter should additional services be required.

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1.22 **Substantial Completion:** The term Substantial Completion as used herein, shall mean that point at which the Work, or a designated portion thereof, is at a level of completion in substantial compliance with the Contract Documents such that the Owner or its designee can enjoy use or occupancy and can use or operate it in all respects for its intended purpose. In the event the Work includes more than one Phase, the Owner, at its discretion, may set Substantial Completion dates for each Phase and may impose provisions for liquidated damages for each Phase.

1.23 **Chief Building Official, Inspections and Code Compliance:** ("CBO") An employee of The School Board of Broward County, Florida, who has the responsibility for oversight and management of the Building Department, and has the authority and responsibility for issuing Building Permits.

1.24 **Code:** The term Code means: all applicable codes, laws and regulations of each governmental entity, as may be amended from time to time, in effect at the time of execution of this Agreement, including all codes and standards referenced therein, including, but not limited to:, the latest edition of the Florida Building Code (the "FBC"), the latest edition of the Florida Fire Prevention Code, Chapter 1013, applicable Florida Statutes , Rule 14-15.002, F.A.C. Chapter 6A-2.0111, the latest edition of the State Requirements for Educational Facilities the latest edition of Americans With Disabilities Act (ADA), Crime Prevention Through Environmental Design (CPTED), and all other applicable guidelines, rules and regulations

1.25 **Design Criteria:** Owner design requirements for all architectural and engineering disciplines.

1.26 Office of Educational Facilities (OEF): Florida Department of Education's office responsible for State Requirements for Educational Facilities (SREF).

ARTICLE 2 PROJECT CONSULTANT SERVICES AND RESPONSIBILITIES

2.1 Basic Services

2.1.1 The Project Consultant agrees to:

1 Provide complete professional architectural, engineering and/or other professional design services set forth in the six Phases enumerated hereinafter and all necessary personnel, equipment and materials to perform such services;

2 Complete those design services in accordance with the Project Schedule (Attachment 1 to this Agreement).

3 Collaborate and provide expertise in Value Engineering at the end of Phases I (Project Validation and 30% Design Documents), Constructability Reviews at the end of Phases III (50%, 90% and 100% Construction Documents), and provide Statement of Probable Construction Cost at end of each phase, SIT Award Application and other additional basic services as provided in Article 2.1 through Article 2.8.

2.1.2 Standard Of Care: The Owner's engagement of the Project Consultant is based upon the Project Consultant's representations to the Owner that:

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.1 It is an organization of experienced design professionals, registered and licensed to do business in Florida;

.2 It is qualified, willing and able to perform architect and engineer of record services for the Project; and that

.3 It has the past experience and ability to provide design and engineering services for projects of similar size and scope which will meet the Owner's objectives and requirements.

2.1.3 As to all services provided pursuant to this Agreement, the Project Consultant shall furnish services by experienced personnel and under the supervision of experienced professionals licensed in Florida, and shall exercise a degree of care and diligence in the performance of these services in accordance with the customary professional standards currently practiced by firms in Florida and in compliance with any and all applicable codes, laws, ordinances, etc. The Project Consultant shall utilize the same personnel over the course of the Work and shall, if requested by the Owner, replace personnel whom the Owner has found to be incompetent or to whom the Owner otherwise reasonably objects.

2.1.4 As to any and all drawings, plans, specifications or other contract documents or materials provided or prepared by Project Consultant or its Sub-Consultants, the Project Consultant agrees same:

.1 Are sufficiently complete, accurate, and adequate for bidding, negotiating and constructing the Project and are consistent with the Owner's requirements and Owner approved Project Budget and Project Schedule;

.2 Meet the Owner's aesthetic, functional and operational objectives;

.3 Are sufficiently fit and proper for the purposes intended;

.4 Comply with all applicable laws, statutes, rules and regulations, building codes and Owner's guidelines or regulations, which apply to and govern the Project, and

.5 Will, if constructed in accordance with the Project Consultant's Design, result in a complete and properly functioning facility. Any defective drawings, specifications or other document furnished by Project Consultant shall be promptly corrected by the Project Consultant at no cost to Owner, without limitations to other remedies or rights of Owner. Owner's approval, acceptance or use of or payment for all or any part of Project Consultant's services hereunder or of the project itself shall in no way alter the Project Consultant's obligations or Owner's rights hereunder.

.6 Further, any approval of drawings or construction documents by Owner and/or other governmental entities having jurisdiction which do not expressly comment and/or interpret a building code requirement shall not relieve the Project Consultant from its obligations to furnish design services pursuant to the applicable building codes nor be the basis for a waiver defense should Owner accept and/or approve any drawings and/or contract documents wherein an error or omission is not discovered during the design process.

2.1.5 All professional design services and associated products or instruments of those services provided by the Project Consultant shall:

.1 Be in accordance with all applicable codes, laws, rules and regulations of each governmental entity, as may be amended from time to time, in effect at the time of execution of this Agreement, including

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all codes and standards referenced therein, including, but not limited to: the latest edition of the Florida Building Code (the "FBC"), the latest edition of the Florida Fire Prevention Code, Chapter 1013, Florida Statutes, the State Requirements for Educational Facilities ("SREF"), Crime Prevention Through Environmental Design (CPTED), and all other applicable guidelines, rules and regulations

2 Be provided for the benefit of the Owner and not for the benefit of any other party; and

3 Include all of the design services normally required for a project of this type as listed in the Project Scope (Attachment 2 to this Agreement).

4 Notwithstanding any other provisions of this Agreement to the contrary, any substantially affected person may appeal any building code dispute or interpretation of the Chief Building Official of the School Board of Broward County, Florida to the Florida Building Commission as set forth in section 1013.37, Florida Statutes and the FBC, as amended.

2.1.6 The Project Manager shall schedule and conduct a bi-weekly project review meeting with representatives of the Project Consultant throughout Phases I through IV of the Project. At each of these meetings, the Project Consultant and Owner shall review the Project's budget, schedule, and scope along with the Project Consultant's development and progress to date on the respective phases of the Project and any special problems related to the continuing progress of the project. The Project Consultant shall attend weekly meetings during Phase V (Construction) as required elsewhere in this Agreement. For each project review meeting, and as may be otherwise appropriate during any project phase, the Project Consultant shall provide progress sketches and other documents sufficient to illustrate progress and the issues at hand for the Owner's review, which will be made so as to cause no delay to the Project Schedule.

2.1.7 The Project Consultant's services shall conform to Owner's specifications, including but not limited to, Owner's Design and Materials Standards Manuals, Design Criteria, Educational Specifications, Document Submittal Checklist for Plan Review and Owner's Forms for capital projects, provided, however, that in the event of conflict, the provisions of this Agreement shall govern.

1 **Non-Conforming Work:** If the Owner (by way of BCI's or other Owner personnel or consultant) observes or otherwise becomes aware of any fault or defective Work in a project, or other non-conformance with the Contract Documents during the construction phases, the Owner or Program Manager shall give prompt notice thereof to the Project Consultant. However, whether the Owner observes a defect or not, it is the Project Consultant's duty and responsibility to determine whether said Work is defective, faulty, or not in compliance with the Contract Documents. If the Project Consultant determines that the Work is defective, faulty or not in conformance with the Contract Documents, the Project Consultant shall advise the Owner in writing and make recommendations to the Owner concerning correction of the Work. The Owner may then require the Contractor to undertake such corrections as allowed by the Contract Documents. Final determination of whether the Work is defective, faulty or in compliance with the Contract Documents is to be determined by the Owner.

2 **Penalty for Non-Conforming Design Documents:** Should the Project Consultant submit drawings, plans, specifications or other documents or materials for review as required herein that are deemed unacceptable as defined by the terms "Revise and Resubmit" by the plan review authority (Building Department, Design Services Department, Peer Plan Review Consultant), the costs, as solely determined by the Owner, for all subsequent reviews after the second review for that Phase shall be borne by the Project Consultant and the Owner will deduct such costs from the

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Project Consultant's Basic Services Fee.

2.1.8 The Project Consultant shall keep the Owner informed of any proposed changes in requirements or in construction materials, systems or equipment as the drawings and specifications are developed. Proposed changes must be reviewed by the Owner and approved in writing by Owner prior to incorporation into the design or construction documents.

2.1.9 The Project Consultant shall coordinate with Owner by participating and taking a leadership role in, reviewing and commenting on Constructability and Value Engineering studies performed by Owner and attending meetings, where the content of design and construction contract documents will be coordinated and reconciled, scheduled during any phase of the project. In the event Owner accepts recommendations from Value Engineering and Constructability studies, the Project Consultant shall implement same, including providing revised drawings and specifications or other documents. In the event the Owner accepts such a recommendation from the Constructability and/or Value Engineering studies and requires substantial revisions by the Project Consultant, as determined at the discretion of the Owner, these revisions shall be considered Supplemental Services.

2.1.10 **Approval of Documents**: Owner's approval of or comments on any of the documents submitted to Owner by Project Consultant shall not be deemed the approval of or by another governmental authority having jurisdiction over the project and Project Consultant acknowledges that the aforesaid authorities may require modifications of any of the documents submitted by Project Consultant. Subject to Article 2, such modifications shall be made at no cost to Owner.

2.1.11 **Removal of Unapproved Items:** The Project Consultant shall, without additional compensation, modify the Construction Documents as necessary to remove scope items that are:

.1 Not identified in the original Project Scope as set forth in Attachment 2;

.2 Not identified in the Owner-approved Scope Validation Report (the "SVR"); or

.3 Not required by Code in relation to the original Project Scope or SVR

2.2 **PHASE I – Design Documents – 30% Submittal (Owner Review):**

2.2.1 **Project Kickoff -** The Project Consultant shall confer with representatives of the Owner to verify project scope of work and or confirm the Program (as appropriate to the type of project), consisting of a detailed listing of all functions and spaces together with the square footage of each assignable space, gross square footage and a description of the relationships between and among the principal programmatic elements. (If the project needs are so unique that a special analysis of the requirements is necessary to establish a more detailed program, such services may be authorized as Supplemental Services).

2.2.2 **Site Visit -** The Project Consultant shall, prior to commencing Phase I Project Validation activities, receive a fully approved and executed ATP and Purchase order (See 5.2.3), visit and inspect the site to verify if existing conditions conform to those outlined in the scope of work that have been provided by the Owner:

.1 Take photographs and make written documentation, sketches, notes or reports to confirm and record the general condition and age of the existing equipment and site with particular attention to the following building/site elements as appropriate to the Project:

.1 All above ceiling areas.

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2 Power supplies, switch gear, breaker panels, electrical room, electrical vault, transformers and mechanical room.

3 Major components of existing HVAC systems including chillers, cooling towers, air handling units, and primary ductwork runs.

4 Roofing, waterproofing and building envelope systems.

5 Site drainage systems and water retention characteristics.

6 Determine age and condition of fixed equipment.

7 Life safety, fire alarms, public address, generators and emergency lighting.

8 ADA requirements.

2 Site investigations and inspections and access to concealed areas should be non-destructive except where destructive investigations, tests or means of access are authorized in advance by the Owner.

2.2.3 In the event that the Project Consultant believes that the project scope, schedule or budget is not achievable, the Project Consultant shall immediately notify the Owner in writing as to the reasons one or all of them are unreasonable or not achievable immediately upon discovery.

2.2.4 The Project Consultant shall review with Owner alternative approaches to design and construction of the project; site use and improvements; selections of materials, building systems and equipment; potential construction methods; and, if requested, shall make a recommendation among such alternatives.

2.2.5 The Project Consultant, at the end of each design phase, shall submit a completed Plan Review and Document Submittal Checklist to the Owner, adhering to all requirements as set forth in the Checklist and per this agreement.

2.2.6 **Project Validation** – The Project Consultant shall prior to commencing Phase I 30% Design Documents, prepare, submit and present to Owner for approval a **Project Scope and Budget Validation Report**, based on the FBC and SREF requirements for the Design Documents and Schematic Design Studies, including an identification of any special requirement(s) affecting the Project, a Project Development Schedule, and a Statement of Probable Construction Cost, as defined below:

.1 A hardcopy and electronic media copy of a site survey with the following information: the legal description of the site, acreage, points of the compass, contours, overall dimensions, vegetation, trees, hardscape elements, adjacent highways and roads, information about ownership and use of adjacent land, locations of on- and off-site utility connections, utility service point entry locations, parking areas, service areas, play areas, athletic fields, bus loop(s), parent drop off, existing buildings with height, mechanical cooling towers and chillers, floor elevations (related to base flood elevation as shown on Flood Insurance Rate Maps), and use. The site survey will be an update of informational surveys provided by the Owner but shall be prepared on electronic media and submitted in both hard and electronic media formats. (Attachment 3 to the Agreement).

.2 A Preliminary Project Description comprised of a narrative discussion of preliminary material selections, components, assemblies, and systems (including proposed landscape, civil, structural,

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mechanical, and electrical design elements, components and systems) to be used in the project. Coordinate points of service and preliminary service requirements with Florida Power and Light (FPL), telephone, cable TV, water, sewer, storm drainage and other utility services as required by the Project's scope and program. Format Preliminary Project Descriptions to match that specified by the latest edition of the Construction Specification's Institute's "Manual of Practice".

3 Mechanical Requirements Specific to Remodeling and Addition Projects: Provide a listing of capacities for existing HVAC equipment and the available tonnage for the new connected load. Provide a survey of the condition of the existing mechanical equipment.

4 Electrical Requirements Specific to Remodeling and Addition Projects: Provide an electrical load analysis for the existing facility for existing and new loads. Provide a survey of the condition of the existing electrical equipment and the communication equipment room.

5 **A Project Design Schedule:** The Project Consultant shall follow the design schedule as agreed upon during negotiations. Refer to project schedule included in the Project Consultant's attached Proposal. Such schedule shall show activities including but not limited to Project Consultant efforts and Owner reviews and approvals required to complete services. As a condition of payment, Project Consultant will submit with each invoice a copy of the approved schedule showing progress (indicated by percentage complete) as of the invoice cutoff date and a forecast of when each phase of Project Consultant's work will be complete. No subsequent payment shall be made if Project Consultant has not obtained approval of his work schedule, the schedule is not updated, or a forecast is not submitted with each invoice (provided that Owner conducts its review promptly and does not withhold its approval unreasonably). The project development schedules shall set forth in detail the following:

.1 Include all activities required to complete the design phase of the project.

.2 Prepare in a bar chart format, or other format as required by the Owner, which may be further developed and updated for submittal during subsequent phases of the Basic Services.

.3 The Project Consultant shall not be permitted to deviate from the milestones indicated on the Project Schedule without specific written authorization from the Owner (Attachment 1 of this Agreement).

6 **The Statement of Probable Construction Cost:** The Consultant shall submit to Owner for review and approval a Project Validation phase estimate of probable construction cost, itemized by major categories and projected to the expected time of bid.

7 Five (5) copies of a Project Scope and Budget Validation Report, which will be utilized to communicate the scope of services and shall include: Reduced as-built and existing facility construction/design drawings (Site and building plans, elevations, sections, sketch perspectives and miscellaneous diagramming), photographs of massing and building models, a facilities list (including the number of spaces, net/gross square footages, etc.), the Project Development Schedule, and a summary design statement indicating the general design intent, conceptual development, and preliminary material, assembly and system selections. Provide brochure with heavy stock covers and plastic comb or metal spiral binding. Additional copies of the **Project Scope and Budget Validation Report** if required by the Owner will be compensated as a reimbursable service approved in advance by the Owner.

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2.2.7 **Design Documents 30% Submittal:** After receiving approval from Owner and based on the approved Project Scope and Budget Validation report and any adjustments authorized by Owner in the Project Scope, Project Schedule or Project Budget, the Consultant shall prepare, submit and present for review and approval by the Owner, Phase I 30% Design Documents, based on the SREF requirements for schematic drawings. In addition to SREF requirements and information required by the Owner's document submittal checklist for phase I, the documents shall include the following:

1 A site plan showing acreage, points of the compass, scale, contours and general topographical conditions, flood plain elevation and velocity zone, over-all dimensions, adjacent highways, roads, off-site improvements, emergency access, fire hydrants, power transmission lines, ownership and use of adjacent land, walks and paths, vehicle and bike parking areas, accessibility for the disabled, service areas, play areas, athletic fields, bus loop(s), parent drop off, existing buildings and use, location of proposed building(s) and future additions, portable classrooms and other relocatable or temporary structures, community use buildings, phased construction, preliminary soil borings. A statement shall be included on the site plan identifying the FEMA flood plain and velocity zone in which the project is located. The statement shall be signed and dated by the Project Consultant.

2 Evidence, as jointly developed with the Owner, showing that required environmental studies have been completed and sensitive site areas have been identified as required by Florida Law or the Owner or any governmental entity having jurisdiction over the project site.

3 Provide a project manual, plans and drawings consistent with the Plan Review and Document Submittal Checklist requirements for Phase I Design Documents: 30% Submittal.

4 Provide elevations and sections of the building to fully illustrate and indicate the mass and character of the facility including fenestration, openings, walkways, preliminary material selections, and other building features and spatial relationships.

5 Life Cycle Cost Analysis (LCCA) shall be submitted together with plans for review and approval with Phase I/II documents. Office of Educational Facilities' Life Cycle Cost Guidelines for materials and Buildings for Florida's Public Educational Facilities, OEF_LCCA_-_1_Life_Cycle_Cost Analysis form shall be used.

6 **The Statement of Probable Construction Cost:** The Consultant shall submit to Owner for review and Owner's approval a 30% Design phase estimate of probable construction cost, itemized by major categories and projected to the expected time of bid.

7 The Project Consultant shall coordinate with the assistance of the Owner to determine the municipal, county and other jurisdictional agency (such as the South Florida Water Management District, etc.) coordination required for the Project and make applications for site plan and other review as appropriate to this phase of the project. The Project Consultant shall attend and provide representation at all review meetings, workshops, hearings and Commission/Council meetings concerning the project as conducted by any and all other agencies having jurisdiction over the project.

8 The Project Consultant shall submit five (5) copies of all full-size documents required under this Phase, and a completed document submittal checklist, without additional charge, for review and approval by the Owner. The Project Consultant shall not proceed with the next Phase until the completion of all required presentations and reports and receipt of a written Authorization to Proceed with the next phase.

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9 The Project Consultant shall provide presentations of the Schematic Design to the Owner's staff, Design Review Committee and to The School Board of Broward County, Florida, as applicable to CRA projects (New Construction).

2.3 Phase II – Design Development:

Phase II requirements in relation to the State of Florida Department of Education and School Board of Broward County, Building Department, shall be included as part of the Phase III 50% Construction Document submission. All Phase II requirements included in this agreement shall not be submitted as an independent submittal, and shall have no percentage of total fee associated with the development or progress of Phase II requirements.

2.4 Phase III - Construction Documents Development (Owner/Building Department Review:

2.4.1 After receiving approval from Owner and based on the approved Phase I 30% Design Documents and any adjustments in the scope or quality of the project or in the Fixed Limit of Construction Cost authorized by Owner, the Project Consultant shall prepare for approval by Owner and the Florida Department of Education, and in accordance with SREF requirements and the Owner's formats, Final Construction Documents setting forth in detail the requirements for the construction of the Project. The Project Consultant is responsible for the full compliance of the design with all applicable codes.

2.4.2 Provide a project manual, plans and drawings consistent with the Plan Review and Document Submittal Checklist requirements for Phase III Construction Documents: 50% Submittal.

2.4.3 **50% Construction Documents Submittal:** The Project Consultant shall make a 50% Construction Documents submittal, for review and approval by the Owner, which shall include five (5) sets of the following:

1 Updated Florida Energy Efficiency Code for Building Construction (FEEC) compliance forms. Submit five (5) copies signed and sealed by a State of Florida registered design professional with 50% Contract Documents submittal.

2 **Preliminary calculations:** Provide preliminary calculations for structural, mechanical and electrical systems.

3 **Drawings:** These documents shall be 50% construction drawings corresponding to the educational specifications and program requirements illustrating the general scope, scale, and relationship of project components. In addition to Phase I requirements, SREF requirements, and information required by the Owner's document submittal checklist for Phase III 50%, the documents shall include the following (as appropriate to the project):

1 Site Plan(s) and detailing which, in addition to the Phase I requirements, indicate:

1 Spot elevations, based on the civil grading plan, for the perimeter of the new additions, sidewalk, or any other areas pertinent to the drainage of rainwater.

2 Location of storm water service for new additions roof drainage.

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3 Parking lot lighting poles location and type.

4 Final location for manholes, handholes, pull boxes.

5 Layout of underground distribution systems (normal power emergency power, fire alarm, master clock, intercommunication, television, telephone, security, control and spares).

6 Locations of all site improvements, playground and athletic equipment, street furniture, planters and other features.

7 Details of all curbing, typical parking spaces (regular and handican accessible), handicap ramps, bus loop(s), parent drop-off, directional signage, site lighting, flagpole and fence foundations, and any other site conditions pertinent to the scope of work.

8 Plans of new playcourts, tennis courts, tracks, event pads and other pertinent athletic, physical education or recreational areas provided with court markings and detailing for basketball goals, volleyball sleeves, tennis nets, and other playcourt equipment or accessories.

2 A plan to delineate staging areas, site barriers and other area designations to control and separate students, faculty, staff and the public from construction activities and traffic.

3 Landscape plans and detail including a plant list clearly noted and cross referenced, details for shrub and tree plantings, identification of plants and trees to remain, be removed or relocated, and other necessary documentation.

4 Irrigation plans and details delineating the entire area of the project, and addressing necessary connections, alteration, repair or replacement of any existing irrigation systems.

5 **Full floor plans including:**

.1 All dimensions and any cross references explaining the extent of Work, wall types, or other component, assembly or direction regarding the Construction.

.2 Note all chases and delineate all rainwater leaders.

.3 Show structural tie columns and coordinate with the floor plan.

.4 Cross referenced interior elevations.

.5 Delineate and note all built-in cabinetry or equipment.

.6 Identify room (F.I.S.H.) and door numbers with all doors having individual numbers.

6 **Demolition Plans:** Indicate required demolition activities as follows:

.1 Provide separate demolition plan(s) and other drawings (elevations, sections, etc.) as necessary if the scope of work includes demolition which is too excessive to indicate drawings depicting new construction.

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2 Indicate notes on the extent of the demolition: address dimensions at locations where partial walls are being removed or altered, existing room names and numbers, existing partitions, equipment, plumbing, HVAC or electrical elements.

3 Include notes dealing with protection of existing areas as a result of demolition.

4 Delineate any modifications to existing buildings involving structural elements within the structural documents rather than on the architectural.

7 Building elevations developed further than at Phase II and including delineation of building joints (including dimensionally located stucco control joints), material locations, elevation heights, and other building features.

8 Building and wall sections to establish vertical controls and construction types for the Project. Include clear graphics, and notes on construction assemblies and systems to be used, dimensions, heights. Provide associated detailing to delineate solutions for difficult connections. Specify details for any fire walls to be constructed.

9 Reflected ceiling plans indicating ceiling types, heights, light fixture types, mechanical diffuser locations, and sprinkler heads if area is sprinklered. Delineate and detail any dropped soffits or joint conditions between different materials. Ensure coordination with architectural, electrical, mechanical and plumbing disciplines and work of any applicable Sub-Consultants.

10 **Roof plans:**

1 Indicating all roof penetrations, including drains, scuppers, mechanical exhaust fans, any other equipment on the roof, slopes of roof with elevations shown, type of roofing system to be used, expansion joints, typical parapet and flashing details.

2 Dimensions to locate the items noted previously, and cross references shown.

11 Large scale building details as appropriate to this level of document development and as required to establish vertical controls for the Project. Include clear graphics, and notes on construction assemblies and systems to be used, dimensions, heights. Provide associated detailing to delineate solutions for difficult connections.

12 Interior elevations of all classroom designs including cross references of cabinetry details, dimensions and heights, notes indicating type of equipment (and whether equipment is in or out of contract), wall materials, finishes, and classroom equipment and accessories.

13 Details of casework as necessary to appropriately delineate custom or pre-manufactured casework. Provide appropriate schedules referencing manufacturer's numbers or catalogs, finishes, hardware and other construction characteristics.

14 **Details of the following:**

1 Door jamb, head and sill conditions.

2 Wall and partition types.

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3. Window head, sill and jamb conditions, and anchorage methods shown, in lieu of referencing to manufacturer's standards.

4. Interior signage to include classroom and building identification, emergency exiting and equipment signs, and any other items pertinent to the identification of the project. Coordinate with electrical discipline.

5. Interior or exterior expansion control connections.

6. Any other specialized items necessary to clearly express the intent of the project design.

15. Room finish and door schedules coordinated with the floor plans, developed beyond Phase II.

16. Structural foundation and framing plans, with associated diagrams, schedules, notes, detailing and section drawings completed sufficiently to communicate the design intent and coordination with other disciplines.

17. **Mechanical Drawings:**

1. Provide double line duct work layout and HVAC equipment layout drawings with related diagrams and schematic diagrams, schedules, notes, detailing and section drawings completed sufficiently to communicate the design intent and coordination with other disciplines.

2. Provide plumbing equipment and fixture layout drawings with related diagrams, schedules, notes, detailing and section drawings completed sufficiently to communicate the design intent and coordination with other disciplines.

3. Provide 1/2 inch scale plans, elevations and sections of the mechanical rooms showing service clearance, room openings, nominal equipment size, ceiling height, duct clearance between bottom of joist and top of ceiling and any ceiling mounted lighting fixtures, electrical equipment or other building assembly or component, etc.

18. **Electrical:** Provide drawings for the following systems:

1. Lighting including circuiting and luminaire identification and switching. Also provide illuminance computer printout for all indoor typical indoor spaces and parking lots.

2. Convenience outlets and circuiting, special outlets and circuiting, television outlets, and power systems and equipment. Provide riser diagrams for all electrical systems including master clock, intercom, fire alarm, ITV, computer networking/telephone. Also, provide for emergency and normal power distribution. Provide luminaire schedule.

3. Panel schedule may be in preliminary form but circuitry must be included.

4. Applicable installation details.

5. General legend and list of abbreviations.

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6 Voltage drop computation for all main feeders.

7 Short circuit analysis

8 Provide 1/2" scale floor plan and wall elevations for all electrical rooms.

9 Indicate surge protector for main switchboard and electrical panels.

4 **Progress specifications:**

1 Provide preliminary Project Manual including front end documents. Completion of fill-in items in Bidding documents and other "Division 0" documents is not required.

2 Provide a preliminary Division 1 based upon the standard documents provided by the Owner, and edited by the Project Consultant after consultation with the Owner to establish project specific requirements.

3 Include progress set of all other Sections in Divisions 2-17 with each section developed to demonstrate to the Owner an understanding of the project and an appropriate level of developmental progress comparable to that of the drawings.

4 Specification sections shall be organized to follow the Construction Specification Institute's (CSI) current edition of MasterFormat with each section developed to include CSI's standard 3-part section and page formats with full paragraph numbering.

5 An updated Project Design Schedule, reflecting continued Project development and illustrating anticipated schedules for all subsequent project activities including permitting and submittal coordination with all agencies having jurisdiction on the Project. Format updated schedule as a Bar Chart (Gantt Chart) type schedule with milestones.

6 Colorboards illustrating color selections, finishes, textures and aesthetic qualities for all finish materials for final review and approval by the Owner and to establish a final pallet of material selections for development of subsequent specifications, schedules and other requirements for incorporation into the Contract Documents.

7 A letter from the Project Consultant and each of the major technical disciplines and any necessary Sub-Consultants or explaining how each previous comment concerning the project has been addressed and/or corrected.

2.4.4 **90% Construction Documents Submittal (Owner Review):**

1 Upon receipt of written approval of the Phase III 50% Construction Documents, the Project Consultant shall proceed with the rest of Phase III Construction Documents.

2 Upon 90% completion of the Construction Documents, the Project Consultant shall submit to the Owner five (5) copies of check sets of the Drawings, Specifications, reports, programs, a final up-dated Project Development Schedule, a final up-dated Statement of Probable Construction Cost and such other documents as reasonably required by Owner. The 90% construction documents shall conform to SREF requirements, all mandatory requirements cited by the Florida Department of Education (or the designated reviewer) and those listed below.

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3. All documents for this phase shall be provided in both hard copy and in electronic media. The 90% Construction Document Submittal shall consist of all required documents, project manuals, calculations, floor plans and drawings required by the industry "standard of care", district requirements, Department of Education requirements, and School Board of Broward County Building Department requirements. The Project Consultant shall submit all documents to the Owner for review and approval prior to submitting to the Building Department for review and permit.

4. Written approval of the Phase III 90% Construction Documents shall consist of close-out of all Plan Review Comments produced in Phase I 30% Submittal, Phase III 50% Submittal, and Phase III 90% Submittal. The Project Consultant shall be responsible to ensure the submittal includes all the requirements and responses to comments of these design phases. Project Consultant shall resubmit 90% Construction Documents with requirements and responses to close-out design review comments prior to proceeding if the above requirements are not met.

5. The following Phase III contract documents shall be included with the Phase III submittal:

   1. "Project Transmittal Form" as required by the Facilities and Construction Management Division's Design Section.

   2. OEF form 110 (a) "OEF Project Implementation Information", for review prior to Building Department submission.

   3. OEF form 208 "OEF Project Transmittal Form", for review prior to Building Department submission.

   4. OEF form 208 (a) "OEF Space Chart Form" formatted to follow the sequence of spaces listed in the SREF Size of Space and Occupant Design Criteria Table, for review prior to Building Department submission.

   5. **General Requirements.**

      1. **Signed and Sealed/Statements of Compliance:** Only complete documents, properly signed and sealed by the Project Consultant and respective Sub-Consultants, will be accepted for review; in addition, these documents shall contain a statement of compliance by the architect or engineer of record that "To the best of my knowledge and belief these drawings and the project manual are complete, and comply with the State Requirements for Educational Facilities and all applicable and referenced building codes".

      2. When requested by the Owner, engineering calculations for mechanical, electrical, and structural systems shall be submitted separately from drawings and the project manual.

   6. **Drawings.** These documents shall be **90% Construction documents shall be expected to be at a level of completion of 100% construction documents for Owner review** corresponding to the educational specifications and program requirements illustrating the general scope, scale, and relationship of project components. In addition to Phase III 50% requirements, SREF requirements and information required by the Owner's document submittal checklist for phase III 90%, the documents shall include the following:

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1. Site plans including, but not limited to, area location map, legal description of property, demolition, excavation, utilities, finish grading, landscaping, mechanical, electrical, civil/structural, and architectural site plans.

2. Plans and details including, but not limited to:

   1. Title sheets including listing of Project Consultant, Program Manager, School Board of Broward County, a table of contents and statement of compliance by the architect or engineer of record. Each discipline shall have a list of abbreviations, schedule of material, indications, and schedule of notations and symbols at the beginning of their section of the plans.

   2. Architectural sheets including floor plans, door, window and finish schedules, roof plans, elevations, sections, and details.

   3. Civil/Structural sheets including paving; bus loops; parent drop; service drive; parking; drainage; foundation plans; floor plans; roof plans; structural plans; sections; details; and, pipe, culvert, beam and column schedules.

   4. Mechanical sheets including floor plans; sections; details; riser diagrams; kitchen exhaust hoods; and, equipment, fan, and fixture schedules.

   5. Electrical sheets including floor plans; sections; details; riser diagrams; and, fixture and panel schedules.

   6. The drawings shall include the FEEC/LCCA analysis as required by SREF.

7. **Project Manual.** The Project Consultant, in its leadership capacity, shall review and coordinate with the Owner regarding the preparation of the following:

   1. The necessary bidding information, the bidding forms, the conditions of the contract and Division 1 with respect to the foregoing documents and regarding any other Agreements necessary for construction of the project. However, in no case will Project Consultant amend or delete items from these documents without prior review and written approval from Owner.

   2. A project specific set of Division 1 specifications based upon master documents provided by the Owner, including all schedules, lists and inventories as required to complete the Owner's master documents including Contractor's Submittal schedules, warranty schedules, salvage schedules, preliminary construction schedule, etc.

   3. Final specification sections for Divisions 2 through 17 organized and formatted as required for the set of Phase III, 50% progress specifications.

   4. Approved alternate bid items, if required and authorized by the Owner, to bring the project within the Fixed Limit of Construction Cost (FLCC) which would permit Owner in its sole discretion, to accept or reject portions of the construction of the project. No additional compensation shall be provided for bid alternates if they are part of the original scope of work.

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8 A threshold building inspection plan, prepared by the Project Consultant, and the name of a certified threshold building inspector, as set forth in Section 553.79(5), Florida Statutes (2004) as amended from time to time, shall be submitted to the Owner and the Department of Education (as applicable) for review and approval with Phase III documents. Threshold building inspection plan documents shall be submitted for:

1 Any building greater than three (3) stories or fifty (50) feet in height, or,

2 Any building with an assembly space that exceeds five thousand (5000) square feet in area, and an occupant load of five hundred (500) or more persons.

9 An Updated Statement of Probable Construction Cost as indicated by time factor, changes in requirements, or general market conditions.

10 A letter from the Project Consultant and each of the major technical disciplines and any necessary Sub-Consultants explaining how each previous review comment (as generated by the Owner and/or other reviewing agencies) concerning the project has been addressed and/or corrected.

6 The Project Consultant shall make best efforts to design the project to be within the Fixed Limit of Construction Cost (the "FLCC") established by Owner. If the Latest Statement of Probable Construction Cost exceeds the Fixed Limit of Construction Cost for construction, the Project Consultant shall review the materials, equipment, component systems and types of construction included in the Contract Documents with the Owner and may recommend changes in such items and/or reasonable adjustments in the scope of the Project (to be made at no additional cost to the Owner). If the Project Consultant can demonstrate that it is unable to design the project to be within the FLCC, the Owner, in its sole discretion, may either increase the FLCC, direct the Project Consultant to modify and/or revise the Project Scope to bring the project within the FLCC, or cancel the project. If the Owner directs the Project Consultant to modify and/or revise the project scope, the Owner shall negotiate additional compensation to be paid to the Project Consultant for such services in accordance with Article 5.2.2.

7 The Project Consultant shall make all required changes or additions and resolve all questions on the documents. The 100% complete Check Set shall be returned to the Owner. Upon final review and approval by the Owner the Project Consultant shall furnish five (5) copies, signed and sealed of all Drawings and Specifications to the Owner without additional charge.

8 Staff from each of the Project Consultant's major technical disciplines and Sub-Consultants as necessary shall attend coordination, review and presentation meetings with the Owner to explain the development of the design concept and technical resolution of their respective building or site systems for both the Phase III - 50% and Phase III - 90% Submittals.

9 The Owner's review and approval of the drawings, specifications, calculations and other construction documents shall not relieve the Project Consultant of any responsibility for their accuracy, adequacy and completeness.

2.4.4 The Project Consultant shall make all changes to the documents as required by the Owner's review of the documents by issuing a written recommendation to the Owner, at no additional cost and resolve initially all questions of constructability, code compliance, coordination across disciplines, clarity of documents,

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compliance with Owner standards, or other issues raised by the Owner during their reviews of the documents. The Owner will retain the documents submitted at this phase.

2.4.5 100% Construction Documents Submittal (Permit Review).

1 Upon receipt of written approval of the Phase III 90% Construction Documents, the Project Consultant shall submit 100% Construction Documents to the Broward County Public Schools Building Department, in accordance with Building Department required submittal procedures.

2 The Project Consultant shall submit one (1) copy of the 100% Construction Documents to the Project Manager at the time of Building Department submission. Submission to include Construction Document plans, Specifications, reports, programs, a final up-dated Project Development Schedule, a final up-dated Statement of Probable Construction Cost and such other documents as reasonably required by Owner. The 100% construction documents shall conform to SREF requirements, all mandatory requirements cited by the Florida Department of Education (or the designated reviewer) and those listed below.

3 All documents for this phase shall be provided in both hard copy and in electronic media. The following Phase III contract documents shall be included with the Phase III submittal:

1 "Project Transmittal Form" as required by the Facilities and Construction Management Division's Design Section.

2 OEF form 110 (a) "OEF Project Implementation Information".

3 OEF form 208 "OEF Project Transmittal Form".

4 OEF form 208 (a) "OEF Space Chart Form" formatted to follow the sequence of spaces listed in the SREF Size of Space and Occupant Design Criteria Table.

5 **Project Manual.** The Project Consultant, in its leadership capacity, shall review and coordinate with the Owner regarding the preparation of the following:

.1 The necessary changes to bidding information, bidding forms, conditions of the contract and Division 1 in response to Phase III 100% Construction Documents. This may include, but is not limited to, required changes in the Construction Documents in response to the Building Department permitting process, changes to bidding/award and construction schedules, project specific Division 1 thru 17 changes, and required alternate bid items. However, in no case will Project Consultant amend or delete items from these documents without prior review and written approval from Owner.

4 **Record Set.** This submittal is the official record set and shall be the bid documents.

5 The Project Consultant shall, with the Owner's assistance, file the required documents for approval by governmental authorities having jurisdiction over the Project (including Broward County and municipalities and their constituent departments, the South Florida Water Management District, and other state, local or federal agency with jurisdictional authority over some aspect of the Project) and obtain certifications of "permit approval" by reviewing authorities prior to the commencement of Phase IV and early enough to ensure that the eventual contractors is not delayed by permit processing by Broward County, a municipality or other jurisdictional agency. The Project

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Consultant shall provide the original documents or reproducible copies as may be required for submittal to any and all governmental authorities. The Project Consultant shall attend and provide representation at all review meetings, workshops, hearings and Commission/Council meetings concerning the project as conducted by other jurisdictional agencies. Project Consultant shall assure the Owner that all mandatory requirements are complete prior to the bidding, included, but not limited to, those that may have a financial impact on the Project.

2.5 Phase IV - Bidding and Award of Contract

2.5.1 **Bid Documents Approvals and Printing:** Upon all necessary approvals of the Construction Documents, and review and approval by the Owner of the latest Statement of Probable Construction Cost, the Project Consultant shall assist Owner in obtaining bids and awarding construction contracts. The Project Consultant will provide reproductions of the drawings and specifications for bidding purposes at no additional cost to the Owner.

2.5.2 The Owner will issue the Bid Documents to prospective bidders and keep a complete "List of Bidders."

2.5.3 The Project Consultant shall render initial interpretations and clarifications of the drawings and specifications in a written format, supplemented by appropriate graphics. The Owner shall make all final determinations and/or interpretations as it relates to building code issues.

2.5.4 The Project Consultant shall attend a pre-bid conference as requested by the Owner.

2.5.5 The Project Consultant shall prepare addenda, if any are required, for the Owner to issue to all prospective bidders. No addenda shall be issued without the Owner's approval and if dimensional changes or extensive graphic changes are required the drawing sheets shall be revised and issued as addendum drawings as directed by Owner.

2.5.6 The Project Consultant shall be present at the opening of bids with the Owner's staff.

2.5.7 The Project Consultant shall participate with Owner in evaluating the bids and shall provide a written recommendation for bid award.

2.5.8 If the lowest responsive Base Bid received exceeds the Fixed Limit of Construction Cost the Owner will either:

.1 Approve the increase of Project costs and award a contract or,

.2 Reject all bids and rebid the Project within a reasonable time with no change in the Project.

.3 Direct the Project Consultant to revise the Project scope or quality, or both, as approved by the Owner, and rebid the Project, or

.4 Suspend or abandon the Project, or

2.5.9 Under Article 2.5.8.3 above, if exercised by Owner, the Project Consultant shall modify the Construction Documents as necessary to bring the project within the original or revised Fixed Limit of Construction Cost (FLCC), as established by Owner. Owner shall negotiate additional compensation to be paid to the Project

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Consultant for such services in accordance with Article 5.2.2.

2.5.10 If an estimate or cost analysis is required by the Owner for this phase, the Project Consultant shall utilize the previously established independent cost estimator or a replacement acceptable to the Owner to analyze bids and to assist in the preparation of any modified bidding documents or re-bid documents that may be required to ensure successful bidding within the Fixed Limit of Construction Cost.

2.6 Phase V - Administration of the Construction Contract:

2.6.1 The Construction Administration Phase will begin with the award of the Construction Contract and will end when the Contractor's final Payment Certificate is approved by the Owner and after the one (1) year warranty period has expired. During this period, the Project Consultant shall provide Administration of the Construction Contract as set forth in the construction contract documents (hereafter referred to and defined as the "Contract Documents") between the Owner and the Contractor, as basic services.

2.6.2 The Project Consultant, as a representative of the Owner during the Construction Phase, shall advise and consult with the Owner within the limits established by this Agreement and the Contract Documents. The Project Consultant shall contemporaneously provide Owner with copies of all communications between Project Consultant and others concerning matters material to the cost, time, sequence, scope, performance or requirements of the project.

2.6.3 The Project Consultant and the Project Consultant's respective Sub-Consultants shall attend all key construction events as necessary to ascertain the progress of the Project and to determine in general if the Work is proceeding in accordance with the Contract Documents and the Project Schedule. A minimum of at least one site visit per week will be required by the Project Consultant. The Sub-Consultant will be required to visit the site at least once a week when their respective portion of the work is in progress.

1 The Project Consultant shall visit the site at least once per week to become familiar with the progress and quality of the Work and to determine if the Work is proceeding in accordance with the Contract Documents and Project Schedule. The Project Consultant shall coordinate the timing of these visits with the Owner's Representative so as to permit joint observations of the progress of the Work and discussions about project issues. On the basis of on-site observations as a Consultant, the Project Consultant shall keep Owner informed of the progress and quality of the Work. The Project Consultant shall promptly submit to Owner a detailed written report of the results of each visit to the site, and copies of all field reports and notes of meetings with contractor, subcontractors of any tier or suppliers.

2 The Project Consultant shall, based upon its on-site visits, promptly report to Owner any defects and deficiencies in the Work coming to the attention of Project Consultant and shall endeavor to guard the Owner against defects and deficiencies in the Work. This obligation is not reduced or limited by the fact that others, such as the UBCI, are undertaking inspection for or on behalf of the Owner. The Project Consultant shall make on-site observations utilizing the same personnel over the course of the Work. The Project Consultant shall assist the Owner in determining the cost of additional inspections due to the Contractor's failure to perform. Any changes in personnel must be in writing and issued to the Owner.

3 The Project Consultant shall not have control over or charge of and shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work.

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2.6.4 The Project Consultant shall at all times have access to the Work wherever it is in preparation or progress. The Project Consultant and the Sub-Consultants shall review and advise the Owner as to whether the Contractor is making timely, accurate, and complete notations on the "Project Record Documents" and maintaining various other administrative records as required by the Contract Documents. In addition, the Owner may at its discretion require the Project Consultant and all Sub-Consultants to submit additional written materials or forms to the Owner relating to or regarding the Project or its progress. Complete notations to the "as built" drawings shall include, but not be limited to all changes due to RFI's, ASI's, COD's, and CO's, in addition to the changes recorded by the Contractor, as noted above.

2.6.5 The Project Consultant shall initially interpret matters and provide recommendations concerning performance of Owner and Contractor under the requirements of the Contract Documents upon written request of Owner. The Project Consultant's response to such requests shall be made with reasonable promptness and within any time limits agreed upon. The Project Consultant shall render written advisory decisions only upon the Owner's request within a reasonable time on all claims, disputes and other matters in question between Owner and Contractor relating to the execution or progress of the Work or the interpretation of the Contract Documents.

2.6.6 All initial interpretations and advisory decisions of the Project Consultant shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. In the capacity of interpreter, the Project Consultant shall endeavor to secure faithful performance by both the Owner and Contractor, and shall not show partiality to either. The Owner shall be the final interpreter of any and all matters pertaining to the performance of the Project Consultant and Contractor.

2.6.7 The Project Consultant shall have authority to recommend rejection of Work which does not conform to the Contract Documents. The Project Consultant shall not have authority to stop the Work without approval of the Owner. Whenever, in the Project Consultant's reasonable opinion, it is necessary or advisable for the implementation of the intent of the Contract Documents, Project Consultant may recommend special inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is to be fabricated, installed or completed, but Project Consultant shall take such action only after consultation with Owner. The Project Consultant's monitoring of such additional special testing or inspections is a part of the Basic Services. Owner shall furnish all such tests, inspections and reports that are required by law or by the Contract Documents or that it has previously approved in writing, without waiving its right to reimbursement from Contractor. However, neither this authority of the Project Consultant nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty of responsibility of the Project Consultant to Contractor or other third parties performing portions of the Work.

2.6.8 The Project Consultant shall promptly review, and take other appropriate action upon Contractor's submittals such as shop drawings, product data and samples, but only for conformance with the design concept of the Contract Documents. Such action shall be taken within fourteen (14) days of receipt by Project Consultant unless Owner and Project Consultant otherwise mutually agree. Project Consultant's review shall not constitute review or approval of safety precautions or of construction means, methods, techniques, sequences or procedures. Project Consultant shall maintain a log of all submittals made and shall compare the submittals with Contractor's progress schedule. The Consultant shall not approve changes to the contract or substitutions through the regular submittal process but will utilize those respective methods specified in the Contract Documents. The Project Consultant shall be compensated for reviewing re-submittals after the first re-submittal of a respective submittal as a reimbursable expense with the Owner reimbursed by the Contractor under provisions of the Contract Documents.

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2.6.9 The Project Consultant shall coordinate with the Owner concerning the Owner's required review of Request for Proposals, Change Orders and Construction Change Directives. The Project Consultant shall:

.1 Meet with the Owner prior to the preparation and execution of Request for Proposals, Contingency Use Directives and Change Order items to ensure that proposed changes comply with the intent of the Project's scope and construction schedule and whether the Contractor is entitled to additional sums or contract time for the proposed Work.

.2 Reconcile the Project Consultant's analysis of Request for Proposals, Contingency Use Directives and Change Order amounts with an analysis provided by Owner's chosen independent cost estimator and provide the Owner with a recommendation concerning the respective cost studies.

.3 Submit written and graphic information documenting proposed changes for formal review by the Owner.

.4 Review and indicate concurrence through signing Request for Proposals for Owner's authorization in accordance with the Contract Documents, shall have authority to order minor changes in the Work not involving an adjustment in the contract sum or an extension of the contract time and which are not inconsistent with the intent of the Contract Documents. Such minor changes shall be implemented through an Architect's Supplemental Instructions (ASI) issued through Owner. The Basic Services shall include providing recommendations concerning Request for Proposals, Contingency Use Directives and Change Orders, and the preparation, permitting and processing of Request for Proposals, Change Orders and Construction Change Directives. This Article shall not supersede Articles 2.9.1.14 or 2.9.1.16.

.5 Process, prepare and issue contract modification documents, Request for Proposals, Contingency Use Directives and Change Orders, in a timely manner and not allow the period required for evaluation, preparation or to issue such documents to exceed fourteen (14) days. The Project Consultant shall provide written notification to the Owner concerning those modification documents requiring more than fourteen (14) days processing time with an attached explanation of the circumstances requiring longer processing time.

.6 All final decisions with respect to substitutions, Request for Proposals, Change Orders, and other contract modifications shall be at the sole determination of the Owner.

2.6.10 The Project Consultant shall conduct thorough site observations, make recommendations and otherwise assist Owner in determining the dates of Substantial Completion and Final Completion, shall review, approve and forward to Owner for Owner's review written warranties and related documents required by the Contract Documents and assembled by Contractor, and shall certify a final certificate for payment. At substantial completion, the Project Consultant shall prepare a punch list of observed items requiring correction, completion or replacement by Contractor. The Project Consultant shall administer the Contractor's submittal of various closeout submittals including warranty documents, operations and maintenance materials, extra materials, and other closeout submittals as required by the Contract Documents. The Project Consultant and the Sub-Consultants shall verify and confirm the Contractor's successful demonstration of equipment and systems and the training of the Owner's personnel as required by the Contract Documents. Project Consultant shall inspect the Project upon final completion to determine compliance with the Contract Documents and, upon so determining, prepare and execute the required forms and other documents indicating that the Work is completed in compliance with the Contract Documents.

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2.6.11 The Project Consultant shall within sixty (60) days of final acceptance provide the Owner with prints and electronic media copies of the original drawings, which the Project Consultant has revised to conditions based on information furnished by the Contractor as Project Record Documents. These prints and electronic media copies shall become the property of the Owner. Submittal of these documents to the Owner is a condition of final payment of construction support fees to the Project Consultant.

2.6.12 The Project Consultant shall assist Owner in determining amounts owing to Contractor based on observation at the site and an evaluation of Contractor's applications for payment and shall certify Certificates for Payment of such amounts as provided in the contract documents and in such forms as the Owner may request. The certification of the Certificate for Payment shall constitute the representation by Project Consultant to Owner based on Project Consultant's observation at the site and the data comprising Contractor's applications for payment, that the work has progressed to the point indicated; the quality of the work is in substantial accordance with the contract documents (subject to an evaluation of the work for substantial conformance with the contract documents upon substantial completion, to the results of any subsequent test by or performed under the contract documents, to minor deviations from the contract documents cited prior to completion, and to any specific qualification stated in the Certificate for Payment), and that the Contractor is entitled to the amount certified. However, the certification of the Certificate of Payment shall not be a representation that Project Consultant has made any examination, other than information which has come to Project Consultant's attention, to ascertain how and for what purpose Contractor has used the monies paid by the Owner.

2.7 Phase VI - Warranty Administration:

2.7.1 Upon receiving approval following one year after substantial completion of the construction project, the Project Consultant shall assist Owner, without additional compensation, in securing correction of defects, and shall, in the sixth and eleventh months make inspections of the project with the Owner and report observed discrepancies to Owner.

2.8 Other Basic Services:

2.8.1 The Project Consultant shall render to Owner without additional compensation, any proper and reasonable assistance which Owner may require as a result of any claim or any action brought relating to Project Consultant's services. Preparation of detailed analysis or documentation (if requested by Owner) shall be a supplemental service under Article 2.9.1.21 with a fully approved and executed ATP and Purchase order (See 5.2.3).

2.9 Supplemental Services

2.9.1 The services listed below are normally considered to be beyond the scope of Basic Services as defined in this Agreement, and if authorized in advance by having received a fully approved and executed ATP and Purchase order (See 5.2.3), will be compensated for as provided under Articles 5.7 and 6.2:

.1 Providing special analyses of the Owner's needs, and special detailed programming requirements for a project.

.2 Providing financial feasibility, or other special studies.

.3 Providing planning surveys, site evaluations, or comparative studies of prospective sites.

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4 Providing services relative to future facilities, systems and equipment which are not intended to be constructed as during the construction phase.

5 Providing services to make measured drawings of the existing site or facilities.

6 Providing the services of a cost estimating firm beyond the services required during Phases I-III to verify cost of the work as designed. The choice of the firm, qualifications of the firm and the terms of employment of the firm shall be approved in writing in advance by the Owner.

7 Providing interior design services required for or in connection with the selection of furniture or furnishings, except equipment included in the Construction Contract and identified in the educational specifications.

8 Providing investigations and making detailed appraisals and valuations of existing facilities, and surveys or inventories required in connection with construction performed by the Owner.

9 Providing the services of one or more full-time Construction Inspector during construction; including the services of a Special Threshold Inspector.

10 Providing extended assistance beyond that provided under Basic Services for the initial start-up, testing, adjusting and balancing of any equipment or system; extended training of Owner's personnel in operation and maintenance of equipment and systems, and consultation during such training; and preparation of operating and maintenance manuals, other than those provided by the Contractor, subcontractor, or equipment manufacturer.

11 Providing consultation concerning replacement of any Work damaged or built inconsistent with the Contract Drawings, providing the cause is found by the Owner to be other than by fault of the Project Consultant.

12 Providing consultation concerning replacement of any Work damaged by fire or other cause during construction, and furnishing services as may be required in connection with the replacement of such Work.

13 Preparing revisions of Schematic Design, Design Development, and Construction Document Phase Documents previously approved in writing by Owner, when so directed in writing by Owner, provided, however, that no compensation for Supplemental Services shall be paid for revisions which may be required when due to errors or omissions by the Consultant or when due to the fact that the lowest Bona Fide construction bid exceeds the "fixed limit of construction cost".

14 Providing services made necessary by the default of the Contractor, or any major unanticipated defects or deficiencies in the Work of the Contractor or any subcontractor not attributable in any way to an Error and/or Omission of the Project Consultant.

15 Preparing change orders and related documents provided the changes are significant changes (whether increases or decreases) in the scope of the project and are requested by the Owner and not for any changes due to any other reasons such as error or omission of the Project Consultant.

16 Providing revisions in drawings, specifications or other documents required by the enactment or revision of codes, laws or regulations subsequent to the preparation of such documents.

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17 Preparing to serve or serving as an expert witness in connection with any public hearing, arbitration proceeding or legal proceeding.

18 Providing services after certification to the Owner of that Final Certificate for payment, and said payment has been made to the Contractor except those services that are a result of errors, omissions or conflicts in documents prepared by the Project Consultant or are warranty related services.

19 Review of extensive claims by the Contractor or others relating to the Project. However, there shall be no additional charges to Owner from Project Consultant in the event the claims are not extensive or in the event the claims are determined by the Owner to be based upon the failure of the Project Consultant or Sub-Consultant to properly perform its services or to comply with the provisions of this Agreement.

ARTICLE 3 SUB-CONSULTANTS

3.1 Sub-Consultants' Relations

3.1.1 All services provided by the Sub-Consultant shall be pursuant to appropriate Agreements between the Project Consultant and the Sub-Consultants which shall contain provisions that preserve and protect the rights of the Owner and the Project Consultant under this Agreement. All such Agreements shall provide that the Project Consultant may assign or transfer to Owner any and all claims or causes of action which the Project Consultant has or may have against a Sub-Consultant as a result of or relating to any acts of omission or commission of that Sub-Consultant.

3.1.2 Nothing contained in this Agreement shall create any contractual relationship between the Owner and the Sub-Consultants. However the Project Consultant is at all times liable for any and all negligent acts of omission or commission of its Sub-Consultants relating to or regarding this Agreement or the Project which is the subject of this Agreement. The Owner may, at any time, require the Project Consultant to assign or transfer to the Owner any claims or causes of action which Project Consultant has or may have against one or more of its Sub-Consultants as it relates to these contract obligations regarding or relating to this Project. Upon such request, the Project Consultant shall execute a written assignment or transfer in a form to be provided by the Owner. In the event the Owner requires the Project Consultant to assign or transfer said claims or causes of action then the Owner agrees to indemnify and hold the Project Consultant harmless from any claim or cause of action brought by a Sub-Consultant against the Project Consultant directly related to the claim of cause of action brought by the Owner against a Sub-Consultant as a result of such assignment.

3.2 Proposed Sub-Consultants

3.2.1 The Project Consultant proposes to utilize the following Sub-Consultants:
Per Attachment 5 (Project Team Members)

3.2.2 The Project Consultant shall not change any Sub-Consultant without written prior approval by the Owner.

3.2.3 The Project Consultant, not later than ten (10) calendar days after the date of this Agreement, shall submit a list of contact information for Sub-Consultants which includes contact names, firm addresses, phone and fax numbers and internet (or other internet e-mail service provider) e-mail addresses.

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ARTICLE 4 THE OWNER'S RESPONSIBILITIES

4.1 Information, Documents, And Services

4.1.1 Owner shall consult with Project Consultant and provide such information regarding requirements for the project, including a Project Scope, Budget and Schedule which shall set forth Owner's contemplated design objectives, constraints and criteria, including educational specifications, facilities lists, space requirements and relationships, flexibility and expandability, special equipment and site requirements as are reasonably necessary for Project Consultant to perform its services.

4.1.2 The Owner shall furnish a legal description and a certified land survey of the site. When possible, the Owner shall supply the certified land survey in hardcopy and electronic media formats. The certified land survey shall provide boundary dimensions, locations of existing structures and/or trees, the grade and line of street, pavement and adjoining properties, the rights, restrictions, easements, boundaries, topographic data and information relative to sewer, water, gas and electrical services.

4.1.3 Owner shall furnish the services of soil engineers or other consultants if such services are necessary and requested in writing by Project Consultant. Such services may include test borings, test pits, soil bearing values, percolation tests, air and water pollution tests, ground corrosion and resistivity tests, including necessary operations for determining subsoil, air and water conditions, tests for hazardous materials, chemical, mechanical, structural or other tests with reports and appropriate professional recommendations.

4.1.4 Owner shall furnish a Project Schedule for the project showing all activities and critical dates necessary to complete the project within the allotted time.

4.1.5 Owner shall furnish a Construction Budget which is the portion of the Project Budget allocated for the construction cost of a project and will be based upon the Fixed Limit of Construction Cost with an appropriate contingency factor. This contingency factor includes but is not limited to the demolition, destructive testing and repairs, directed by the Project Consultant, to adequately investigate and document the existing conditions of the facility.

4.1.6 **As-Built Documentation:** When available, drawings and other available documents which were purported to represent "as-built" conditions at the time of original construction will be furnished to the Project Consultant; however, they are not warranted to represent conditions as of this date. The Project Consultant shall perform non-destructive field investigations as necessary to obtain sufficient information to perform his services and as required by field conditions, or the Owner to verify wall assemblies, construction types or other basic information as required to develop the design and documentation necessary for the project. The demolition and repairs associated with the destructive testing shall be compensated as a reimbursable expense. The Owner encourages the use of destructive testing techniques (with prior approval) to retrieve information that can be utilized by the Project Consultant to clearly indicate the disposition of the existing facility and incorporate this information into the Contract Documents.

4.1.7 **District Standards and Submittal Checklist**

.1 **Design And Material Standards:** The Owner will furnish an electronic copy of Design and Material standards for the Project Consultant's use in developing designs and documentation for the project. These documents are technical specifications and the intent of these documents is to convey basic Owner preferences to the Project Consultant. The Project Consultant shall review the content of the Design and Material Standards provided by the Owner and may consult with the Owner concerning discrepancies, errors or suggestions for the improvement of the provided documents. The Project

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Consultant remains responsible for the technical content and accuracy of documents produced under the terms of this Agreement.

2 **Design Criteria:** The Owner will furnish an electronic copy of the Design Criteria for the Project Consultant's use in developing designs for the project. These criteria are guidelines, which address owner related issues; including but not limited to, ease of maintenance, life cycle costing, and functionality of the facility.

3 **Document Submittal Checklist:** The checklist is a guideline indicating minimum requirements for the submittal of contract documents for each phase of the design process. The completed checklist form will be required with each submission for all applicable disciplines.

4.1.8 **Standard Construction Bidding And Contract Documents:** The Owner shall furnish the Project Consultant with sample bidding and contract requirements and general requirements containing the basic provisions and requirements of Owner. These documents are comprised of the Bidding Requirements, Contracting Requirements, Division 0 and Division 1 Specification Sections that will be utilized by the Project Consultant to develop the construction contract documents required under the terms of this Agreement. The Project Consultant acknowledges that these Owner Standard Documents will be made available by the Owner and shall be reviewed and analyzed by the Project Consultant and that these documents shall serve as the basis for the Project Consultant's development of bidding documents for the Owner.

4.1.9 Owner shall arrange and pay for the required advertisements for bid.

4.1.10 Owner, assisted by Project Consultant, shall issue the bid documents to bidders, maintain the planholders list, and issue addenda.

4.1.11 Owner shall be responsible for issuance of formal notices to proceed (if any) to the Contractor.

4.1.12 **e-Builder.** The Project Consultant shall be required to use Owner's Project Management software, e-Builder. One (1) license will be distributed to Design Professional, at cost to Owner, which will allow access into e-Builder for one or multiple projects as awarded by Owner. Usage of this license will be provided throughout the duration of the project(s). Based on availability, additional licenses may be provided as needed.

4.2 Owner Furnished Items

4.2.1 The services, information, surveys and reports specified by Article 4.1 shall be furnished at the Owner's expense, and the Project Consultant shall be entitled to rely upon the accuracy and completeness thereof. However, if the Project Consultant reviews all of the information provided by the Owner (such as surveys, soil borings and "as-built" documentation) and determines additional information and/or testing is required to properly design the project, the Project Consultant shall request same from the Owner.

4.2.2 When documents, services, or other materials furnished by the Owner for the Project Consultant's use are deemed by the Project Consultant as inappropriate, inaccurate, or otherwise unreasonable, the Project Consultant shall notify the Owner immediately upon discovery of same. Failure of the Project Consultant to so notify the Owner shall result in the Project Consultant's being responsible for any costs, expenses, or damages incurred by the Owner and forfeiture of claims for damages, delays or other compensation related to the use of those Owner furnished materials.

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4.2.3 The Owner shall furnish the above information or authorize the Project Consultant to provide it, as a supplemental service (except where otherwise stipulated), as expeditiously as possible for the orderly progress and development of the Project.

ARTICLE 5. BASIS OF COMPENSATION

5.1 Professional Service Fees:

5.1.1 The Owner agrees to pay the Project Consultant, and the Project Consultant agrees to accept for basic services rendered pursuant to this Agreement a fixed fee (as computed by the Fixed Fee method below) of:

One hundred and fifteen thousand Dollars ($115,000.00)

5.2 Fixed Fee:

5.2.1 The Fixed Fee listed above is based on the scope of services for a project of this scope, size, complexity and Fixed Limit of Construction Cost (FLCC) of Construction of the project.

5.2.2 If the Owner authorizes a significant increase or decrease in the scope of the project, the Fixed Fee may be adjusted as mutually agreed upon. Changes in the FLCC or a Construction Contract awarded by the Owner in excess of the FLCC, shall not entitle the Project Consultant to additional Basic Services Fees, and, a Construction Contract awarded by the Owner that is less than the FLCC shall not entitle the Owner to a decrease in Basic Services Fees.

5.2.3 The Project Consultant shall not perform Professional Services, Supplemental Services, or Reimbursable Services until a written Purchase Order with the appropriate "line number" has been issued by the Supply Management and Logistics Department together with a fully executed Authorization to Proceed. **OWNER SHALL HAVE NO OBLIGATION TO COMPENSATE PROJECT CONSULTANT FOR ANY WORK PERFORMED BY THE PROJECT CONSULTANT PRIOR TO RECEIPT OF A FULLY EXECUTED WRITTEN AUTHORIZATION TO PROCEED AND PURCHASE ORDER.**

5.3 Not Used

5.4 Fee for Additive Alternates:

5.4.1 The design of alternates within the Owner's total allocated funds for construction will be a Basic Service.

5.4.2 The design of additive alternates, not included in the original project scope, in excess of Fixed Limit of Construction Cost of Construction must be authorized by the Chief Facilities and Construction Officer, and will be considered supplemental services, subject to negotiation.

5.4.3 Fees for the design of additive alternates, not included in the original project scope, will be negotiated and issued by a fully approved and executed ATP. The Owner will pay one hundred (100%) percent of the negotiated fee for alternates accepted and only pay for the design portions of the (Phases I through III) for alternates rejected.

5.5 Raw Labor Rate:

5.5.1 Raw Labor is defined as the raw salary rate, as determined from salaries reported to the Director of Internal Revenue, of the personnel engaged directly on a project.

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5.6 **Fees for Reimbursables**

5.6.1 Reimbursables are those items pre-approved in writing by a fully approved and executed ATP and Purchase order (See 5.2.3), and authorized by the Owner in addition to the Basic and Supplemental Services and consist of actual expenditures made by the Project Consultant and the Project Consultants' employees and Sub-Consultants in the interest of the Work.

5.6.2 Authorized travel outside the Dade, Broward and Palm Beach County area, lodging and meals in connection with a project (subject to the limitations imposed by Chapter 112.061, Florida Statutes); fees paid for securing approval of authorities having jurisdiction over the Work; reproductions (outside of Basic Services and with prior written Owner approval in the form of a fully approved and executed ATP and Purchase order (See 5.2.3); postage and handling of Drawings, Specifications and other documents, excluding reproductions for the office use of the Project Consultant and check sets required by the Owner; data processing and photographic production techniques when used in connection with Supplemental Services.

5.6.3 The Owner will reimburse the Project Consultant for authorized Reimbursables as verified by appropriate bills, invoices or statements.

5.6.4 Any authorized reimbursable shall not include charges for office rent or overhead expenses of any kind, including but not limited to local telephone, cell phone and utility charges, overtime or any discretionary labor benefits, office and drafting supplies, depreciation of equipment, professional dues, subscriptions, etc., reproduction of drawings and specifications, mailing, stenographic, clerical, or other employees time or travel and subsistence not directly related to a project. Authorized reproductions in excess of sets required at each phase of the work will be a Reimbursable.

5.7 **Fees for Supplemental Services**

5.7.1 The Consultant may be authorized by its receipt of a fully approved and executed ATP and Purchase order (See 5.2.3), to perform Supplemental Services described under Article 2.9 and negotiated in accordance with Article 2.8.2. The fee for such services will be Time Spent plus reimbursable expenses with a Guaranteed Maximum Price based on Raw Salary Rates times a fixed multiplier. The fixed multiplier shall cover mandatory personnel expenses, overhead and profit and shall be set at _____ times Raw Salary Rates and shall be included in the Guaranteed Maximum. Where a mutually agreeable Guaranteed Maximum cannot be arrived at, the Owner may secure services from an independent source or from the Owner's resources. The Consultant shall provide any information and/or copies of project documentation necessary to facilitate the provision of said supplemental services by others.

5.8 **Summary of Total Fees**

Basic Services	$ 115,000	Lump Sum
Allowances (no markup)		
Reimbursable Expenses	$ 25,000	Not-to-Exceed
Reproduction	$ 5,000	Not-to-Exceed
Testing	$ 20,000	Not-to-Exceed
Site Survey / Civil Engineering	$ 0	Not-to-Exceed
Supplemental Services	$ 15,000	Not-to-Exceed

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TOTAL AGREEMENT $ 155,000

ARTICLE 6 PAYMENTS TO THE PROJECT CONSULTANT

6.1 Payment for Basic Services

6.1.1 Payments for Basic Services may be requested monthly in proportion to services performed during each Phase of the Work and provision of all required insurance policies is a condition precedent to becoming due any such payments to the Project Consultant. Said payments shall, in the aggregate, not exceed the percentage of the estimated total Basic Compensation, or 90% for Phases I, II, or II prior to approval of the submitted design documents, indicated below for each Phase:

1 Ten (10%) percent of the total fee upon completion and approval of Phase I: Project Validation.

2 Fifteen (15%) percent of the total fee upon completion and approval of Phase I: 30% Submittal.

3 Twenty (20%) percent of the total fee upon submittal and approval of Phase III: 50% Submittal.

4 Fifteen (15%) percent of the total fee upon completion and approval of Phase III: 90% Submittal.

5 Five (5%) percent of the total fee upon completion and approval of Phase III: 100% Submittal.

5 Five (5%) percent of the total fee upon 100% completion of Phase IV.

6 Twenty-eight (28%) percent of the total fee upon completion of Phase V.

7 Two (2%) percent of the total fee upon completion of Phase VI (Warranty) and approval of all Work and audit of account, as per Article 5.

6.1.2 Partial payments may be made in Phase V (but not in excess of ninety (90%) percent of the aggregate of Phase V) in monthly increments which are proportioned to match the Work's percentage complete reflected by the Contractor's monthly Applications for Payment. If the Owner's required Substantial Completion date for Phase V is extended through no fault of the Project Consultant, the Project Consultant shall be reasonably compensated for any required professional services and/or expenses not otherwise compensated for in connection with such time extension(s), in accordance with Article 6.2. If the Owner's required Substantial Completion date for Phase V is extended due to an action or inaction of the Project Consultant to the detriment of the Owner, no additional payments or time shall be due to Project Consultant. The Project Consultant shall include with its billing, in either electronic or hard copy format, the following supporting information, and any additional supporting information required by the Owner: time sheets for any fees based upon Raw Salary Rates, subcontractors invoices, invoices for reimbursable expenses and time sheets, subcontractor invoices for reimbursables made necessary by the performance of Work. The invoice shall be totaled and care shall be taken to assure previously paid charges are not duplicated.

6.1.3 If the project reaches Final Completion (as defined by the Construction Contract Documents) prior to the expiration of the Anticipated Construction Time, then full payment shall be made at that time provided the Project Consultant has completed all obligations for submittals and other services (including Project Record Documents) as required by this Agreement.

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6.1.4 No payments shall be due to Project Consultant unless and until all materials, forms and documents required by this Agreement have been provided by Project Consultant and its Sub-Consultant to Owner, or others whom are to receive same. The Owner retains the right to withhold payment from the Project Consultant for non-performance of the Project Consultant during any phase of the Project.

6.1.5 The Project Consultant shall submit invoices in the Owner's required invoice format as provided.

6.1.6 All Submitted invoices shall have copies of referenced ATP's attached.

6.1.7 During project Phases I through III, the Project Consultant shall submit an updated Project Schedule reflecting the Project Consultant's scheduled and actual progress with each submitted invoice. As an attachment to the Project Schedule, the Project Consultant shall provide a progress report giving percentage of completion of the Project development.

6.1.8 Project Consultant shall submit a monthly MWBE Sub-Consultant Utilization Report with the monthly request for payment, on forms provided by the Owner.

6.1.9 Payments are due and payable thirty (30) days from receipt of the Project Consultant's invoice provided it is in accord with the requirements of this Agreement.

6.2 Payment for Supplemental Services / Reimbursables/Allowances

6.2.1 Payment for Supplemental Services, Reimbursables and/or allowances may be requested monthly (on the Owner's standard invoice format) in proportion to the services performed, allowances shall have no mark-up. When such services are authorized, the Project Consultant shall submit for approval by the Chief Facilities Officer, or designee, a duly certified invoice, attaching to the invoice all supporting data for payments made to Consultants and Sub-Consultants engaged on the project or task.

6.2.2 Payments are due and payable within thirty (30) days from receipt of the Project Consultant's invoice.

6.3 Project Suspension

6.3.1 If the project is suspended for the convenience of the Owner for more than three months or terminated in whole or in part, during any Phase, the Project Consultant shall be paid for services authorized by an Authorization To Proceed which were performed prior to such suspension or termination, together with the cost of Reimbursable Services and expenses then due.

6.3.2 If the Project is resumed after having been suspended for more than three months, the Project Consultant's further compensation shall be adjusted by the addition of Project Resumption Expenses. Project Resumption Expenses are in addition to compensation for Basic and Supplemental Services, and are full compensation for all damages and expenses which are directly or indirectly attributable to resumption of the Project Consultant's services after a Project Suspension. Project Resumption Expenses are applicable only to a Project Suspension by the Owner and shall be computed as a percentage of the total compensation for Basic Services and Supplemental Services earned to the time of termination, as follows:

.1 Two (2%) percent of the total compensation for Basic and Supplemental Services earned to the date of Project Suspension for the respective schematic or design development Phase only, if Project Suspension occurs before or during the design development design phase; or

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2 Five (5%) percent of the total compensation for Basic and Supplemental Services earned to the date of Project Suspension for the construction documents phase only, if Project Suspension occurs during the construction documents phase development phase; or

3 Five (5%) percent of the total compensation for Basic and Supplemental Services scheduled for the construction contract administration phase only, if Project Suspension occurs during the construction support phase.

ARTICLE 7 REUSE OF DRAWINGS, SPECIFICATIONS AND OTHER DOCUMENTS

7.1 Scope of Services

7.1.1 It is understood that all Professional Service Agreements for design and other services include the provision for the Owner's optional re-use of drawings, specifications and other documents (including Phase V of Basic Services described in Article 2), and that the Project Consultant agrees to such re-use in accordance with this provision.

7.1.2 If the Owner elects to re-use the drawings, specifications and other documents, in whole or in part, prepared for the project for other projects on other sites, the Project Consultant will be paid a re-use fee, for Basic Services described in Article 2 for Phases I through VI, in the amounts of:

1 Twenty (20%) percent of the original fee for Basic Services for Phases I through III.

2 Thirty-eight (38%) percent of the original fee for Basic Services for Phases IV, V and VI.

Alternatively, the Owner agrees to pay the Project Consultant, and the Project Consultant agrees to accept, a flat reuse fee of:

(Fee Written Out) $XX,XXX for the reuse of <project> <Project number> <facility>.

This flat reuse fee will only apply if an actual dollar amount is listed above.

7.1.3 For each re-use, the Project Consultant shall review the final as-built design of any prior reuse or reuses and shall include all Basic Services rendered under the reuse(s) and incorporate all modifications to the drawings, specifications and other documents resulting from Change-Orders, Errors and Omissions, Code revisions and Code corrections made during the prior reuse(s), and modifications normally required to suit the new site. (This does not include preparation of reverse plans, changes to the program, subsequent code revisions or exceptional site conditions). The stipulations and conditions of this Agreement shall remain in force for each re-use project, unless otherwise agreed. Reuse fees do not include preparation of documents for offsite improvements.

7.1.4 If a reuse project commences in excess of three years from the acceptance of the design development documents by the Owner, then Owner shall negotiate the fees to be paid to Project Consultant.

ARTICLE 8 INDEMNIFICATION

8.1 Indemnification

8.1.1 To the fullest extent permitted by law, the Project Consultant shall indemnify, and hold harmless the owner, its members, officers, employees and agents (hereinafter collectively "Related Parties") from liabilities,

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damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the design professional and other persons employed or utilized by the design professional in the performance of this contract.

8.1.2 In any and all claims against the Owner by any employee of the Project Consultant, or anyone for whose acts the Project Consultant may be liable, the obligations for Project Consultant to indemnify Owner under this contract shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Project Consultant under workman's compensation acts, disability acts, or other employee benefit acts.

8.1.3 The Project Consultant recognizes the nature of the indemnification obligations imposed under this contract and voluntarily makes these covenants. The obligation imposed upon the Project Consultant under this Indemnification Agreement shall survive termination of this contract.

ARTICLE 9 INSURANCE

9.1 General Insurance Requirements

9.1.1 The Project Consultant shall not start work under this Agreement until the Project Consultant has obtained all insurance required hereunder and such insurance has been approved by the Owner.

9.1.2 All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. All insurance companies providing policies required under this Agreement shall have at least an "A-" rating and a financial rating of no less than VI in the current A.M. Best Manual, or hold a Moody's Investors Service Financial Strength of "Aa3" or better.

9.1.3 Insurance policies required under this Agreement shall be endorsed to be primary of all other valid and collectible coverages maintained by The School Board of Broward County, Florida.

9.1.4 The Project Consultant shall furnish certificates of insurance to the Owner for review and approval at the time of execution of this Contract and shall maintain same at all times during the term of this Agreement.

9.1.5 All Certificates of Insurance shall be in the form as approved by Insurance Standards Office (ISO), unless approved by Owner and shall clearly indicate that the Project Consultant has obtained insurance of the type, amount and classification required by these provisions, in excess of any pending claims at the time of contract award to the Project Consultant. No material change or cancellation of the insurance shall be effective without a thirty (30) day prior written notice to and approval by the Owner. All Certificates shall list the Owner's project number and full project title (including applicable facility name).

9.1.6 Certificates of Insurance must clearly list any and all deductibles by coverages.

9.2 Insurance Required:

9.2.1 Automobile Liability Insurance: The Project Consultant shall maintain Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with this Agreement in amounts not

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less than One Million ($1,000,000) Dollars per occurrence for bodily injury and property damage combined single limit and shall not be less than the standard ISO Business Auto Policy CA 00 01.

9.2.2 Professional Liability (Errors and Omissions): The Project Consultant shall procure Professional Liability Insurance in the manner described herein. The deductible shall not be more than Fifty Thousand ($50,000) Dollars for each policy and must be indicated on the certificate of insurance. The limits of the Professional Liability Insurance Policy shall be as follows:

9.2.2.1 Not used.

9.2.2.2 Projects require a practice policy with a per claim/annual aggregate in accordance with the specifications delineated below relative to the cumulative construction value of all projects:

1 One Million ($1,000,000) Dollars on a per claim/One Million ($1,000,000) Dollars annual aggregate basis for Project Consultants whose cumulative construction value for all Board contracts is less than Five Million ($5,000,000) Dollars.

2 One Million ($1,000,000) Dollars on a per claim/Three Million ($3,000,000) Dollars annual aggregate basis for Project Consultants whose cumulative construction value for all Board contracts is between Five Million One ($5,000,001) Dollars to Ten Million ($10,000,000) Dollars.

3 One Million ($1,000,000) Dollars on a per claim/Five Million ($5,000,000) Dollars annual aggregate basis for Project Consultants whose cumulative construction value for all Board contracts is greater than Ten Million One ($10,000,001) Dollars.

The Project Consultant shall be required to maintain the practice policy in accordance with the above specifications for a period commencing with execution of this contract and terminating three years after final completion of said projects. Should additional projects or change orders be added that increase the cumulative construction value to another tier shown above, the Project Consultant will be required to show proof of coverage at the higher limit / aggregate. In addition, the project consultant shall provide information regarding the total claims against said practice policy on an annual basis for the term of the contract upon and terminating three years after final completion of the project (Claims/Loss history should be forwarded to the Risk Management Department), as The School Board of Broward County, Florida, deems appropriate.

The Professional Liability insurance must provide for all sums which the Project Consultant shall be legally obligated to pay as damages for claims arising out of or relating to the negligent services performed by the Project Consultant or any person employed or acting on the Project Consultant's behalf (including, but not limited to, Sub-Consultants) in connection with this Agreement. If the Owner, at its sole discretion, agrees that such coverage is not commercially reasonably available, the Owner may, at its discretion, authorize the Project Consultant to alter the coverage by substituting a lower aggregate or changing any other terms and conditions of the coverage (including but not limited to deductible amounts) based upon the scope of the project.

9.2.3 Workers' Compensation Insurance: The Project Consultant shall maintain Workers' Compensation Insurance in compliance with Florida Statutes, Chapter 440 and Employer's Liability Limit of not less than Five Hundred Thousand ($500,000) Dollars per Occurrence.

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9.2.4 General Liability Insurance: The Project Consultant shall maintain General Liability Insurance, including Contractual Liability to cover the "Hold Harmless Agreement" set forth herein, with bodily injury limits of not less than One Million ($1,000,000) Dollars per occurrence combined single limit for bodily injury and property damage and not less than the Two Million ($2,000,000) General Aggregate such coverage shall apply separately to each project. The School Board of Broward County, Florida, its members, officers, employees, and agents shall be named as an additional insured under the General Liability policy.

ARTICLE 10 GENERAL PROVISIONS

10.1 Performance

10.1.1 **Performance and Delegation:** The services to be performed hereunder shall be performed by the Project Consultant's and Sub-Consultant's own staff, unless otherwise approved by the Owner in writing. Said approval shall not be construed as constituting an Agreement between the Owner and said other person or firm.

10.1.2 **Term of Agreement:** The term of this Agreement shall start upon execution by the parties hereto and extend until the completion of Phase VI (Warranty) activities as set forth above except as may be otherwise agreed to in writing by the parties hereto, or as provided further herein under Article 10 and Article 7.

10.1.3 **Time for Performance:** The Project Consultant agrees to start all work hereunder upon receipt of an Authorization to Proceed issued by the Chief Facilities and Construction Officer or his designee and to complete each Phase within the time stipulated in the Authorization To Proceed (Attachment 6 to this Agreement ("ATP")) and as required by the Project Schedule (Attachment 1 to this Agreement). The Project Consultant acknowledges that failure to perform timely may cause the Owner to sustain loss and damages and will be responsible for same. The Consultant agrees that Owner is entitled to recover no less than One Hundred Dollars ($100) per consecutive calendar day of unexcused delay caused by the Consultant's failure to comply with the times set forth in the fully executed ATP. Owner shall have the right to deduct such amounts from payments due and owing to the Consultant.

10.1.4 **Time Extensions**: A reasonable extension of time for completion of various Phases may be granted by the Owner should there be a delay on the part of the Owner in fulfilling its obligations pursuant to this Agreement. Such extension shall not be the basis or cause for any claims or causes of action by the Project Consultant for additional or extra compensation. Under no circumstances shall the Project Consultant be entitled to additional compensation or payment as a result of or relating to delays on the Project.

10.1.5 Time is of the essence with regard to the performance of this Contract.

10.1.6 **Excess Funds:** Any party receiving funds paid by the School Board of Broward County, Florida under this Agreement agrees to promptly notify the School Board of Broward County, Florida of any funds erroneously received from the School Board of Broward County, Florida of upon the discovery of such erroneous payment or overpayment. Interest shall be calculated using the interest rate for judgments under Section 55.03, Florida Statutes, as amended, applicable at the time the erroneous payment or overpayment was made by the School Board of Broward County, Florida. The erroneous payment and/or overpayment will be promptly transmitted and returned to the School Board of Broward County, Florida with applicable interest as set forth herein.

10.2 Termination Of Agreement

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10.2.1 **Right to Terminate:** The Owner has the right to terminate this Agreement for its own convenience on seven days written notice. Upon termination of this Agreement, the Project Consultant shall be paid in accordance with Article 10.2.5. To receive payment, all charts, sketches, studies, drawings, and other documents or other materials related to work authorized under this Agreement, whether finished or not, must be turned over to the Owner.

10.2.2 The Consultant may terminate this Agreement only for a material breach of the Agreement and provided the Project Consultant has given the Owner written notice of the material breach and ten (10) days to cure that breach. In the event of any dispute regarding or relating to performance pursuant to this Agreement, or payment hereunder, then in that event, the Project Consultant is obligated to continue performance in accordance with the terms of this Agreement unless instructed by the Owner to suspend or delay performance.

10.2.3 Owner may terminate this Agreement for cause, which may include, but not be limited to any of the following: failure of Project Consultant to comply with any of its material obligations under this Agreement; a decrease in the projected, available Capital Outlay funds which renders continuation of the design or construction of the Project impossible or impractical; or conditions which arise that constitute Force Majeure under Article 10.2.8 of this Agreement. In such event Project Consultant shall not be entitled to any additional payments and may be liable to Owner for any damages or losses incurred or suffered as a result of Project Consultant's failure to properly perform pursuant to the terms of this Agreement. In the event it is later determined that the Owner was not justified in terminating the Agreement for cause, then it shall be deemed to be a termination for convenience pursuant to Article 10.2.1 above, and the Project Consultant's sole compensation shall be compensation in accordance with that paragraph.

10.2.4 Whether or not this Agreement is so terminated, Project Consultant shall be liable to Owner for any damage or loss resulting from such failure or violation by Project Consultant, including, but not limited to, costs in addition to those agreed to herein for prosecuting professional services to completion and delay damages paid or incurred by Owner. The rights and remedies of Owner provided by this paragraph are cumulative with and in addition to any other rights and remedies provided by law or this Agreement.

10.2.5 **Termination Expenses:** Termination Expenses are in addition to compensation for Basic and Supplemental Services, and are full compensation for all damages and expenses which are directly or indirectly attributable to termination. Termination Expenses are applicable only to a termination for convenience by Owner and shall be computed as a percentage of the total compensation for Basic Services and Supplemental Services earned to the time of termination, as follows:

.1 Twenty (20%) percent of the total compensation for Basic and Supplemental Services earned to the date of termination, if termination occurs before or during the schematic design phase; or

.2 Ten (10%) percent of the total compensation for Basic and Supplemental Services earned to the date of termination, if termination occurs during the design development phase; or

.3 Five (5%) percent of the total compensation for Basic and Supplemental Services earned to the date of termination, if termination occurs during any subsequent phase.

10.2.6 **Annulment:** The Project Consultant warrants that no one has been employed or retained other than an employee working solely for the Project Consultant, to solicit or secure this Agreement; and that the Project Consultant has not paid, nor agreed to pay, any company or other person any fee, commission, gift or other

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consideration contingent upon the making of this Agreement. For breach or violation of this warranty, the Owner has the right to annul this Agreement without liability.

10.2.7 **Fixed Fees Exceeding $50,000:** For all Fixed Fees or other "lump-sum" fees for professional service Agreements over Fifty Thousand ($50,000) Dollars the Project Consultant shall execute a truth-in-negotiations certificate as in accordance with 287.05 and all required language set forth therein. Requirements of Florida Statute 287.055 (2004), as amended, are incorporated herein by reference.

10.2.8 **Force Majeure:** The Owner's or Consultant's failure to perform any term or condition of this Agreement as a result of conditions beyond its control such as, but not limited to, war, strikes, fires, floods, acts of God, governmental restrictions, power failures, or damage or destruction of any network facilities or servers, shall not be deemed a breach of this Agreement.

10.2.9 **Termination of Scrutinized Companies or False Certification**: SBBC reserves the right to terminate this Agreement in accordance with Section 287.135(5), Florida Statues, if the other party is placed on the List of Scrutinized Companies that Boycott Israel or is engaged in a boycott of Israel; is on the List of Scrutinized Companies with Activities in Sudan; is on the List of Scrutinized Companies with Activities in the Iran Petroleum Energy Sector; or has engaged in business operations in Cuba or Syria. SBBC also reserves the right to terminate this Agreement pursuant to Section 287.135(5), Florida Statues, if the other party is found to have submitted a false certification.

10.3 Project Consultant's Accounting Records and Right to Audit Provisions

10.3.1 Project Consultant's records which shall include any and all records reasonably requested by Owner that relate to performance of services by Project Consultant or Sub-Consultants. Records include but are not limited to, information, materials and data of every kind and character (hard copy, as well as computer readable data if it exists), books, papers, documents subscriptions, recordings, estimates, price quotations, agreements purchase orders, leases, contracts, commitments, arrangements, notes, daily diaries, superintendent reports, drawings, receipts, vouchers, monthly, quarterly, yearly or other financial statements, accounting records, payroll time sheets, job cost reports, job cost history, margin analysis, written policies and procedures, all Sub-Consultant files (including proposals of successful and unsuccessful Sub-Consultants, contracts, correspondence), original estimates, estimating worksheets, computer records, disks and software, videos, photography, correspondence, change order files (including documentation covering negotiated settlements), constructability or peer reviews, coordination documents, logs and supporting documentation, general ledger entries, insurance information, and any other supporting evidence necessary to substantiate charges related to this contract (all the foregoing hereinafter referred to as "records") shall be open to inspection and subject to audit and/or reproduction, during normal working hours, by Owner's agent or its authorized representative to the extent necessary to adequately permit evaluation and verification of any invoices, payments or claims submitted by the contractor or any of his payees pursuant to the execution of the contract. Such records subject to examination shall also include, but not be limited to, those records necessary to evaluate and verify direct and indirect costs (including overhead allocations), fees, reimbursable services, etc. as they may apply to costs, matters or items associated with this contract.

10.3.2 For the purpose of such audits, inspections, examinations and evaluations, the Owner's agent or authorized representative shall have access to said records from the effective date of this contract, for the duration of the work, and until five (5) years after the date of final payment by Owner to Project Consultant pursuant to this contract. All costs which the Consultant is unable to provide support or documentation to substantiate that it was incurred as represented by the original estimated breakdown of cost or found not to be in compliance with provisions of this contract, shall be reimbursed to the Owner.

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10.3.3 Owner's agent or its authorized representative shall have access to the Project Consultant's facilities, shall have access to all necessary records, and shall be provided adequate and appropriate work space, in order to conduct audits in compliance with this article. Owner's agent or its authorized representative shall give auditees reasonable advance notice of intended audits.

10.3.4 Project Consultant shall require all Sub-Consultants and insurance agents to comply with the provisions of this article by insertion of the requirements hereof in any written contract Agreement. Failure to obtain such written contracts which include such provisions shall be reason to exclude some or all of the related costs from amounts payable to the Project Consultant pursuant to this contract.

10.3.5 If an audit inspection or examination in accordance with this article, discloses overcharges (of any nature) by the Project Consultant to the Owner in excess of $25,000 the actual cost of the Owner's audit shall be paid by the Project Consultant.

10.3.6 **Public Records:** The following provisions are required by Section 119.0701, Florida Statues, and may not be amended. Project Consultant 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, Project Consultant 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 Statues, or as otherwise provided by law. Project Consultant 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 Project Consultant does not transfer the public records to SBBC. Upon completion of the Agreement, Project Consultant shall transfer, at no cost, to SBBC all public records in possession of Project Consultant or keep and maintain public records required by SBBC to perform the services required under the Agreement. If Project Consultant transfer all public records to SBBC upon completion of the Agreement, Project Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Project Consultant keeps and maintains public records upon completion of the Agreement, Project Consultant 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...

Custodian of Public Records
Requel Bell
600 SE 3rd Avenue
Fort Lauderdale, FL 33312 754-321-1925
requel.bell@browardschools.com

10.4 **Ownership of Documents**

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10.4.1 The Schematic Design and Design Development documents developed under this Contract shall become and be the sole property of the Owner whether the Project for which they were developed is executed or not. The Project Consultant may maintain copies thereof for its records and for its future professional endeavors although the Owner shall bear no liability or any responsibility whatsoever for such use of said documents by the Project Consultant. All or part of the Schematic Design and Design Development documents prepared by the Project Consultant for this project may be used as a prototype for other facilities by the Owner. Any reuse of Schematic Design or Design Development documents developed under this Contract by the Owner or others as permitted by the Owner shall be at the sole discretion of the Owner and at the Owner's sole risk.

10.4.2 Provided the Project Consultant has complied with the terms of this Agreement, construction working drawings, specifications and other documents or materials developed after the completion of the design development phase are and shall remain the property of the Project Consultant whether the Project for which they are made is executed or not.

10.4.3 The Owner shall be permitted to retain copies, including reproducible and electronic media copies, of drawings, specifications and other documents or materials developed after the Design Development Phase for various informational and reference purposes related to management, maintenance and operation of facilities, establishing construction standards, and various other archival functions without limitation and without subsequent notice to the Project Consultant.

10.4.4 The drawings and specifications may be used by the Owner on other projects, or for any other purpose included, but not limited to, for completion of the Project's construction in the event the Project Consultant's services are terminated as per other provisions of this Contract.

10.4.5 Submission or distribution to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of the Project Consultant's rights.

10.4.6 In the event of the Project Consultant's termination under other provisions of this Agreement, the Owner shall receive all original documents prepared to the date of termination and shall have the right to use those documents and any reproductions in any way necessary to complete the Project, or for any other purpose.

10.4.7 In the event Owner requests any such documents or materials referred to in this Article and Project Consultant fails to provide same as requested by Owner, then Project Consultant acknowledges that Owner will be irreparably harmed and subject to an injunction to provide same.

10.4.8 The Owner will not modify or distribute the documents, including electronic media versions, to third parties except for those purposes listed above without the expressed permission and consent of the Project Consultant. The Owner will delete any title blocks or other marks identifying the originating Project Consultant from any materials so distributed. The Owner will indemnify the Project Consultant against any claims that result from the modification of data and disks by the Owner.

10.5 Electronic Media

10.5.1 Where this Agreement or referenced provisions in the Contract Documents require the Project Consultant to provide information or documents in either electronic or magnetic media, the preparation and format of that media shall conform to the Owner's Electronic Media Submittal Requirements (Attachment 3 to this Agreement).

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10.6 Attachments and References

10.6.1 The following named attachments are made an integral part of this Agreement:

1 Attachment 1: Project Schedule
2 Attachment 2: Project Scope
3 Attachment 3: Electronic Media Submittal Requirements
4 Attachment 4: Project Consultant's Invoice Format, Reimbursable and Supplemental Services Format
5 Attachment 5: List of Project Team Members
6 Attachment 6: Authorization to Proceed (ATP) Form,
Professional Services Required,
Project Schedule,
Professional Fee,
7 Attachment 7: Document Submittal Checklist
8 Attachment 8: Document 00455 – Background Screening
9 Attachment 9: IRS Form W-9
10 Attachment 10: Truth in Negotiations Certificate
11 Attachment 11: ACH Payment Agreement Form
12 Attachment 12: Conflict of Interest Form

10.6.2 Online Documents: The following documents shall be downloaded by the Project Consultant and are considered as Attachments to this Contract:

Design Standards

http://www.broward.k12.fl.us/facilities_construction/DSS/DS_Docs/DesignStandards.htm

- Design Criteria
- Design and Material Standards - Division 1 thru Division 17
- Document Submittal Checklist for Plan Review

http://www.broward.k12.fl.us/constructioncontracts/D0docs.html

- Specifications – Division 0

State Requirements for Educational Facilities (SREF) latest edition

http://www.fldoe.org/edfacil/sref.asp

- F.I.S.H. layering system for AutoCAD: Note: the laying system is not posted on line. It will need to be requested thru:

Facility Planning and Real Estate
600 SE 3rd Ave,
Fort Lauderdale, FL 33301
754-321-1932

10.7 Extent of Agreement:

10.7.1 This Agreement represents the entire and integrated Agreement between the Owner and the Project Consultant and supersedes all prior negotiations, representations or agreements, written or oral.

10.7.2 This Agreement may not be amended, changed, modified, or otherwise altered in any particular, at any time after the execution hereof, except by resolution of The School Board of Broward County, Florida.

10.7.3 This Agreement is for the benefit of the parties to the Agreement and is not for the benefit of any other parties nor shall it create a contractual relationship with any other party.

10.7.4 This Agreement shall be governed by the laws of the State of Florida Venue of any action arising out of this Agreement shall be in Broward County, Florida. The parties are encouraged to participate in mediation of any dispute before engaging in litigation.

10.8 Strict Performance:

10.8.1 The failure of either party to insist upon or enforce strict performance by the other party of any of the provisions of this Agreement or to exercise any rights under this Agreement shall not be construed as a waiver or relinquishment to any extent of its rights to assert or rely upon any such provisions or rights in that or any other instance.

10.9 Prompt and Satisfactory Correction:

10.9.1 The Owner, at its sole discretion, may direct the Project Consultant, at no additional cost to the Owner, to promptly and satisfactorily correct any services found to be defective or not in compliance with the requirements of this Agreement or the requirements of any governmental authority, law, regulations or ordinances.

10.10 Successors and Assigns:

10.10.1 The performance of this Agreement shall not be delegated or assigned by the Project Consultant without the written consent of the Owner.

10.10.2 The Project Consultant and the Owner each binds one another, their partners, successors, legal representatives and assigns to the other party of this Agreement and to the partners, successors, legal representatives and assigns of such party in respect to all covenants of this Agreement.

10.11 Certification Regarding Debarment, Suspension, Ineligibility or Voluntary Exclusion:

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10.11.1 **Lower Tier Covered Transactions:** Executive Order 12549 provides that, to the extent permitted by law, Executive departments and agencies shall participate in a government-wide system for non-procurement debarment and suspension. A person who is debarred or suspended shall be excluded from Federal financial and non-financial assistance and benefits under Federal programs and activities. Except as provided in ß 85.200, Debarment or Suspension, ß 85.201, Treatment of Title IV HEA participation, and ß85.215, Exception provision, debarment or suspension of a participant in a program by one agency shall have government-wide effect. A lower tier covered transaction is, in part, any transaction between a participant [SBBC] and a person other than a procurement contract for goods or services, regardless of type, under a primary covered transaction, and any procurement contract for goods or services between a participant and a person, regardless of type, expected to equal or exceed the Federal procurement small purchase threshold fixed at 10 U.S.C. 2304(g) and 41 U.S.C. 253(g) (currently $100,000) under a primary covered transaction. A participant may rely upon the certification of a prospective participant in a lower tier covered transaction that it and its principals are not debarred, suspended, proposed for debarment under 48 CFR part 9, subpart 9.4, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. Each participant shall require participants in lower tier covered transactions to include the following certification for it and its principals in any proposal submitted in connection with such lower tier covered transactions.

10.11.2 **Certification and Disclosure**

1 The lower tier participant (Project Consultant) certifies, by entering this Agreement, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

2 Where the lower tier participant (Project Consultant) is unable to certify to any of the statements in this certification, such participant shall provide an explanation to the Owner.

3 The Consultant warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant to solicit or secure this Agreement and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Consultant any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this agreement. For the breach or violation of this provision, the Owner shall have the right to terminate the Agreement without liability and, at its discretion, to deduct from the fees due and owing to the Consultant, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration. (Ch. 287.055, F.S.)

10.12 **Non-Discrimination, EEO, and ADAAA**

10.12.1 **Non-Discrimination** - The School Board of Broward County, Florida prohibits any policy or procedure which results in discrimination on the basis of age, color, disability, gender, national origin, marital status, race, religion or sexual orientation.

10.12.2 **Equal Employment Opportunity (EEO)** - 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 the Executive

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Director, Benefits & EEO Compliance at 754-321-2150 or Teletype Machine (TTY) 754-321-2158.

10.12.3 Americans with Disabilities Act Amendments Act of 2008. Individuals with disabilities requesting accommodations under the Americans with Disabilities Act Amendments Act of 2008, (ADAAA) may call Equal Educational Opportunities (EEO) at 754-321-2150 or Teletype Machine (TTY) 754-321-2158.

10.13 Captions

10.13.1 Captions – The captions, section numbers, article 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.

10.14 Authority

10.14.1 **Authority Provision:** 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.

10.15 Notice

10.15.1 **Notice Provision:** When any of the parties desire to give notice to the other, such notice must be in writing, sent by US 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 the 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 SE 3rd Ave
Fort Lauderdale, Florida 33301

With a Copy to: Office of Capital Programs
600 SE 3rd Ave
Fort Lauderdale, FL 33301
Attn: Frank Girardi
Executive Director, Capital Programs

With a Copy to: Office of Capital Programs
2301 NW 26th St
Fort Lauderdale, FL 33311
Attn: Shelley N. Meloni
Director, Pre-Construction Office of Capital Programs

And
AECOM, Owners Representative

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2301 NW 26th St
Fort Lauderdale, FL 33311
Attn: Kathleen Langan
Program Director

To Design Professional: The Tamara Peacock Company Architects of Florida, Inc.
6500 North Andrew Avenue
Fort Lauderdale, FL 33309
Attn: Tamara Peacock, President

10.16 Excess Funds

10.16.1 Any party receiving funds paid by The School Board of Broward County, Florida (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.

10.17 Background Screening

10.17.1 **Background Screening** Project Consultant agrees to comply with all requirements of Sections 1012.32 and 1012.465, Florida Statutes, and that Project Consultant, its agents, subconsultants 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 Project Consultant or its personnel providing any services under the conditions described in the previous sentence. Project Consultant will 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 Project Consultant and its personnel. The Parties agree that the failure of Project Consultant 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.

Project Consultant 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 Project Consultant's failure to comply with the requirement of this Section or Section 1012.32 and Section 1012.465, Florida Statutes in addition to any other indemnification obligations that may be imposed upon Project Consultant pursuant to Article 8 of this Agreement and the laws of Florida.

10.18 Errors and Omissions

10.17
10.18

10.18.1 The Project Consultant shall be responsible for any errors, inconsistencies or omissions in the drawings, specifications, and other documents. The Project Consultant will correct the drawings and specifications at no additional design cost to the Owner for any and all errors and omissions in the drawings, specifications prepared by the Project Consultant. The Project Consultant further agrees, at no additional cost, to render assistance to the Owner in resolving problems relating to the design or specified materials.

10.18.2 Deductions may be made from the Project Consultant's Basic Services Compensation on account of errors

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and omissions in the drawings, specifications and other documents prepared by the Project Consultant or in the Project Consultant's performance of its obligations under this Agreement.

ARTICLE 11. INCORPORATION OF RFQ INTO AGREEMENT

11.1. In addition to those Attachments and References identified and made part of this Agreement in Article 10.6.1, the provisions of RFQ No. 18-135C (the "RFQ") are hereby incorporated into this Agreement. In the event of conflict between the provisions contained in this Agreement and the RFQ, the more stringent provision shall prevail. If this Agreement is silent on an issue that is contained with the RFQ, the provisions of the RFQ shall be followed.

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Status: REVISED

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

2022-06-14	Regular School Board Meeting
CATEGORY:	J. Capital Program
DEPARTMENT:	Capital Program

Agenda Item Number:	J-1.
Consent or Open Item:	Consent
Special Order:	NO
Time for Special Order:	

TITLE: **Contract Form Updates (01250g)**

REQUESTED ACTION: **Approve updates to the Form 01250g.**

STRATEGIC ALIGNMENT

Which strategic initiative(s) best aligns to this item?

Facilities & Asset Management

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.

BACKGROUND, SUMMARY EXPLANATION, AND HISTORY OF ITEM

Was this item previously presented to the School Board? **NO**

See Exhibit 1 (Executive Summary) for details.

DOCUMENT CONTROL
RECEIVED/SCANNED
JUN 15 2022
AECOM
Broward County Schools

RELATED ITEMS

EXHIBITS

- Executive Summary
- Revised Form 01250g
- Amendments
- Memo to Revise

AECOM 60664331 A09-00- Board_Items

DEPENDENCIES:

Outline critical dependencies that are associated with successful implementation of this item/initiative.

1.
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?	$0

SOURCE OF FUNDS: There is no financial impact to the District.

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:	Phil Kaufold, Constr. Dir.	Phone:	754-321-1532
Name:	Kathleen Langan, AECOM	Phone:	754-321-4850

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 1/20

VLC/JSM

Approved in Open Board Meeting On: June 14, 2022

By: Laurie Rich Levinson

School Board Chair

DOCUMENT CONTROL
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JUN 15 2022
AECOM
Broward County Schools

AMENDMENT
TO
PROFESSIONAL SERVICES AGREEMENTS

BETWEEN
THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA, AND PROJECT CONSULTANT FOR ARCHITECTURAL/ENGINEERING SERVICES

This Amendment to all Professional Services Agreements between The School Board of Broward County, Florida (hereinafter referred to as "Owner") and Tamara Peacock Company Architects of Florida, Inc. (hereinafter referred to as "Project Consultant") for architectural/engineering services is entered into this 14th day of June 2022 by and between the Owner and the Project Consultant for all projects contained on the list of Projects and Project Numbers (collectively, the "Projects") attached hereto and incorporated herein as **Exhibit "A."**

WHEREAS, the Owner and Project Consultant acknowledge and agree that all Professional Services Agreements between Owner and Project Consultant for all Projects (the "Agreements") are in full force and effect to the extent this Amendment modifies specific provisions thereof; and

WHEREAS, document 01250g Construction Change Order Item ("COI") is a required form for the approval of all proposed change orders on all School Board construction projects; and

WHEREAS, each COI contains a series of checkboxes, for exclusive use by the Owner, which identifies the categorization of the proposed change as being either Owner's Request, Unforeseen, Consultant Error or Consultant Omission; and

WHEREAS, because it is the Owner's exclusive right to identify the categorization of each proposed change, it has been mutually determined and agreed that the COI form should be modified to permit the Project Consultant to agree or disagree with the categorization.

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 here by 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. **Amended Provisions.** The parties hereby agree to modify the COI form used on all Projects by the addition of two (2) check boxes wherein the project Consultant agrees or disagrees with the chosen change order category. The amended COI is attached hereto and incorporated herein as **Exhibit "B."**

Arcom 100664331 COS-04-Contracts

3. **Other Provisions Remain in Force.** All other terms and conditions of the Agreements shall remain in full force and effect. Except as expressly provided herein and as may have been previously amended, all other portions of the Agreements remain in full force and effect.

4. **Order of Precedence among Agreement Documents.** In the event of conflict between the provisions of the Agreements and the provisions contained herein, the provisions of the following documents shall take precedence in this order:

a) This Amendment to Agreements; then
b) previous amendments to individual agreements; then
c) the individual agreements.

5. **Authority:** Each person signing this Amendment on behalf of either party warrants that he or she has full legal power to execute this Amendment on behalf of the party for whom he or she is signing it to bind and obligate such party with respect to all provisions contained in this Amendment.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed and their Corporate Seal affixed by and through their proper offices, thereunto duly authorized on this day and year first above written.

FOR OWNER

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

By _____
Laurie Rich Levinson, Chair

ATTEST:

_____
Dr. Vickie L. Cartwright,
Superintendent of Schools

Approved as to Form and Legal Content:

_____
Office of the General Counsel

FOR PROJECT CONSULTANT

(Corporate Seal)

The Tamara Peacock Company Architects of Florida, Inc.

ATTEST:

CRISTIN PEACOCK, Secretary

Tamara Peacock
President

-or-

_____

_____, Witness

_____

_____, Witness

AA12126
Project Consultant's
Registration Number

STATE OF FLORIDA)
)
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me, by means of ☑ physical presence or ☐ online notarization, this 3rd day of June, 2022 by **Tamara Peacock** of **The Tamara Peacock Company Architects of Florida, Inc.** on behalf of the corporation or agency.

He/she is personally known to me or produced Known personally as Identification and did/did not Fourth take an oath.

My commission expires: 10/29/2024

(SEAL)

Notary Public State of Florida
Tracy A Givings
My Commission HH 058351
Expires 10/29/2024

Tracy A Givings
Signature, Notary Public

Tracy A. Givings
Printed Name of Notary

EXHIBIT A

DESIGNER	CONTRACT TYPE	PROJECT NAME	APPROVAL DATE	RFQ
The Tamara Peacock Co. Architects of Florida, Inc.		Dave Thomas Educational Center (P.001972)	11/07/17	18-028C
	PSA	Eagle Ridge ES (P.001722)	10/05/16	16-171C
	PSA CMAR	Endeavour Primary Learning Center (P.002111)	0410/18	18-135C
	PSA	Everglades HS (P.001985)	11/07/17	18-034C
	PSA	Hollywood Central ES (P.001983)	11/07/17	18-034C
	PSA	Hollywood Hills ES (P.001845)	02/21/18	18-105C
	PSA	Miramar ES (P.001727)	10/05/16	16-172C
	PSA CMAR	Nob Hill ES (P.002112)	0410/18	18-135C
	PSA	Norcrest ES (P.001969)	11/07/17	18-028C
	PSA	North Andrews Gardens ES (P.001890)	02/21/18	18-105C
	PSA	Silver Ridge ES (P.001984)	11/07/17	18-034C
	PSA	Sunset Lakes ES (P.001971)	11/07/17	18-028C
	PSA CMAR	Thurgood Marshall ES (P.001674)	0410/18	18-135C
	PSA	Western HS (P.001967)	05/19/20	17-188C

EXHIBIT B

The School Board of Broward County, Florida
Office of Facilities & Construction
2301 N.W. 26th Street, Bldg. 6
Fort Lauderdale, FL 33311
(754) 321-1500

Document 01250g (00 63 63)-Construction Change Order-Item # ____

Facility Name: _____ Date: _____
Project Name: _____ Project # _____
Location No: _____
Project Description: _____
Contractor: _____ Reference Letter Dated: _____

Description of Change:

Attachments: _____

Reason For Change:

Summary:
Total of Credits and/or Added Costs: Add: $ _____
Deduct: $ _____
The Contract Time will be (increased) (decreased) by: _____ 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
Project Consultant's Signature Date	Contractor's Signature Date	Facilities Project Manager Date
Project Consultant's Typed Name	Contractor's Typed Name	Facilities Project Manager's Typed Name
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

☐ Owner's Request ☐ Unforeseen ☐ Consultant Error ☐ Consultant Omission

Direct Owner Purchase (DOP)
☐ Direct Owner Purchase ☐ Tax Savings

Status: ORIGINAL

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

2024-08-21	Regular School Board Meeting
CATEGORY:	JJ. Capital Program
DEPARTMENT:	Capital Program

Agenda Item Number:	JJ-9.
Consent or Open Item:	Open
Special Order:	NO
Time for Special Order:	

TITLE:

Third Amendment to PSA - Nob Hill ES

REQUESTED ACTION:

Approve the Third Amendment to the Professional Services Agreement between The School Board of Broward County, Florida, and The Tamara Peacock Company Architects of Florida, Inc. District 6.

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.
This Board Item has been reviewed and approved as to legal form and content by the Office of the General Counsel.

EXHIBITS:

Executive Summary
Third Amendment
Collaboration Form

FINANCIAL IMPACT:

$8,800 PSA amendment funded from the current project budget and existing contract Reimbursable Allowance and Supplemental Services funds. This item requires $1,668 additional spending authority.

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:		Phone:	

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 Wadell
School Board Chair

THIRD AMENDMENT
TO
PROFESSIONAL SERVICES AGREEMENT

BETWEEN
THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA AND PROJECT CONSULTANT FOR ARCHITECTURAL/ENGINEERING SERVICES

This Third Amendment to the Professional Services Agreement ("Agreement") between The School Board of Broward County, Florida (hereinafter referred to as "SBBC" or "Owner") and The Tamara Peacock Company Architects of Florida, Inc. (hereinafter referred to as "Project Consultant") for architectural/engineering services dated the 10th day of April 2018, is entered into this 21st day of August 2024 by and between the Owner and the Project Consultant.

For the Project known as: **Nob Hill Elementary School**
Project No. P.002112
SMART Program Renovations

WHEREAS, the Owner and Project Consultant acknowledge and agree that the Agreement between Owner and Project Consultant dated the 10th day of April 2018, is in full force and effect as revised by the First Amendment dated April 20, 2021, the Second Amendment dated June 14, 2022, and this Third Amendment; and

WHEREAS, the Project Consultant has been requested to provide the necessary calculations and electrical drawings to facilitate the installation of a temporary generator during the replacement of the main switchgear; and

WHEREAS, the Project Consultant has also been requested to revise the permitted fire alarm drawings to remove four (4) portables from the scope of work which have been deemed unsafe and are set to be demolished; and

WHEREAS, the Project Consultant has agreed to perform the aforementioned, additional services in exchange for an increase to the Basic Services fee in the amount of $8,800; and

WHEREAS, the Owner's Program Manager, AECOM, Inc., and District staff have successfully negotiated and hereby recommend the additional scope, and such additional fees as set forth herein above and below.

NOW, THEREFORE, in exchange for the mutual covenants and promises set forth herein and the sums of money agreed to be paid to the Project Consultant by the Owner, the parties agree as follows:

1. The recitals contained herein are true and correct and are hereby incorporated by reference.

2. **Revised Terms.** The Project Consultant shall perform all related design services for the additional Project scope identified herein as set forth below:

a. Fees. The parties mutually agree that the additional design services shall be performed in exchange for the payment of $8,800 of which $7,084 will be paid from existing Reimbursable Allowance funds and $48 will be paid from existing Supplemental Services funds defined in the Agreement.

	Original Amount	First Amendment Amount	Second Amendment Amount	Description	Third Amendment Amount	Revised Amount
Basic Fee	$115,000	$9,692	$0	Increase to Basic Fees to provide electrical drawings for a temporary generator and to remove four portables.	$8,800	**$133,492**
Allowances - Reimbursable Expenses	$25,000	$0	$0	--	($7,084)	**$17,916**
Supplemental Services	$15000	$0	$0	--	($48)	**$14,952**
Total	**$155,000**	**$9,692**	**$0**	**N/A**	**$1,668**	**$166,360**

3. **Other Provisions Remain in Force.** All other terms and conditions of the Contract shall remain in full force and effect. Except as expressly provided herein and as may have been previously amended, all other portions of the Agreement remain in full force and effect.

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 shall take precedence in this order:

a) This Third Amendment to Agreement; then
b) the Second Amendment to Agreement; then
c) the First Amendment to Agreement; then
d) the Agreement.

Authority: Each person signing this Third Amendment on behalf of either party 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 it to bind and obligate such party with respect to all provisions contained in this Third Amendment.

IN WITNESS WHEREOF, the parties hereto have caused this Third Amendment to be executed and their Corporate Seal affixed by and through their proper offices, thereunto duly authorized on this day and year first above written.

FOR OWNER

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

By _____
Lori Alhadeff, Chair

ATTEST:

_____
Dr. Howard Hepburn,
Superintendent of Schools

Approved as to Form and Legal Content:

_____
Office of the General Counsel

FOR PROJECT CONSULTANT

(Corporate Seal)

The Tamara Peacock Company Architects of Florida, Inc.

ATTEST:

CRISTIN PEACOCK, Secretary

Tamara Peacock,
President

-or-

_____

_____, Witness

_____

_____, Witness

AR121260
Project Consultant's
Registration Number

STATE OF FLORIDA)
)
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me, by means of ☑ physical presence or ☐ online notarization, this 11th day of July, 2024 by **Tamara Peacock** of **The Tamara Peacock Company Architects of Florida, Inc.** on behalf of the corporation or agency.

He/she is personally known to me or produced _____ as Identification and did/did not first take an oath.

My commission expires: August 13, 2027

(SEAL)

JESSICA ROGERS
MY COMMISSION # HH432446
EXPIRES: August 13, 2027

Signature, Notary Public

JESSICA ROGERS
Printed Name of Notary

Status: ORIGINAL

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

2024-09-10	Regular School Board Meeting
CATEGORY:	JJ. Capital Program
DEPARTMENT:	Capital Program

Agenda Item Number:	JJ-12.
Consent or Open Item:	Open
Special Order:	NO
Time for Special Order:	

TITLE:

Fourth Amendment to PSA - Nob Hill ES

REQUESTED ACTION:

Approve the Fourth Amendment to the Professional Services Agreement between The School Board of Broward County, Florida, and The Tamara Peacock Company Architects of Florida, Inc. District 6.

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.
This Board Item has been reviewed and approved as to legal form and content by the Office of the General Counsel.

EXHIBITS:

Executive Summary
Fourth Amendment
Collaboration Form

FINANCIAL IMPACT:

$16,500 PSA amendment requiring additional funding from the Capital Projects Reserve. This increases the project budget from $2,750,000 to $2,766,500.

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:		Phone:	

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 10, 2024

By: Lori Alhadeff
School Board Chair

FOURTH AMENDMENT
TO
PROFESSIONAL SERVICES AGREEMENT

BETWEEN
THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA AND PROJECT CONSULTANT FOR ARCHITECTURAL/ENGINEERING SERVICES

This Fourth Amendment to the Professional Services Agreement ("Agreement") between The School Board of Broward County, Florida (hereinafter referred to as "SBBC" or "Owner") and The Tamara Peacock Company Architects of Florida, Inc. (hereinafter referred to as "Project Consultant") for architectural/engineering services dated the 10th day of April 2018, is entered into this 10th day of September 2024 by and between the Owner and the Project Consultant.

For the Project known as: **Nob Hill Elementary School**
Project No. P.002112
SMART Program Renovations

WHEREAS, the Owner and Project Consultant acknowledge and agree that the Agreement between Owner and Project Consultant dated the 10th day of April 2018, is in full force and effect as revised by the First Amendment dated April 20, 2021, the Second Amendment dated June 14, 2022, the Third Amendment dated August 21, 2024, and this Fourth Amendment; and

WHEREAS, due to the unresponsiveness of the contractor's fire alarm engineer, the Project Consultant has been requested to redraw and permit the fire alarm shop drawings, address outstanding comments issued by the Building Department, conduct site visits to verify conformance with the design intent, and provide revisions as required to obtain final inspection; and

WHEREAS, the Project Consultant has agreed to perform the aforementioned, additional services in exchange for an increase to the Basic Services fee in the amount of $16,500; and

WHEREAS, the Owner's Program Manager, AECOM, Inc., and District staff have successfully negotiated and hereby recommend the additional fees as set forth herein above and below.

NOW, THEREFORE, in exchange for the mutual covenants and promises set forth herein and the sums of money agreed to be paid to the Project Consultant by the Owner, the parties agree as follows:

1. The recitals contained herein are true and correct and are hereby incorporated by reference.

2. **Revised Terms.** The Project Consultant shall perform all related design services for the additional Project scope identified herein as set forth below:

	Original Amount	First Amendment Amount	Second Amendment Amount	Third Amendment Amount	Description	Fourth Amendment Amount	Revised Amount
Basic Fee	$115,000	$9,692	$0	$8,800	Increase to Basic Fees to provide fire alarm shop drawings and review Bldg. Dept. comments.	$16,500	**$149,992**
Allowances - Reimbursable Expenses	$25,000	$0	$0	($7,084)	--	$0	**$17,916**
Supplemental Services	$15,000	$0	$0	($48)	--	$0	**$14,952**
Total	**$155,000**	**$9,692**	**$0**	**$1,668**	**N/A**	**$16,500**	**$182,860**

3. **Other Provisions Remain in Force.** All other terms and conditions of the Contract shall remain in full force and effect. Except as expressly provided herein and as may have been previously amended, all other portions of the Agreement remain in full force and effect.

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 shall take precedence in this order:

a) This Fourth Amendment to Agreement; then
b) the Third Amendment to Agreement; then
c) the Second Amendment to Agreement; then
d) the First Amendment to Agreement; then
e) the Agreement.

Authority: Each person signing this Fourth Amendment on behalf of either party warrants that he or she has full legal power to execute this Fourth Amendment on behalf of the party for whom he or she is signing it to bind and obligate such party with respect to all provisions contained in this Fourth Amendment.

IN WITNESS WHEREOF, the parties hereto have caused this Fourth Amendment to be executed and their Corporate Seal affixed by and through their proper offices, thereunto duly authorized on this day and year first above written.

FOR OWNER

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

By _____
Lori Alhadeff, Chair

ATTEST:

_____
Dr. Howard Hepburn,
Superintendent of Schools

Approved as to Form and Legal Content:

_____
Office of the General Counsel

FOR PROJECT CONSULTANT

(Corporate Seal)

The Tamara Peacock Company Architects of Florida, Inc.

ATTEST:

Cristin Peacock
CRISTIN PEACOCK, Secretary

Tamara Peacock,
President

-or-

_____

_____, Witness

_____

_____, Witness

AR121216
Project Consultant's
Registration Number

STATE OF FLORIDA)
)
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me, by means of ☑ physical presence or ☐ online notarization, this 7th day of August, 2024 by **Tamara Peacock** of **The Tamara Peacock Company Architects of Florida, Inc.** on behalf of the corporation or agency.

He/she is personally known to me or produced _____
as Identification and did/did not first take an oath.

My commission expires: AUG. 13 2027

(SEAL)

JESSICA ROGERS
MY COMMISSION # HH432446
EXPIRES: August 13, 2027

Signature, Notary Public

JESSICA ROGERS
Printed Name of Notary

Status: ORIGINAL

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

2024-12-17	Regular School Board Meeting
CATEGORY:	JJ. Capital Programs
DEPARTMENT:	Capital Program

Agenda Item Number:	JJ-13.
Consent or Open Item:	Open
Special Order:	NO
Time for Special Order:	

TITLE:

Fifth Amendment to PSA - Nob Hill ES

REQUESTED ACTION:

Approve the Fifth Amendment to the Professional Services Agreement between The School Board of Broward County, Florida, and The Tamara Peacock Company Architects of Florida, Inc. District 6.

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.
This Board Item has been reviewed and approved as to legal form and content by the Office of the General Counsel.

EXHIBITS:

- Executive Summary
- Fifth Amendment
- Collaboration Form

FINANCIAL IMPACT:

This item will be funded from the current project budget and requires $2,528 additional spending authority.

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:		Phone:	

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: December 17, 2024

By: Debra Hixon
School Board Chair

FIFTH AMENDMENT
TO
PROFESSIONAL SERVICES AGREEMENT

BETWEEN
THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA AND PROJECT CONSULTANT FOR ARCHITECTURAL/ENGINEERING SERVICES

This Fifth Amendment to the Professional Services Agreement ("Agreement") between The School Board of Broward County, Florida (hereinafter referred to as "SBBC" or "Owner") and The Tamara Peacock Company Architects of Florida, Inc. (hereinafter referred to as "Project Consultant") for architectural/engineering services dated the 10th day of April 2018, is entered into this 17th day of December 2024 by and between the Owner and the Project Consultant.

For the Project known as: **Nob Hill Elementary School**
Project No. P.002112
SMART Program Renovations

WHEREAS, the Owner and Project Consultant acknowledge and agree that the Agreement between Owner and Project Consultant dated the 10th day of April 2018, is in full force and effect as revised by the First Amendment dated April 20, 2021, the Second Amendment dated June 14, 2022, the Third Amendment dated August 21, 2024, the Fourth Amendment dated September 10, 2024, and this Fifth Amendment; and

WHEREAS, the Project Consultant has been requested by District staff to modify the permitted drawings to remove all door hardware repair/replacement from the project scope of work; and

WHEREAS, the Project Consultant has agreed to perform the aforementioned, additional services in exchange for an increase to the Basic Services fee in the amount of $2,528; and

WHEREAS, the Owner's Program Manager, AECOM, Inc., Atkins, and District staff have successfully negotiated and hereby recommend the removal of scope, and such additional fees as set forth herein above and below.

NOW, THEREFORE, in exchange for the mutual covenants and promises set forth herein and the sums of money agreed to be paid to the Project Consultant by the Owner, the parties agree as follows:

1. The recitals contained herein are true and correct and are hereby incorporated by reference.

2. **Revised Terms.** The Project Consultant shall perform all related design services for the additional Project scope identified herein as set forth below:

	Original Amount	First Amendment Amount	Second Amendment Amount	Third Amendment Amount	Fourth Amendment Amount	Description	Fifth Amendment Amount	Revised Amount
Basic Fee	$115,000	$9,692	$0	$8,800	$16,500	Increase to Basic Fees to remove door hardware from the project scope of work.	$2,528	**$152,520**
Allowances - Reimbursable Expenses	$25,000	$0	$0	($7,084)	$0	--	$0	**$17,916**
Supplemental Services	$15,000	$0	$0	($48)	$0	--	$0	**$14,952**
Total	**$155,000**	**$9,692**	**$0**	**$1,668**	**$16,500**	**N/A**	**$2,528**	**$185,388**

3. **Other Provisions Remain in Force.** All other terms and conditions of the Contract shall remain in full force and effect. Except as expressly provided herein and as may have been previously amended, all other portions of the Agreement remain in full force and effect.

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 shall take precedence in this order:

a) This Fifth Amendment to Agreement; then
b) the Fourth Amendment to Agreement; then
c) the Third Amendment to Agreement; then
d) the Second Amendment to Agreement; then
e) the First Amendment to Agreement; then
f) the Agreement.

Authority: Each person signing this Fifth Amendment on behalf of either party warrants that he or she has full legal power to execute this Fifth Amendment on behalf of the party for whom he or she is signing it to bind and obligate such party with respect to all provisions contained in this Fifth Amendment.

IN WITNESS WHEREOF, the parties hereto have caused this Fifth Amendment to be executed and their Corporate Seal affixed by and through their proper offices, thereunto duly authorized on this day and year first above written.

FOR OWNER

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

By _____
Debra Hixon, Chair

ATTEST:

_____
Dr. Howard Hepburn,
Superintendent of Schools

Approved as to Form and Legal Content:

_____
Office of the General Counsel

FOR PROJECT CONSULTANT

(Corporate Seal)

The Tamara Peacock Company Architects of Florida, Inc.

ATTEST:

CRISTIN PEACOCK, Secretary

Tamara Peacock,
President

-or-

_____

_____, Witness

_____

_____, Witness

AR12126
Project Consultant's
Registration Number

STATE OF FLORIDA)
)
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me, by means of ☑ physical presence or ☐ online notarization, this 1st day of November, 2024 by **Tamara Peacock** of **The Tamara Peacock Company Architects of Florida, Inc.** on behalf of the corporation or agency.

He/she is personally known to me or produced n/a as Identification and did/did not first take an oath.

My commission expires: August 13, 2027

(SEAL)

JESSICA ROGERS
MY COMMISSION # HH432446
EXPIRES: August 13, 2027

Signature, Notary Public

Jessica Rogers
Printed Name of Notary

Status: ADDED ITEM

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

2026-05-05	Regular School Board Meeting
CATEGORY:	JJ. Capital Programs
DEPARTMENT:	Capital Program

Agenda Item Number:	JJ-8.
Consent or Open Item:	Open
Special Order:	NO
Time for Special Order:	

TITLE:

Sixth Amendment to PSA - Nob Hill ES, P.002112
ADDED

REQUESTED ACTION:

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

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.
This Board Item has been reviewed and approved as to legal form and content by the Office of the General Counsel.

EXHIBITS:

- Executive Summary
- Sixth Amendment
- Collaboration Form

FINANCIAL IMPACT:

This item will be funded from the current project budget and requires $4,777 additional spending authority.

STRATEGIC PLAN ALIGNMENT:

Student Focus Outcomes

OR • **Business Operations**

BOARD ACTION:

(For Official School Board Records Only)

APPROVED

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 Apr

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

Approved in Open Board Meeting On: May 5, 2026

By: School Board Chair

SIXTH AMENDMENT
TO
PROFESSIONAL SERVICES AGREEMENT

BETWEEN
THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA, AND PROJECT CONSULTANT FOR ARCHITECTURAL/ENGINEERING SERVICES

This Sixth Amendment to the Professional Services Agreement ("Agreement") between The School Board of Broward County, Florida, (hereinafter referred to as "SBBC" or "Owner") and The Tamara Peacock Company Architects of Florida, Inc. (hereinafter referred to as "Project Consultant") for **RFQ 18-135C Design Professional Services** dated the 10th day of April 2018, is entered into this 5th day of May 2026 by and between the Owner and the Project Consultant for the following project:

Facility:	**Nob Hill Elementary School**
Site No.:	**2671**
Project Name:	**SMART Program Renovations**
Project No.:	**P.002112**

WHEREAS, the Owner and Project Consultant acknowledge and agree that the Agreement between Owner and Project Consultant dated April 10, 2018, is in full force and effect as revised by the First Amendment dated April 20, 2021, the Second Amendment dated June 14, 2022, the Third Amendment dated August 21, 2024, the Fourth Amendment dated September 10, 2024, the Fifth Amendment dated December 17, 2024, and this Sixth Amendment; and

WHEREAS, the Project Consultant's original mechanical Scope of Work for the kitchen area included replacement of the kitchen hood, replacement of rooftop unit RTU-1-1, and a Test and Balance to evaluate system performance; and

WHEREAS, during review of the Test and Balance report, it was identified that two supply air diffusers serving the kitchen could not be properly balanced due to the absence of volume dampers in the associated ductwork; and

WHEREAS, the lack of volume dampers is impacting airflow distribution and preventing the mechanical system from achieving required performance tolerances; and

WHEREAS, modifications to the existing HVAC distribution system are required to allow proper balancing and operation of the kitchen HVAC system; and

WHEREAS, the Project Consultant has proposed supplemental mechanical engineering design services, including verification of existing conditions, preparation of mechanical plans for installation of volume dampers in the ductwork at the kitchen and Storage Room 163A supply air drops, and coordination with applicable reviewing authorities; and

WHEREAS, the Owner has requested that the Project Consultant perform the foregoing additional Supplemental Services under the Agreement; and

WHEREAS, the Owner's Program Manager, AECOM, Inc., and District staff successfully negotiated and hereby recommend additional Basic Fees as set forth herein in this Sixth Amendment to Agreement ("Sixth Amendment"); and

WHEREAS, the Owner and the Project Consultant agree and desire to amend the Agreement to increase the Project Consultant's Basic Fee in the amount of $4,777.

NOW, THEREFORE, in exchange for the mutual covenants and promises set forth herein and the sums of money agreed to be paid to the Project Consultant by the Owner, the parties agree as follows:

1. **Recitals.** The recitals contained herein are true and correct and are hereby incorporated by reference.

2. **Amended Terms.**

a) Supplemental Services. The Project Consultant shall perform all related design services for the additional Project scope/Supplemental Services identified as follows:
   i. Kitchen Dampers. Field review to verify existing conditions. Preparation of mechanical plans identifying the installation of dampers on two existing supply drops. Coordination with applicable reviewing authorities.

b) Basic Fee. The Project Consultant's Basic Fee for the additional Supplemental Services to SBBC under this Sixth Amendment is a total of Four Thousand, Seven Hundred and Seventy-Seven Dollars and 00/100 Cents ($4,777.00)

Agreement	Basic Fee	Allowances - Reimbursable Expenses	Supplemental Services Contingency	Total
Original Agreement	$115,000	$25,000	$15,000	**$155,000**
First Amendment	$9,692	$0	$0	**$9,692**
Second Amendment	$0	$0	$0	**$0**
Third Amendment	$8,800	($7,084)	($48)	**$1,668**
Fourth Amendment	$16,500	$0	$0	**$16,500**
Fifth Amendment	$2,528	$0	$0	**$2,528**
Sixth Amendment	$4,777	$0	$0	**$4,777**
Grand Total	**$157,297**	**$17,916**	**$14,952**	**$190,165**

c) Payment. Payment to Project Consultant for Supplemental Services under this Sixth Amendment may be requested monthly, on the Owner's standard invoice format, in

proportion to the services performed. Additionally, the Project Consultant shall submit for certified invoice, attaching to the invoice all supporting data required by District Staff for payments made to Sub-Consultants engaged on the project or task pursuant to section 3.2 of RFQ 18-135C.

3. **Other Provisions Remain in Force.** All other terms and conditions of the Contract shall remain in full force and effect. Except as expressly provided herein and as may have been previously amended, all other portions of the Agreement remain in full force and effect.

4. **Order of Precedence among Agreement Documents.** In the event of conflict between the Agreement documents, the Agreement documents shall take precedence in the order listed below. Additionally, in the event of conflict between the provisions contained in the Agreement (and any of its Amendments) and RFQ 18-135C, the more stringent provisions shall prevail. If the Agreement (and any of its Amendments) are silent on an issue that is contained in RFQ 18-135C, the provisions of RFQ 18-135C shall be followed.

a) This Sixth Amendment to Agreement; then
b) the Fifth Amendment to Agreement; then
c) the Fourth Amendment to Agreement; then
d) the Third Amendment to Agreement; then
e) the Second Amendment to Agreement; then
f) the First Amendment to Agreement; then
g) the Agreement; then
h) the RFQ 18-135C Design Professional Services Nob Hill Elementary School; then
i) the Project Consultant's Proposal in response to RFQ 18-135C.

5. **Authority.** Each person signing this Sixth Amendment on behalf of either party warrants that he or she has full legal power to execute this Sixth Amendment on behalf of the party for whom he or she is signing it to bind and obligate such party with respect to all provisions contained in this Sixth Amendment.

IN WITNESS WHEREOF, the parties hereto have caused this Sixth Amendment to be executed, and their Corporate Seal affixed by and through their proper offices, thereunto duly authorized on this day and year first above written.

[THIS SPACE IS INTENTIONALLY LEFT BLANK; SIGNATURE PAGE FOLLOWS]

FOR OWNER

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

By: _____
Sarah Leonardi, Chair

ATTEST:

_____
Dr. Howard Hepburn,
Superintendent of Schools

Approved as to Form and Legal Content:

Kathelyn Jacques-Adams
Digitally signed by Kathelyn Jacques-Adams
Date: 2026.04.10 16:42:39 -04'00'

_____
Office of the General Counsel

Note: The Tamara Peacock Company Architects of Florida, Inc. - Sixth Amendment

[THIS SPACE IS INTENTIONALLY LEFT BLANK; SIGNATURE PAGE FOLLOWS]

FOR PROJECT CONSULTANT

(Corporate Seal)

THE TAMARA PEACOCK COMPANY
ARCHITECTS OF FLORIDA, INC.

ATTEST:

Kristin Peacock, Secretary

Tamara Peacock,
President

-or-

_____

_____, Witness

_____

_____, Witness

AR121216
Project Consultant's
Registration Number

STATE OF FLORIDA)
)
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me, by means of ☑ physical presence or ☐ online notarization, this 8th day of April, 2026 by **Tamara Peacock** of **The Tamara Peacock Company Architects of Florida, Inc.**, on behalf of the corporation or agency.

He/she is personally known to me or produced n/a. as Identification and did/did not first take an oath.

My commission expires:

(SEAL)

JESSICA ROGERS
MY COMMISSION # HH432446
EXPIRES: August 13, 2027

Signature, Notary Public

JESSICA ROGERS
Printed Name of Notary

COLLABORATION

SIGN-OFF FORM

Title of Agenda Request Item: Seventh Amendment to PSA
THE TAMARA PEACOCK COMPANY ARCHITECTS OF FLORIDA, INC.
Nob Hill Elementary School
P.002112

School Board Meeting: 11.10.2026

The financial impact of this item is $5,632.00.

This project has been appropriated in the Adopted District Educational Facilities Plan (September 1, 2026).

There is no impact to the project budget.

Department Name	Department Head
Capital Budget	Omar Shim, Director of Capital Budget

Omar Shim - 04/22/2026
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

2026-11-10	Regular School Board Meeting
CATEGORY:	J. Capital Programs
DEPARTMENT:	Capital Program

Agenda Item Number:	J-2.
Consent Item:	Consent
Special Order:	NO
Time for Special Order:	

TITLE:

Additional Funding Request - Nova Schools Traffic Improvements, P.002430

REQUESTED ACTION:

Approve an increase to the budget of Project P.002430 in the amount of $196,270.00 to fund Phase 2 of the Nova Schools Traffic Circulation Improvements. District 6

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
- Collaboration Form

FINANCIAL IMPACT:

$196,270.00 will be allocated from the Capital Projects Reserve, increasing the project budget from $1,860,000.00 to $2,056,270.00.

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 Facilities Officer - Task Assigned

Signature

Mark Dorsett, Chief Facilities Officer - Task Assigned Oct 26,

Electronic Signature

Form $4189 Revised 9/26

HH/JJS

Approved in Open Board Meeting On: November 10, 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

Additional Funding Request – Nova Schools Traffic Improvements, P.002430

Board Meeting Date: November 10, 2026

Requested Action:
Approve an increase to the budget of Project P.002430 in the amount of $196,270.00 to fund Phase 2 of the Nova Schools Traffic Circulation Improvements.

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 6	
School Board Policy Requirement	• N/A
Statutory Requirement	• N/A
If the School Board votes "Yes"	• $196,270.00 will be allocated from the FY27 Capital Projects Reserve to Project P.002430, increasing the total Phase 2 budget to $1,031,270.00. • Implementation of Phase 2 improvements will advance the District's long-term traffic circulation plan for the Nova Schools Campus.
If the School Board votes "No"	• The budget available for Phase 2 will remain at $835,000.00, which is insufficient to fully fund the planned scope of work. • Planned improvements at Nova Dwight D. Eisenhower Elementary School will not proceed as scheduled.
Alignment to 2027 Goals and Guardrails	• Business Operations
Measurable Outcome(s)/Return on Investment	• Completion of Phase 2 will advance the District's long-term traffic circulation improvement plan by increasing bus stacking capacity and improving traffic circulation at Nova Dwight D. Eisenhower Elementary School.

Background/History
Broward College owned property adjacent to the Nova Schools campus, including a private roadway that historically provided access to portions of the campus through an easement agreement. In 2018, Broward College notified the District of its intent to redevelop property adjacent to the roadway and requested that the District relinquish its easement rights. As a result, the District initiated planning efforts to develop a permanent traffic circulation solution for the Nova Schools campus.

On March 10, 2021, the School Board approved a Memorandum of Understanding with Broward College that allowed continued temporary access while the District implemented permanent traffic circulation improvements. At the same meeting, the School Board approved funding to design a comprehensive traffic circulation solution and construct Phase 1 improvements, including a permanent parent loop at Nova Blanche Forman Elementary School, a permanent bus loop serving the Nova Schools campus, and widening of the existing drive at Talent Development.

Phase 1 improvements established key components of the District's long-term traffic circulation strategy. Phase 2 represents the next component of the approved traffic circulation plan and includes improvements at Nova Dwight D. Eisenhower Elementary School to increase bus stacking capacity and operational efficiency.

The proposed Phase 2 work includes roadway widening, asphalt paving, drainage improvements, curbs, sidewalks, pavement markings, signage, utility modifications, and associated site restoration necessary to support the planned traffic circulation enhancements.

Phase 2 of Project P.002430, the Nova Schools Campus Traffic Circulation Improvements Project, requires an additional **$196,270.00** to increase the Phase 2 budget from $835,000.00 to $1,031,270.00 and fully fund the planned improvements. The recommended Phase 2 budget is summarized below:

Budget Component	**Amount**
Construction Cost	$859,390.00
Contingency (5%)	$42,970.00
Soft Costs (15%)	$128,910.00
Phase 2 Budget	**$1,031,270.00**

The Phase 2 work will be performed by Grace & Naeem Uddin, Inc. through an increase to the existing purchase order established for Phase 1. Utilizing the same contractor will provide continuity between project phases and support efficient delivery of the remaining traffic circulation improvements. Upon completion of Phase 1, the contractor's assigned value under this project is $712,850. The proposed increase remains within the contractor's authorized $2 million continuing services project cap.

Agreement Summary and Financial Impact

The following information provides an overview of the applicable Agreements and outlines the associated financial impact and overall project budget allocation.

Table A: Agreement Overview
This table provides key reference information for the continuing services contract associated with the requested action.

Solicitation Number	**Vendor Name**	**Phase 1**	**Phase 2**	**Total Purchase Order Amount**
FY21-115	Grace & Naeem Uddin, Inc.	$712,850.00	$859,390.00	$1,572,240.00

Table B: Financial Impact Statement and Project Budget Allocation
This table identifies the financial impact of the requested action, the funding source, and the overall project budget allocation, including carveout projects, as applicable.

Financial Impact Summary Statement:

1. The financial impact of the requested action is $196,270.00.
2. Approval will increase the total project budget for Project P.002430 from $1,860,000.00 to $2,056,270.00, with funding provided from the Capital Projects Reserve in FY27.

Current Fiscal Year Budget Authority

Fiscal Year Budget Approval	**Description**	**Budget Fund**	**Amount**
FY21	Phase 1	Capital Projects Fund	$865,000.00
FY24	Phase 1 – Additional Funding	Capital Projects Fund	$160,000.00
FY25	Phase 2	Capital Projects Fund	$835,000.00
		Total Budget	**$1,860,000.00**

Requested Budget Authority (Subject to Board Budget Approval)			
Fiscal Year Budget Approval	**Description**	**Budget Fund**	**Amount**
FY27	Phase 2 – Additional Funding	Capital Projects Fund	$196,270.00
		Revised Total Budget	**$2,056,270.00**

Project Snapshot and Status Update

This section provides a summary of the project information and current implementation status for the project associated with this request.

Facility	**Nova Schools Campus – Nova Blanche Forman Elementary School, Nova D. Dwight Eisenhower Elementary Schools, Nova Middle School, Nova High School**
Project Number	**P.002430**
Project Title	**Traffic Circulation Improvement**
Project Team	**General Contractor:** Grace & Naeem Uddin, Inc. **Project Consultant (A/E):** Miller, Legg & Associates, Inc.
Current Status	Phase 1 is complete, and all required inspections have been successfully passed. Final completion is pending processing of project closeout documentation. Phase 2 has been permitted, and construction activities are ready to proceed upon approval of the requested funding.
Construction Schedule	**Phase 1** **Construction Commencement Date:** August 8, 2024 **Substantial Completion Date:** September 9, 2025 **Projected Final Completion Date:** December 20, 2026 **Phase 2** Construction activities will commence upon approval of the requested funding. The anticipated construction duration is 180 days to substantial completion.

Additional Backup:

List of Exhibits and Supporting Documents

- Collaboration Form

COLLABORATION

SIGN-OFF FORM

Title of Agenda Request Item: Additional Funding Request
N/A
Nova Blanche Forman Elementary School
P.002430

School Board Meeting: 11.10.2026

The financial impact of this item is $196,270.00.

This project has been appropriated in the Adopted District Educational Facilities Plan (September 1, 2026).

There is an additional impact to the project budget.

Funds in the amount of $196,270.00 will come from the Capital Projects Reserve. This changes the project from $1,860,000.00 to $2,056,270.00.

Department Name	Department Head
Capital Budget	Omar Shim, Director of Capital Budget

Rafiki Brown - 10/16/2026
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

2026-11-10	Regular School Board Meeting
CATEGORY:	J. Capital Programs
DEPARTMENT:	Facility Planning & Real Estate

Agenda Item Number:	J-3.
Consent Item:	Consent
Special Order:	NO
Time for Special Order:	

TITLE:

Concession Agreement with the City of Coral Springs for the Sportsplex

REQUESTED ACTION:

Approve the Concession Agreement between the City of Coral Springs (City) and the School Board of Broward County, Florida (SBBC) for food and beverage service at the Sportsplex Athletic Fields. District 4

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
- Concession Agreement

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:	Mark Dorsett	Phone:	754-321-2659
Name:	Luis Laboy	Phone:	754-321-2167

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Senior Leader & Title

Mark Dorsett, Chief Facilities Officer - Task Assigned

Signature

Mark Dorsett, Chief Facilities Officer - Task Assigned Oct 27,

Electronic Signature

Form $4189 Revised 9/26

HH/JJS

Approved in Open Board Meeting On: November 10, 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

Concession Agreement with the City of Coral Springs for the Sportsplex

Board Meeting Date: November 10, 2026

Requested Action: Approve the Concession Agreement between the City of Coral Springs (City) and the School Board of Broward County, Florida (SBBC) for food and beverage service at the Sportsplex Athletic Fields.

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 4	
School Board Policy Requirement	• N/A
Statutory Requirement	• N/A
If the School Board votes "Yes"	• Coral Glades High School will continue operating the Sportsplex concession stand and generate revenue to support student athletic, extracurricular, and school activity programs. The agreement provides the school with a revenue-generating opportunity without a fixed rental obligation, thereby reducing financial risk while supporting student programs. Financial performance will be measured through the monthly financial reports required under the agreement.
If the School Board votes "No"	• Coral Glades High School would not be authorized to operate the Sportsplex concession stand under the proposed Agreement and would not receive the revenue-generating opportunity contemplated by this agenda item.
Alignment to the 2027 Strategic Goals and Guardrails	• Business Operations
Measurable Outcome(s)/Return on Investment	• Revenue generated through concession operations is expected to support Coral Glades High School programs and activities, while providing the City with twenty percent (20%) of net concession revenue and continued food and beverage services for Sportsplex patrons.

Background/History

In 2005, SBBC and the City of Coral Springs entered into a Joint Use Agreement allowing Coral Glades High School to utilize the adjacent Sportsplex Athletic Fields for educational, athletic, and extracurricular activities. Prior to 2020, the concession stand located at the Sportsplex was operated by vendors under agreements with the City.

Following the departure of the previous concession operator, SBBC and the City entered into a concession agreement in 2020 granting Coral Glades High School exclusive rights to operate and manage the Sportsplex concession stand. The agreement allows the school to provide food and beverage services during Sportsplex events while generating revenue to support student activities and athletic programs. Financial performance will be documented through monthly financial statements detailing concession expenses and revenue, with twenty percent (20%) of net revenue paid to the City monthly.

The current agreement is scheduled to expire on December 31, 2026. The City and SBBC desire to continue this mutually beneficial partnership through a new concession agreement.

Approval of the proposed agreement will allow Coral Glades High School to continue operating the concession stand through December 31, 2031, with an option to renew for one additional five-year term upon mutual agreement of the parties. The agreement will continue to provide revenue-generating opportunities for the school's athletic and extracurricular programs while providing concession services to Sportsplex patrons.

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:	Effective upon approval by the City's Purchasing Manager through December 31, 2031
Multi-Year Agreement:	Yes: Five Years
Procurement Method:	**Piggyback Agreement** (Yes/No): No **Acquisition Method**: Intergovernmental Agreement / Direct Agreement with City of Coral Springs

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**
Effective upon approval by the City's Purchasing Manger – 12/31/2031	**Through December 31, 2031**	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**
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 agreement supports Coral Glades High School by providing a revenue-generating opportunity for school programs and activities while continuing concession services at the Sportsplex Athletic Fields.

School Selection /Prioritization	Coral Glades High School is the operator and beneficiary identified in the agreement due to its location adjacent to and historical use of the Sportsplex Athletic Fields.
Community/ Stakeholder Engagement	The agreement was developed collaboratively between SBBC, Coral Glades High School administration, and the City of Coral Springs.
End-User Input	Coral Glades High School administration supports continuation of the agreement due to the benefits provided to student programs and athletic activities.
Technology/Capital Expected Lifecycle/Replacement Cycle	Not Applicable

Additional Backup:

Concession Agreement

CONCESSION AGREEMENT BETWEEN THE CITY OF CORAL SPRINGS AND THE SCHOOL BOARD OF BROWARD COUNTY FOR FOOD AND BEVERAGE SERVICE AT THE SPORTSPLEX ATHLETIC FIELDS

THIS AGREEMENT, made and entered into the _____day of_____, 2026, by and between:

CITY OF CORAL SPRINGS, FLORIDA
a municipal corporation
9500 West Sample Road Coral Springs, Florida 33065
(hereinafter referred to as "CITY")

and

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
a body corporate and political subdivision of the State of Florida
600 Southeast 3rd Avenue
Fort Lauderdale, Florida 33301
(hereinafter referred to as "CONCESSIONAIRE")

WHEREAS, CITY owns and operates the Sportsplex Athletic Field, hereinafter referred to as "Sportsplex," for the recreation and entertainment of patrons; and

WHEREAS, CITY is desirous of entering into a term concession agreement for food and beverage service to be managed by Coral Glades High School staff; now, therefore

IN CONSIDERATION of the covenants and conditions herein expressed and of the faithful performance of all such covenants and conditions, CITY and CONCESSIONAIRE do mutually agree as follows:

SECTION 1. RECITALS

The foregoing recitals are true and correct and are hereby incorporated into this Agreement.

SECTION 2. CONCESSION AREAS

2.1 CITY hereby grants to CONCESSIONAIRE and CONCESSIONAIRE hereby accepts from CITY, the exclusive use of the athletic field's concession area.

2.2 CONCESSIONAIRE is responsible to maintain the inside of the stand. The exterior of the building will be maintained by CITY.

2.3 CITY will provide electric and water. Electric is existing, any additional electric must be approved by CITY and paid for by CONCESSIONAIRE.

SECTION 3. TERM

3.01 This Agreement shall become effective upon approval by CITY's Purchasing Manager and shall terminate on December 31, 2031, unless terminated earlier pursuant to the provisions of this Agreement.

3.02 The Parties may elect to renew this Agreement for one (1) additional five (5) year term prior to its expiration, and if the Parties mutually elect to do so, the terms and conditions applicable to the renewal term shall be the same as those stated elsewhere in this Agreement. To this end, CONCESSIONAIRE shall provide CITY with written notice of its intent to exercise this Renewal Option at least one hundred and eighty (180) days prior to the end of the term of the Agreement. Such renewal shall be subject to mutual agreement of the Parties.

SECTION 4. USE OF PREMISES

4.1 CONCESSIONAIRE shall use the premises for the operation of food and beverage service at the Sportsplex. The privileges granted herein expressly exclude the sale of tobacco products, souvenirs and novelties other than for human consumption.

4.2 CONCESSIONAIRE is responsible to assure that they have personnel with all the necessary Health Department Certifications for operating the stand.

4.3 CONCESSIONAIRE must provide CITY with the proper insurance for operating the stand.

4.4 CITY will provide the facility which includes triple sinks, hand sink, shelves, and counters. All other equipment must be provided by CONCESSIONAIRE.

4.5 Hours and days of operation will be agreed upon by CONCESSIONAIRE and the Park and Recreation Director. CONCESSIONAIRE shall not change or modify such use without the prior written consent of Purchasing Manager.

4.6 CONCESSIONAIRE shall conduct the authorized food and beverage service concession within the specified areas in order to provide food and beverage service to patrons, visitors, and attendees of the Sportsplex.

4.7 CONCESSIONAIRE shall not change or modify such use without the prior written consent of the Purchasing Manager.

SECTION 5. EXCLUSIVITY

The rights and activities granted to CONCESSIONAIRE pursuant to this Agreement are exclusive only to the Sportsplex Athletic Fields. Nothing contained in this Agreement shall preclude CITY from charging other fees to patrons of Sportsplex for other amenities or concessions.

SECTION 6. FEES

6.1 CITY and CONCESSIONAIRE agree that there is no monthly rental payment due to CITY during the term of this Agreement.

6.2 CONCESSIONAIRE shall pay to CITY, without billing on a monthly basis, the following percentages of financial statements:

6.2.1 CONCESSIONAIRE will pay CITY Twenty percent (20%) of net revenue from the concession stand payable to CITY monthly.

6.2.2 The CONCESSIONAIRE must provide the Contract Administrator, Jason Walsh Assistant Director of Parks and Recreation, with a monthly financial statement detailing all expenses incurred and revenue generated from the operation of the concession stand.CONCESSIONAIRE shall pay all fees required by this Agreement to the City of Coral Springs, 2501 Coral Springs Drive, Coral Springs, Florida 33065, Attn: Director of Parks and Recreation. Checks shall be made payable to the "City of Coral Springs."

SECTION 7. SALES TAX

The payment of state of Florida sales, consumer use or other similar taxes on concession goods is the responsibility of CONCESSIONAIRE and such tax shall be included in the price of the goods.

SECTION 8. FACILITY MANAGER

8.1 CONCESSIONAIRE shall hire and assign, at its own expense, a qualified experienced manager for its operations at the Sportsplex. Said manager or manager's authorized agent must be at least eighteen (18) years of age and will be physically available during reasonable operating hours. The qualifications of said manager shall be submitted to the Contract Administrator upon request, and subject to the reasonable approval of same by the Contract Administrator. During the hours when the manager is not on duty or available, the qualified manager's authorized agent shall be on duty designated by CONCESSIONAIRE or the manager at the Sportsplex. The manager and the qualified manager's authorized agent shall be authorized representatives of CONCESSIONAIRE and be entitled to responsibly act in all matters relating to the day-to-day operation of the Sportsplex hereunder. The Contract Administrator, upon request, shall be advised in writing of the names, addresses, social security numbers, and birth dates of the manager(s) and manager's authorized agent at the Sportsplex. CONCESSIONAIRE will endeavor to hire persons of good moral character and will investigate the background of those persons it wishes to employ, to the best of their ability.

8.2 CONCESSIONAIRE alone is responsible to properly inform all of its staff of the times, locations, allowable goods and all other provisions and requirements under this Agreement for the operation of the concession. CONCESSIONAIRE shall be solely responsible to cause the performance of such provisions and requirements and will be held liable for breach of the same.

8.3 CONCESSIONAIRE shall have adequate supervisory, accounting and other necessary staff to successfully manage and operate the concession. CONCESSIONAIRE shall cooperate fully and completely with CITY, its agents, employees and officers.

8.4 CONCESSIONAIRE hereby represents to CITY, with full knowledge that CITY is relying upon these representations when entering into this Agreement, that CONCESSIONAIRE has the professional expertise, experience and manpower to perform the services to be provided.

8.5 CONCESSIONAIRE has obtained or will obtain the required City of Coral Springs business tax receipt, Broward County Health Department Certificate, as well as any other necessary licensing and certification which may be applicable in connection with the operation and management of the concession area at the Sportsplex.

SECTION 9. PUBLIC CONTACT OF CONCESSIONAIRE'S AND CITY'S EMPLOYEES

CONCESSIONAIRE's and CITY's employees, agents, representatives, independent contractors, subcontractors, volunteers, partners, or others involved in the maintenance or operation of the Sportsplex in contact with the public shall perform their duties in an efficient and courteous manner. Failure of any of these persons to do so shall be grounds for his or her removal from duties in the Sportsplex by the responsible party's direct action, or via the Contract Administrator's or CONCESSIONAIRE's reasonable demand of the other as the responsible party if after the reasonable objection of a party, the party receiving the objection fails to take the necessary steps to correct the cause of such objection.

SECTION 10. OPERATING SCHEDULE

10.1 Subject to Section 4.05, the food and beverage service provided by CONCESSIONAIRE hours of operation will be determined by the Director of Parks and Recreation. The Contract Administrator reserves the right to approve any proposed changes by CONCESSIONAIRE to the schedule. The Contract Administrator shall review any proposed changes to the schedule within ten (10) calendar days of its submittal by CONCESSIONAIRE. The reasons for any non-approval shall be set forth in writing no later than ten (10) working days after submittal of such request.

10.2 The Contract Administrator may, upon notice to CONCESSIONAIRE, temporarily require a change in the daily hours or the number of days per week of operation, if, in the reasonable discretion of the Contract Administrator, such a change is desirable and reasonable in light of a substantial public health concern.

10.3 CONCESSIONAIRE recognizes that CITY will be conducting or permitting special events, from time to time, at the Sportsplex. These events may include CITY sponsored events, events that are produced by CITY with another entity and events that are produced by another entity only, with CITY's permission. CONCESSIONAIRE agrees to cooperate with the CITY, in a reasonable manner, which will not have a major impact on CONCESSIONAIRE. CITY will provide not less than thirty (30) calendar days written notice as to the occurrence of an event of major impact as described in this subparagraph.

SECTION 11. QUALITY OF CONCESSIONAIRE'S SERVICES

11.1 CONCESSIONAIRE shall conduct its operations in a business-like manner in accordance with this Agreement and so as to not unreasonably interfere with the public's use of other areas of the Sportsplex.

11.2 Each party shall control the conduct, demeanor, performance and appearance of its officers, members, employees, agents, volunteers, independent contractors, subcontractors, representatives, customers, and patrons and upon reasonable objection of the other party concerning the conduct, demeanor, performance or appearance of any such person, the party to whom such objection is made shall immediately take all necessary steps in the discretion of either party to correct the cause of such objection. The objecting party reserves the right to reasonably request that the other party remove any such person in the event that the steps to correct such objection are unsuccessful, the granting of which shall not be unreasonably withheld by CONCESSIONAIRE or CITY.

11.3 CONCESSIONAIRE shall furnish good, prompt, and efficient service adequate to meet all reasonable demands, therefore. The Contract Administrator may periodically evaluate CONCESSIONAIRE's performance under this Agreement. As a result of these performance evaluations, the Contract Administrator may reasonably request CONCESSIONAIRE to modify its operations so as to furnish good, prompt and efficient service.

11.4 CONCESSIONAIRE shall not conduct any business or activity on-site not specifically authorized by this Agreement, unless approved in writing by the Contract Administrator.

SECTION 12. EQUIPMENT AND SERVICE

12.1 CITY shall be responsible for maintaining the exterior of the Building. CONCESSIONAIRE shall be responsible for maintaining inside of the stand as well as the daily collection and disposal of garbage and trash generated by the sale of food and beverages.

12.2 CONCESSIONAIRE shall provide required devices or registers for recording original sales as approved in advance by the Contract Administrator.

12.3 CONCESSIONAIRE will provide the food and beverage equipment necessary to operate the concession stand except as otherwise provided. CITY and CONCESSIONAIRE acknowledge that the concession area includes the following fixed property: triple sinks, hand sink, shelves, and counters.

SECTION 13. MAINTENANCE AND REPAIRS

13.1 CONCESSIONAIRE'S taking possession of the concession areas shall be conclusive evidence of CONCESSIONAIRE's acceptance thereof in good, sanitary order, condition and repair and with no defects of any sort. CONCESSIONAIRE shall, at CONCESSIONAIRE's sole cost and expense, throughout the term of this Agreement, keep the concession areas in good condition and repair including maintenance, replacement and repairs, which may be necessary, in CITY's discretion, to the interior of the concession areas, to keep same in the condition delivered

to CONCESSIONAIRE on the commencement date hereof, ordinary wear and tear excepted. CONCESSIONAIRE shall promptly make, at CONCESSIONAIRE's sole cost and expense, all repairs in or to the concession areas property to which CONCESSIONAIRE is responsible.

13.2 CONCESSIONAIRE shall be responsible for the maintenance and upkeep of the concession areas, including but not limited to equipment and fixtures.

13.3 CITY shall maintain, at its sole expense, the maintenance, repair and/or replacement of all currently existing plumbing, pipes, electrical wiring and conduits, heating and air conditioning systems, as well as the maintenance of the existing roof in leak free condition.

13.4 CITY shall provide sufficient written notice to CONCESSIONAIRE of its intent to make repairs such that the making of said repairs does not constitute an inconvenience to CONCESSIONAIRE. CITY, however, shall have no liability to CONCESSIONAIRE, nor shall CONCESSIONAIRE's covenants and obligations hereunder be reduced or abated in any manner whatsoever by reason of any inconvenience, annoyance, interruption, or injury to business arising from CITY's making repairs or changes which CITY is required to or permitted to make by this Agreement or required by law, to make in any portion of the Sportsplex, including concession areas. CITY agrees to use its best efforts to not interrupt or interfere with CONCESSIONAIRE's business in the event repairs or changes are to be made on the Sportsplex property.

13.5 Damages. CONCESSIONAIRE shall repair all damage to the concession areas caused by CONCESSIONAIRE, its employees, agents, customers, invitees, visitors, or independent contractors contracting with CONCESSIONAIRE.

13.6 CITY shall not be liable for any damage or injury which may be sustained by any party or persons at the concession areas subject to the terms, conditions, and provisions of Section 18 hereinafter set forth.

SECTION 14. DEFAULT AND REMEDIES

The occurrence of any one or more of the following events shall constitute a default and a breach of this Agreement by CONCESSIONAIRE.

(a) The vacating or abandonment of any portion of the concession areas by CONCESSIONAIRE for a period of more than ten (10) business days, except to the extent that the Sportsplex may be closed.

(b) The failure by CONCESSIONAIRE to make payment of any amount due hereunder, when due, except for an act of God, where such failure shall continue for a period of ten (10) calendar days after the same is due.

(c) The failure by CONCESSIONAIRE to observe or perform any of the terms, covenants, or conditions of this Agreement to be observed or performed by CONCESSIONAIRE where such failure shall continue for a period of ten (10) calendar days after written notice thereby by CITY to CONCESSIONAIRE, provided, however, that if the nature of

CONCESSIONAIRE's default is such that more than ten (10) calendar days are reasonably required for its cure, then CONCESSIONAIRE shall not be deemed to be in default if CONCESSIONAIRE commences such cure within ten (10) calendar days and thereafter diligently prosecutes such cure to completion.

(d) The concession areas shall not be assigned for any other person/entity to operate other than expressly permitted under this Agreement.

(e) The assignment, transfer, mortgage, subletting, or other encumbrance of this Agreement by CONCESSIONAIRE or any other party in a manner not expressly permitted by this Agreement.

SECTION 15. REMEDIES

In the event of a breach of any of the terms or conditions of this Agreement, it is specifically acknowledged and agreed that either party shall, in addition to all other remedies which may be available in law or equity, have the right to enforce this Agreement by specific performance, injunctive relief, prohibition or mandamus to compel the other party to abide by the terms of this Agreement.

SECTION 16. TERMINATION

16.1 Upon fourteen (14) calendar days written notice delivered by certified mail, return receipt requested, to CONCESSIONAIRE, CITY may, without cause and without prejudice to any other right or remedy, terminate the Agreement for CITY's convenience whenever CITY determines that such termination is in the best interest of CITY. Where the Agreement is terminated for the convenience of CITY the notice of termination to CONCESSIONAIRE must state that the Agreement is being terminated for the convenience of CITY under the termination clause and the extent of termination. Upon receipt of the Notice of Termination for convenience, CONCESSIONAIRE shall promptly discontinue all work at the time and to the extent indicated on the Notice of Termination, terminate all outstanding subcontractors and purchase orders to the extent that they relate to the terminated portion of the Agreement and refrain from placing further orders and subcontracts except as they may be necessary, to complete any continued portions of the work.

16.2 In the event CONCESSIONAIRE shall default in or violate any of the terms, obligations, restrictions or conditions of this Agreement, CITY shall give CONCESSIONAIRE written notice by certified mail of the default and that such default shall be corrected or actions taken to correct such default shall be commenced within ten (10) calendar days thereof. In the event CONCESSIONAIRE has failed to correct the condition(s) of the default or the default is not remedied to the satisfaction and approval of CITY, CITY shall have all legal remedies available to it, including, but not limited to, termination of this Agreement in which case CONCESSIONAIRE shall be liable for all re-procurement costs and any and all damages permitted by law arising from the default and breach of this Agreement.

16.3 Upon fourteen (14) calendar days written notice delivered by certified mail, return receipt requested, to CITY, CONCESSIONAIRE may, without cause and without prejudice to any other right or remedy, terminate this Agreement for CONCESSIONAIRE's convenience whenever CONCESSIONAIRE determines that such termination is in the best interest of CONCESSIONAIRE.

SECTION 17. INSURANCE

17.1 CONCESSIONAIRE, without waiving its right of sovereign immunity as provided by Section 768.28, Florida Statutes, acknowledges that it is self-insured for general, professional and automobile liability under Florida Statutes with coverage limits of Two Hundred Thousand Dollars ($200,000) per person and Three Hundred Thousand Dollars ($300,000) per occurrence, or such monetary waiver limits that may change and be set by the legislature.

17.2 In accordance with Florida Statute 768.28, provide evidence of self-insurance for liability and workers' compensation coverage.

17.3 These insurance requirements shall not relieve or limit the liability of CONCESSIONAIRE. CITY does not in any way represent that the types and amounts of insurance required hereunder are sufficient or adequate to protect CONCESSIONAIRE's interests or liabilities but are merely minimum requirements established by CITY's Risk Management Coordinator. CITY reserves the right to require any other insurance coverages that CITY deems necessary depending upon the risk of loss and exposure to liability.

17.4 The required insurance coverage shall be issued by an insurance company authorized and licensed to do business in the State of Florida, with the minimum rating of B+ to A+, in accordance with the latest edition of A.M. Best's Insurance Guide.

17.5 CONCESSIONAIRE shall require each of its subcontractors of any tier to maintain the insurance required herein (except as respects limits of coverage for employers and public liability insurance which may not be less than One Million ($1,000,000) Dollars for each category), and CONCESSIONAIRE shall provide verification thereof to CITY upon request of CITY.

17.6 All required insurance policies shall preclude any underwriter's rights of recovery or subrogation against CITY with the express intention of the parties being that the required insurance coverage protects both parties as the primary coverage for any and all losses covered by the above described insurance.

17.7 CONCESSIONAIRE shall ensure that any company issuing insurance to cover the requirements contained in this Agreement agrees that they shall have no recourse against CITY for payment or assessments in any form on any policy of insurance.

17.8 The clauses "Other Insurance Provisions" and "Insured Duties in the Event of an Occurrence, Claim or Suit" as it appears in any policy of insurance in which CITY is named as an additional named insured shall not apply to CITY. CITY shall provide written notice of occurrence within fifteen (15) working days of CITY's actual notice of such an event.

17.9 CONCESSIONAIRE shall not commence performance of its obligations under this Agreement until after it has obtained all of the minimum insurance herein described and the same has been approved.

17.10 Violation of the terms of this Section and its subparts shall constitute a breach of the Agreement and CITY, at its sole discretion, may cancel the Agreement and all rights, title and interest of CONCESSIONAIRE shall thereupon cease and terminate.

SECTION 18. INDEMNIFICATION

18.1 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.

SECTION 19. GOVERNING LAW; VENUE

19.1 The validity, construction and effect of this Agreement shall be governed by the laws of the State of Florida.

19.2 Any claim, objection or dispute arising out of the terms of this Agreement shall be litigated in the Seventeenth Judicial Circuit in and for Broward County, Florida.

SECTION 20. COMPLIANCE WITH LAWS

CONCESSIONAIRE shall comply with all statutes, laws, ordinances, rules, regulations and lawful orders of the United States of America, State of Florida, and the City of Coral Springs and of any other public authority, which may be applicable to the use of the facilities by CONCESSIONAIRE.

SECTION 21. ATTORNEY'S FEES AND COSTS

The prevailing party in any legal action against the other party shall be entitled to its reasonable attorney's fees and costs, and interest at the maximum rate allowable by law.

SECTION 22. RECORDS AND AUDIT

22.1 CITY reserves the right to audit the records of CONCESSIONAIRE relating to this Agreement any time during the performance and term of the Agreement and for a period of three (3) years after completion and acceptance by CITY. If required by CITY, CONCESSIONAIRE shall agree to submit to an audit by an independent certified public accountant selected by CITY. CONCESSIONAIRE shall allow CITY to inspect, examine and review the records of CONCESSIONAIRE at any and all times during normal business hours during the term of this

Agreement.

22.2 IF CONCESSIONAIRE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONCESSIONAIRE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT THE CITY OF CORAL SPRINGS, GEORGIA ELLIOTT, CMC, CITY CLERK, 9500 WEST SAMPLE ROAD, CORAL SPRINGS, FLORIDA 33065, GELLIOTT@CORALSPRINGS.GOV, TELEPHONE NUMBER (954) 344-1074.

CONCESSIONAIRE understands, acknowledges and agrees that CONCESSIONAIRE shall, pursuant to Section 119.0701, Florida Statutes, as amended from time to time, do the following:

(1) Keep and maintain public records required by CITY to perform the service.

(2) Upon request from CITY'S custodian of public records, provide CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law or CITY policy.

(3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if CONCESSIONAIRE does not transfer the records to CITY.

(4) Upon completion of the contract, transfer, at no cost, to CITY all public records in possession of CONCESSIONAIRE or keep and maintain public records required by CITY to perform the service. If CONCESSIONAIRE transfers all public records to CITY upon completion of the contract, CONCESSIONAIRE shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CONCESSIONAIRE keeps and maintains public records upon completion of the contract, CONCESSIONAIRE shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to CITY, upon request from CITY'S custodian of public records, in a format that is compatible with the information technology systems of CITY.

REQUEST FOR NONCOMPLIANCE

(a) A request to inspect or copy public records relating to a CITY'S contract for services must be made directly to CITY. If CITY does not possess the requested records, CITY shall immediately notify CONCESSIONAIRE of the request, and CONCESSIONAIRE must provide the records to CITY or allow the records to be inspected or copied within a reasonable amount of time.

(b) If CONCESSIONAIRE does not comply with CITY'S request for records, CITY shall enforce the contract provisions in accordance with the contract.

(c) Any CONCESSIONAIRE who fails to provide the public records to CITY within a reasonable time may be subject to penalties under Section 119.10.

CIVIL ACTION

(a) If a civil action is filed against CONCESSIONAIRE to compel production of public records relating to a CITY'S contract for services, the court shall assess an award against CONCESSIONAIRE the reasonable costs of enforcement, including reasonable attorney fees, if:

(1) The court determines that CONCESSIONAIRE unlawfully refused to comply with the public records request within a reasonable time; and

(2) At least eight (8) business days before filing the action, the plaintiff provided written notice of the public records request, including a statement that CONCESSIONAIRE has not complied with the request, to CITY and to CONCESSIONAIRE.

(b) A notice complies with subparagraph (a)2. if it is sent to CITY'S custodian of public records and to CONCESSIONAIRE at CONCESSIONAIRE'S address listed on its contract with CITY or to CONCESSIONAIRE'S registered agent. Such notices must be sent by common carrier delivery service or by registered, Global Express Guaranteed, or certified mail, with postage or shipping paid by the sender and with evidence of delivery, which may be in an electronic format.

(c) Any CONCESSIONAIRE who complies with a public records request within eight (8) business days after the notice is sent is not liable for the reasonable costs of enforcement.

SECTION 23. SEVERABILITY

Should any part, term or provision of this Agreement be found invalid by a court of competent jurisdiction to be illegal or in conflict with any law of the state, the validity of the remaining portions or provisions shall not be affected thereby.

SECTION 24. ENTIRE AGREEMENT; NO ORAL MODIFICATION

This Agreement constitutes the entire and integrated agreement between the parties with regard to the matters set forth herein and supersedes all prior negotiations, representations or agreements whether written or oral. Modification to this Agreement can only be made in a written instrument executed by both parties. Reference to the Agreement shall be deemed to include any duly executed modification, change or supplement. The failure of a party to seek redress for violation of or to insist on strict performance of any of the covenants of this Agreement shall not be construed as a waiver or relinquishment for the future of any covenant, term, condition or election but the same shall continue and remain in full force and effect.

SECTION 25. NO REPRESENTATIONS

The respective officers, agents and/or employees of both CITY and CONCESSIONAIRE have not made any representations or promises except as expressly set forth in this Agreement.

SECTION 26. NONDISCRIMINATION

CONCESSIONAIRE does hereby for itself, its personal representatives, successors in interest, and assigns, as part of the consideration hereof, covenant and agree that no person on the grounds of race, color, religion, national origin, sex, age, or handicap shall be excluded from participation in, be denied the benefits of or be otherwise subjected to discrimination in the use of said concession area or in said CONCESSIONAIRE's programs and policies or special events.

SECTION 27. RADON GAS

Radon is a naturally occurring radioactive gas that, when it is accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding Radon and Radon testing may be obtained from your county health unit.

SECTION 28. CONTRACT ADMINISTRATOR AND CONCESSIONAIRE'S DESIGNATED REPRESENTATIVE

The Contract Administrator for CITY for this Agreement shall be appointed by the Director of Parks and Recreation. CONCESSIONAIRE's designated representative for this Agreement is Coral Glades High School Principal or designee. In administration of this Agreement, as contrasted with matters of policy, all parties may rely upon the instructions or determinations made by the respective Contract Administrator and designated representative. CONCESSIONAIRE may, from time to time, in its absolute discretion, change its designated representative upon written notice to CITY.

SECTION 29. SCRUTINIZED COMPANIES OR OTHER ENTITIES

Pursuant to Section 287.135(5), Florida Statutes, CONCESSIONAIRE certifies that it is not participating in a boycott of Israel. CITY may terminate this Agreement if CONCESSIONAIRE is found to have been placed 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 30. NOTICES

All notices or other communications required by this Agreement shall be in writing and deemed delivered upon mailing by registered or certified mail, return receipt requested, hand-delivery, overnight courier, facsimile or email to the following persons and addresses:

CITY:	Miguel Machuca, Purchasing Manager City of Coral Springs 9500 West Sample Road Coral Springs, Florida 33065 Tel.: (954) 344-1101 Email: mmachuca@coralsprings.org
COPY TO:	Robert Hunter, Director of Parks and Recreation City of Coral Springs 2501 Coral Ridge Drive Coral Springs, Florida 33065 Tel.: (954) 344-1841 Email: rhunter@coralsprings.gov
CONCESSIONAIRE:	The School Board of Broward County Director, Facility Planning & Real Estate Department 600 Southeast 3rd Avenue Fort Lauderdale, Florida 33301
COPY TO:	Dr. Mark J. Kaplan, Principal Coral Glades High School 2700 Sportsplex Drive Coral Springs, Florida 33065

SECTION 31. 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.

SECTION 32. 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.

SECTION 33. 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.

SECTION 34. BINDING EFFECT

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

SECTION 35. 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.

SECTION 36. 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 this Agreement and shall not be construed to create a conflict with the provisions of this Agreement.

SECTION 37. 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.

SECTION 38. 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.

SECTION 39. 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.

SECTION 40. 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.

SECTION 41. E-VERIFY

In accordance with Section 448.095, *Florida Statutes*, the Parties agrees as follows:

(a) Each Party represents that it is registered with and uses the E-Verify system as required by Section 448.095, *Florida Statutes*, and shall remain registered with and continue to use the E-Verify System for the term of this Agreement.

(b) CONCESSIONAIRE shall require an affidavit from each subcontractor providing that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. CONTRACTOR shall retain a copy of the affidavit for the term of this Agreement and all renewals thereafter, and in accordance with all other Sections of this Agreement.

(c) CITY shall terminate this Agreement if CITY has a good faith belief that CONCESSIONAIRE has knowingly violated Section 448.09(1), *Florida Statutes*.

(d) CONCESSIONAIRE shall terminate any agreement with any subcontractor if CONCESSIONAIRE has a good faith belief that the subcontractor has knowingly violated of Section 448.09(1), *Florida Statutes*.

(e) CITY shall notify and order CONCESSIONAIRE to immediately terminate a contract with a subcontractor if CITY has a good faith belief that CONCESSIONAIRE'S subcontractor knowingly violated this Section, but CONCESSIONAIRE has otherwise complied with this Section.

(f) A contract terminated pursuant to this Section is not a breach of contract and shall not be considered as such.

(g) CONCESSIONAIRE shall be liable for any and all additional costs incurred by

CITY as a result of the termination of this Section.

SECTION 42. 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.

SECTION 43. 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.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK; SIGNATURE PAGES TO FOLLOW]

IN WITNESS WHEREOF, the CITY OF CORAL SPRINGS and THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA have caused these present to be executed in their respective names by the proper officials the day and year first above written.

APPROVED AS TO FORM:

VANESA DRAGUTINOVIC
Assistant City Attorney

CITY OF CORAL SPRINGS, FLORIDA

MIGUEL MACHUCA, Purchasing Manager

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK; SIGNATURE PAGE TO FOLLOW]

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

By: _____
Sarah Leonardi, Chair

ATTEST:

_____
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

2026-11-10	Regular School Board Meeting
CATEGORY:	J. Capital Programs
DEPARTMENT:	Facility Planning & Real Estate

Agenda Item Number:	J-4.
Consent Item:	Consent
Special Order:	NO
Time for Special Order:	

TITLE:

First Amendment to Lease Agreement – Mobile School Pantry Inc.

REQUESTED ACTION:

Approve the First Amendment to the Lease Agreement between The School Board of Broward County, Florida (SBBC) and The Mobile School Pantry Inc. South Florida (MSP) to extend the lease term for an additional two years at the Gulfstream Early Childhood Center of Excellence (GECCE). 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
- First Amendment Lease

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:	Mark Dorsett	Phone:	754-321-2659
Name:	Luis Laboy	Phone:	754-321-2167

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Senior Leader & Title

Mark Dorsett, Chief Facilities Officer - Task Assigned

Signature

Mark Dorsett, Chief Facilities Officer - Task Assigned Oct 27,

Electronic Signature

Form $4189 Revised 9/26

HH/JJS

Approved in Open Board Meeting On: November 10, 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

First Amendment to Lease Agreement with The Mobile School Pantry Inc.

Board Meeting Date: November 10, 2026

Requested Action: Approve the First Amendment to the Lease Agreement between the School Board of Broward County, Florida (SBBC) and The Mobile School Pantry Inc. South Florida (MSP) to extend the lease term for an additional two years at the Gulfstream Early Childhood Center of Excellence (GECCE).

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 School Board votes "Yes"	• MSP will continue leasing approximately 224 square feet of space within Building No. 6 at GECCE through February 16, 2029, and continue providing food distribution services supporting students and families throughout Broward County.
If the School Board votes "No"	• The lease will expire on February 16, 2027, requiring MSP to vacate the premises and relocate its operations to another facility.
Alignment to the 2027 Strategic Goals and Guardrails	• Business Operations
Measurable Outcome(s)/Return on Investment	• Continued community partnership supporting food distribution services for students and families while maintaining occupancy of District space. MSP will continue providing in-kind services equivalent to the rental value of the leased premises and pay operating expenses associated with the space.

Background/History

On October 15, 2024, SBBC approved a Lease Agreement with The Mobile School Pantry Inc. South Florida for approximately 224 square feet of space located within Building No. 6 at the Gulfstream Early Childhood Center of Excellence. The initial two-year term commenced on February 17, 2025, and is scheduled to expire on February 16, 2027.

MSP's mission is to provide nutritious, healthy grocery items to students and families attending Title I schools throughout South Florida. The leased space is utilized to house staff, store resources, and support MSP food distribution operations throughout Broward County.

The Lease Agreement provides for one additional two-year renewal term. Through this First Amendment, SBBC and MSP desire to exercise the renewal option and extend the agreement through February 16, 2029. The amendment implements the annual three percent (3%) increase by establishing the applicable in-kind rental values and operating expense amounts for each year of the renewal term. Except as expressly modified by the First Amendment, all other terms and conditions of the Lease Agreement remain in full force and effect.

Approval of this amendment will allow MSP to continue providing food distribution and related community support services while maintaining its operations at GECCE through February 16, 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

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:	February 17, 2027 through February 16, 2029
Multi-Year Agreement:	Yes, Two Years
Procurement Method:	**Piggyback Agreement** (Yes/No): No **Acquisition Method**: First Amendment to Existing Lease 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:

There is no direct negative financial impact to SBBC. In lieu of cash rent, MSP provides in-kind services equivalent to the rental value of the leased space and reimburses SBBC for operating expenses associated with the premises. Annual rental value and operating expenses increase by three percent (3%) in accordance with the Lease Agreement. If MSP's qualifying in-kind expenditures are less than the applicable annual base rental value, MSP must pay SBBC the difference in accordance with the Lease Agreement.

New / Current Requested Agreement Authority		
Agreement Authority Terms	**Length of Agreement Terms**	**Total Agreement Amount**
2/17/2027 – 2/16/2029	**Two Years**	N/A; no District expenditure is requested.

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**

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 amendment supports continued food distribution services to benefit students and families throughout Broward County while maintaining an existing community partnership.
School Selection /Prioritization	The leased space is located at GECCE and is occupied exclusively by MSP pursuant to the existing Lease Agreement.
Community/ Stakeholder Engagement	The amendment was developed collaboratively between SBBC and MSP to continue services provided to students and families.
End-User Input	MSP requested exercise of the renewal option permitted under the Lease Agreement.
Technology/Capital Expected Lifecycle/Replacement Cycle	Not Applicable

Additional Backup:

First Amendment Lease

FIRST AMENDMENT TO LEASE AGREEMENT

THIS FIRST AMENDMENT TO LEASE AGREEMENT made and entered into this 10th day of November 2026, by and between:

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
(hereinafter referred to as "SBBC"),
a political subdivision of the State of Florida
having its principal place of business at
600 Southeast Third Avenue, Fort Lauderdale, Florida 33301

and

THE MOBILE SCHOOL PANTRY INC. SOUTH FLORIDA
(hereinafter referred to as "MSP"),
a Florida non-profit corporation
whose principal place of business is
3409 W Park Road, Hollywood, Florida 33021

WHEREAS, on October 15, 2024, SBBC approved a Lease Agreement with MSP ("Lease Agreement") with a two year initial term that commenced on February 17, 2025, and unless extended or terminated, will naturally expire on February 16, 2027; and

WHEREAS, MSP currently leases 224 square feet of space in Building No. 6 within SBBC property at the Gulfstream Early Childhood Center of Excellence (GECCE), to provide nutritious, healthy grocery items to students and families at Title 1 schools throughout South Florida and host staff, store resources, and support MSP food distribution operations throughout Broward County; and

WHEREAS, the Lease Agreement permits a single two (2) year extension; and

WHEREAS, SBBC and MSP mutually desire to extend the term of the Lease Agreement for an additional two (2) years under the same terms and conditions, and subject to a 3% increase in the base rental fee and operating expenses as cited in Sections 2.05 and 2.06 of the Lease 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:

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 sections 2.01 and 2.14 of the Lease Agreement, the renewal term shall commence on February 17, 2027 and continue through to February 16, 2029, unless terminated earlier pursuant to section 3.06 of the Lease Agreement.

3. **Amended Provisions**. The parties hereby agree to the following amended provisions to the Agreement:

The parties hereby agree to amend Articles 2.05 and 2.06 of the Lease Agreement via interlineation as set forth herein below:

(a) **REMOVE AND REPLACE** Article 2.05 in its entirety as follows:

2.05 **In-Kind Services.** In lieu of the payment of base rental fee for use of the Leased Facilities, MSP agrees to assign MSP personnel to the Leased Facilities to deliver MSP services and programmatic services as specified in Section 2.03 in this Lease Agreement ("In Kind Services") for the term of this Lease Agreement. The base rental fee for the Leased Facilities shall be based upon the rental rate for one (1) classroom as established in the SBBC Lease Rate Schedule. Consistent with the terms of the original Lease Agreement, the base rental fee shall increase annually by three percent (3%) throughout the renewal term and each year thereafter. Therefore, the base rental fee for the Leased Facilities shall be as follows:

a. February 17, 2027, through February 16, 2028:
   Annual Base Rental Fee: $37,178.39
   Monthly Base Rental Fee: $ 3,098.20

b. February 17, 2028, through February 16, 2029:
   Annual Base Rental Fee: $38,293.74
   Monthly Base Rental Fee: $ 3,191.15

c. MSP shall expend at least the applicable monthly base rental fee to hire and pay MSP personnel who will be housed at the Leased Facilities and assigned to deliver services as stated in Section 2.03 of this Lease Agreement. Prior to the commencement of each renewal term, MSP shall provide documentation to SBBC showing the amount that MSP will expend through the term of the Lease Agreement for the provision of services provided as part of this Lease Agreement. MSP shall annually provide said documentation to the Superintendent or designee within ninety (90) calendar days after the beginning of each school year. MSP agrees that if the amount expended is less than the required annual base rental fee, MSP shall pay SBBC the difference as provided in this Lease Agreement.MSP agrees that this Lease Agreement shall immediately terminate if such payment is not timely made, and that MSP will immediately vacate the Leased Facilities no later than fourteen (14) days thereafter.

(b) **REMOVE AND REPLACE** Article 2.06 in its entirety as follows:

2.06 **Operating Expenses.** The operational cost paid regarding use of the Leased Facilities shall be based upon the historical operating expense of the GECCE. Consistent with the terms of the Lease Agreement, the Operating

Expenses shall increase annually by three percent (3%). Therefore, the Operating Expenses for the Leased Facilities shall be as follows:

a. February 17, 2027, through February 16, 2028:
   Annual Operating Expenses: $366.39
   Monthly Operating Expenses: $ 30.53

b. February 17, 2028, through February 16, 2029:
   Annual Operating Expenses: $377.38
   Monthly Operating Expenses: $ 31.45

c. All payments of the Operating Expenses will be made and paid on the first day of each calendar month by MSP to SBBC via the Executive Director, Family & Community Engagement at the address specified in Section 2.36. The Operating Expenses will be paid by MSP in twelve (12) equal monthly payments, and the payments will be reconciled annually against the actual costs incurred by SBBC for operating the Premises during the past twelve (12) months. MSP will be provided a five (5) business day grace period to make all applicable payments as required in this Agreement.

d. All payments received after the fifth (5th) business day shall be considered late and MSP will be required to pay a five percent (5%) late fee charge on the amount due at time of payment to SBBC. Any applicable credits due to the MSP will be applied to the following month(s) Operating Expenses payment(s), and payments made by MSP during the past twelve (12) months to SBBC if below the actual costs incurred by SBBC for operating the GECCE during the past twelve (12) months will be paid to SBBC within thirty (30) calendar days upon receipt of invoicing from SBBC regarding the same. Any applicable debits due will be applied to the following month(s)' Operating Expenses payment(s). SBBC will make every effort to provide MSP with any forecasts or advance notice of changes to Operating Expenses that could significantly impact the payments required by MSP.

4. **Order of Precedence Among Agreement Documents.** In the event of conflict between the provisions of the Lease Agreement and the provisions contained herein, the provisions of the following documents shall take precedence in this order:

   a. This First Amendment to Lease Agreement; and
   b. The Lease Agreement

5. **Other Provisions Shall Remain in Force.** Except as expressly provided herein, all other provisions of the Lease Agreement dated October 15, 2024, shall remain in full force and effect and the parties ratify and confirm the terms of the Lease as modified by this Amendment. MSP and SBBC each certify that they have no offsets, defenses, or claims under the Lease; and that there are no defaults existing under the Lease on the part of either party.

IN WITNESS WHEREOF, the parties hereto have each executed this First Amendment on the dates indicated below.

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)

FOR MSP

ATTEST:

THE MOBILE SCHOOL PANTRY INC. SOUTH FLORIDA

By: Zeina Zein Wolland
Zeina Zein-Wolland, President

_____
, Secretary

-or-

Mathalie Harris
Witness

Corina Concepcion
Witness

The Following Notarization is Required for Every Lease Agreement Without Regard to Whether MSP Chose to Use a Secretary's Attestation or Two (2) Witnesses.

STATE OF Florida
COUNTY OF Braward

The foregoing instrument was acknowledged before me, by means of ☒ physical presence or ☐ online notarization, this 13 day of October, 2026 by Zeina Zein-Wolland of The Mobile School Pantry Inc. on behalf of the corporation. She is personally known to me or produced

Florida ID as identification and did/did not first take an oath.
Type of Identification

My Commission Expires: 9/10/2029

Rodrigo
Signature – Notary Public

Rodrigo Sotelo
Printed Name of Notary

HH 718467
Notary's Commission No.

(SEAL)

RODRIGO SOTELO
Notary Public, State of Florida
Commission No. HH 718467
My Comm. Exp. 9/10/2029

Status: ORIGINAL

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

2026-11-10	Regular School Board Meeting
CATEGORY:	J. Capital Programs
DEPARTMENT:	Facility Planning & Real Estate

Agenda Item Number:	J-5.
Consent Item:	Consent
Special Order:	NO
Time for Special Order:	

TITLE:

Second Amendment to Master Lease Agreement

REQUESTED ACTION:

Approve the Second Amendment to Master Lease Agreement (Agreement) between The School Board of Broward County, Florida (SBBC) and The City of Coral Springs, Florida (City) to memorialize the scope of work and timing of certain recreational improvements that the City wishes to make to Lions Park which is located adjacent to James S. Hunt Elementary School. District 4

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
- Second Amendment Lease

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:	Mark Dorsett	Phone:	754-321-2659
Name:	Luis Laboy	Phone:	754-321-2167

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Senior Leader & Title

Mark Dorsett, Chief Facilities Officer - Task Assigned

Signature

Mark Dorsett, Chief Facilities Officer - Task Assigned Oct 27,

Electronic Signature

Form $4189 Revised 9/26

HH/JJS

Approved in Open Board Meeting On: November 10, 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

Second Amendment to Master Lease Agreement

Board Meeting Date: November 10, 2026

Requested Action: Approve the Second Amendment to Master Lease Agreement (Agreement) between The School Board of Broward County, Florida (SBBC) and The City of Coral Springs, Florida (City) to memorialize the scope of work and timing of certain recreational improvements that the City wishes to make to Lions Park which is located adjacent to James S. Hunt 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: District 4	
School Board Policy Requirement	• School Board Policy 7511
Statutory Requirement	• Not Applicable
If the School Board votes "Yes"	• The City may proceed with the City Improvements described in the Agreement, at its sole cost and expense, subject to SBBC's prior written approval of plans and specifications and all other Agreement requirements. Optional improvements may be performed only with SBBC's prior written approval.
If the School Board votes "No"	• The City Improvements contemplated by the Second Amendment will not be authorized under the Agreement, and existing conditions within Lions Park will remain unchanged unless addressed through a future approved arrangement.
Alignment to the 2027 Strategic Goals and Guardrails	• Business Operations
Measurable Outcome(s)/Return on Investment	• Students of James S. Hunt Elementary School and the surrounding community will benefit from improved recreational facilities and upgraded park amenities at no cost to SBBC.

Background/History
On June 18, 1996, SBBC and the City entered into a Master Lease Agreement permitting the City's use of a portion of the James S. Hunt Elementary School campus for community recreational purposes. On June 1, 2004, the parties executed a First Amendment that modified the Lease Area to exclude the existing tennis court area so that SBBC could construct two buildings for additional classroom space.

The City now proposes to make improvements within Lions Park and certain adjacent areas subject to the Master Lease Agreement, as amended. The proposed improvements include:

- Removal of existing fencing and other obsolete site improvements;
- Installation of new fencing around the park area;
- Removal of the baseball infield clay and replacement with sod;
- Removal of the sand volleyball court and replacement with sod;
- Resurfacing and expansion of existing walkways in select areas;
- Removal of former scoreboard support posts;
- Removal of the existing playground and replacement with sod;
- Resurfacing and restriping of the existing parking area, including ADA spaces;
- Irrigation improvements to support newly sodded areas; and
- Optional improvements, subject to SBBC approval, including basketball court resurfacing and fencing improvements.

All required improvements must be completed no later than December 31, 2027, unless SBBC approves an extension in writing. The City must submit detailed engineered plans and specifications and obtain SBBC's prior written approval before commencing any work.

The Lease Area affected by the Agreement is depicted in the historical exhibit attached to the amendment.

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:	No new lease term is established. The Master Lease Agreement and First Amendment remain in full force and effect except as expressly modified by the Second Amendment.
Multi-Year Agreement:	N/A
Procurement Method:	**Piggyback Agreement** (Yes/No): 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.		
New / Current Requested Agreement Authority		
Agreement Authority Terms	**Length of Agreement Terms**	**Total Agreement Amount**
N/A	N/A	$0
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	James S. Hunt Elementary School
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:

Second Amendment to Master Lease Agreement

SECOND AMENDMENT TO MASTER LEASE AGREEMENT

THIS SECOND AMENDMENT TO MASTER LEASE AGREEMENT, made and entered into this _____ day of _____ 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

CITY OF CORAL SPRINGS, FLORIDA
(hereinafter referred to as "CITY")
a Florida municipal corporation
whose principal place of business is
9550 West Sample Road, Coral Springs, Florida 33065

WHEREAS, on June 18, 1996, the SBBC and CITY entered into a Master Lease Agreement allowing the CITY use of a portion of school grounds for community recreational purposes; and

WHEREAS, on June 1, 2004, SBBC and CITY (collectively, the "Parties") entered into an Amendment to Master Lease Agreement (the "**First Amendment**"), which amended the "LEASE AREA" to exclude the existing tennis court area so that SBBC could construct two buildings for additional classroom space at James S. Hunt Elementary School; and

WHEREAS, the CITY desires to construct the capital improvements described in **Exhibit "A"** (the "**City Improvements**") within the Lease Area depicted in Exhibit A (Amended) to the First Amendment, a copy of which is attached hereto as Exhibit "B"; and

WHEREAS, the Parties believe that the City Improvements will be of mutual benefit to the community and to the students of James S. Hunt Elementary School.

NOW, THEREFORE, in consideration of the premises and mutual covenants hereinafter contained, 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. **Conditions.** The CITY shall construct and complete the City Improvements described in Exhibit "A" within the Lease Area depicted in Exhibit A (Amended) to the First Amendment, at the CITY's sole cost and expense. Before commencing any work, the CITY shall submit detailed engineered plans and specifications for all proposed work to SBBC and obtain SBBC's prior written approval. The CITY shall obtain all required permits, licenses, approvals, and governmental authorizations; comply with all applicable federal, state, county, and local laws,

ordinances, rules, regulations, codes, permit conditions, and governmental requirements; and comply with all applicable insurance, indemnification, maintenance, repair, restoration, and other requirements contained in the Master Lease Agreement and First Amendment. The CITY shall be responsible for the acts and omissions of its employees, agents, contractors, subcontractors, consultants, invitees, and representatives in connection with the City Improvements and all work performed pursuant to this Second Amendment. CITY shall coordinate construction access and scheduling with SBBC so as not to unreasonably interfere with school operations and promptly repair or restore any portion of SBBC property damaged or disturbed by the work to a condition equal to or better than the condition existing immediately prior to commencement of the work, subject to SBBC's reasonable approval. The items identified in Exhibit "A" as optional additional work may be performed only with SBBC's prior written approval. The CITY shall complete all non-optional City Improvements no later than December 31, 2027, unless SBBC approves an extension in writing. Nothing in this Second Amendment grants the CITY any license, leasehold interest, or other right beyond the rights granted under the Master Lease Agreement, as amended.

3. **Order of Precedence among Agreement Documents.** In the event of a conflict among the provisions of this Second Amendment, the First Amendment, and the Master Lease Agreement, the documents shall control in the following order:

(a) this Second Amendment; then

(b) the First Amendment; then

(c) the Master Lease Agreement

4. **Other Provisions Remain in Force.** Except as expressly amended by this Second Amendment, the Master Lease Agreement and First Amendment remain in full force and effect.

5. **Authority.** Each person signing this Second Amendment on behalf of a Party represents and warrants that the person has full legal authority to execute this Second Amendment on behalf of, and to bind and obligate, that Party.

6. **Effective Date.** This Second Amendment shall become effective upon execution by both Parties and the receipt of all approvals required by law and by each Party's governing authority ("Effective Date").

(Remainder of page intentionally left blank; signature pages follow)

IN WITNESS WHEREOF, the Parties have executed this Second Amendment to Master Lease Agreement on the dates indicated below.

FOR SBBC

(CORPORATE SEAL)

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:

_____
Office of the General Counsel

(Remainder of page intentionally left blank; signature page follows)

FOR CITY

ATTEST:

Georgia Elliott, CMC, City Clerk

THE CITY OF CORAL SPRINGS, FLORIDA, a municipal corporation of the State of Florida

By: _____
Scott Brook, Mayor

APPROVED AS TO FORM:

Vanessa Dragutinovic
Assistant City Attorney

Exhibit "A"

Scope of Work*

- Demolish and remove all existing improvements including fencing, two concrete dugouts, asphalt and concrete pads, and one concrete light pole
- New six (6) foot high black PVC coated steel fencing around entire field.
- Remove clay infield of existing baseball field and replace it with sod (Bermuda grass).
- Remove sand volleyball court including posts and net and replace with sod (St. Augustine grass).
- Mill and resurface existing asphalt walkway along east and south side of property and expand walkway in select areas.
- Remove I-Beam posts on north side of property (scoreboard no longer exists).
- Remove existing playground and replace with sod (St. Augustine grass).
- Mill and resurface existing parking lot and re-stripe parking stalls and ADA spaces.
- Improve existing irrigation to provide additional coverage for newly sodded areas.
- Resurface existing basketball courts; apply new acrylic resurfacer over entire court area as well as acrylic color concentrate (*optional additional work, subject to SBBC's prior written approval).
- Remove and replace existing basketball court fence with 10 foot galvanized steel chain link fence; size and dimensions of fencing would remain same as existing (*optional additional work, subject to SBBC's prior written approval).
- Remove and replace existing 4 foot high chain link fencing along canal on south side of property and replace with 6 foot high black vinyl fencing (*optional additional work, subject to SBBC's prior written approval).

*SBBC written approval is defined as approval from the SBBC Building Department in the form of a permit. Prior to commencement of any work, the CITY shall submit detailed engineered plans and specifications to SBBC describing all proposed work. SBBC must approve such plans and specifications in writing before any work may commence.

All City Improvements other than optional additional work shall be completed on or before December 31, 2027, unless SBBC approves an extension in writing.

Exhibit "B"

Amendment to Master Lease Agreement dated June 1, 2004, including Exhibit A (Amended)

AMENDMENT TO MASTER LEASE AGREEMENT

THIS IS AN AMENDMENT TO LEASE AGREEMENT made and entered into as of the 1st day of June, 2004 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 CORAL SPRINGS
(hereinafter referred to as "CITY"),
whose principal place of business is
9551 West Sample Road, Coral Springs, Florida 33065

WHEREAS, SBBC is the controlling body of the Public Schools of Broward County, Florida, and does own certain school sites and other real estate parcels located in Coral Springs, Broward County, Florida, hereinafter referred to as "school grounds"; and

WHEREAS, on June 18, 1996, the SBBC and the CITY entered into a Master Lease Agreement allowing the City of Coral Springs use of a portion of school grounds for community recreational purposes; and

WHEREAS, by reason of an increase in the student population attending Hunt Elementary School and the implementation of Class Size Reduction legislation, SBBC requires the use of the underlying land area where the existing tennis courts are situated; and

WHEREAS, the SBBC would use the said land to construct two buildings consisting of classrooms; and

WHEREAS, the CITY is desirous of utilizing classroom facilities at Hunt Elementary School to operate a summer program; and

WHEREAS, the SBBC and City have agreed to amend the "LEASE AREA" designated in Exhibit "A" of the original Master Lease Agreement to reflect the exclusion of the existing tennis court area; and

WHEREAS, SBBC and CITY believe that such an arrangement will be of mutual benefit to all parties and will fill a great need in that area of the community and that cooperation between the parties hereto will result in great benefit to the students of Coral Springs:

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

Recitals. The Parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.

ARTICLE 2 - CONDITIONS

THE MASTER LEASE AGREEMENT DATED JUNE 18, 1996 IS AMENDED TO READ AS FOLLOWS;

2. The Board does hereby lease to the CITY an area or areas shown on the sketch or sketches attached hereto, designated "LEASE AREA" and made a part hereof as Exhibit "A" (Amended), as prepared by THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA CAPITAL PLANNING AND PROGRAMMING DEPARTMENT under the terms and conditions hereinafter set forth.

Attachments. Exhibit "A" is replaced by Exhibit "A" (Amended).

All other terms and conditions of the Master lease dated June 18, 1996 shall remain in full force and effect.

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 _____
Carole L. Andrews, Chair

ATTEST:

_____
Franklin L. Till, Jr.
Superintendent of Schools

Approved as to Form:

_____
School Board Attorney

IN WITNESS WHEREOF, the CITY OF CORAL SPRINGS and THE SCHOOL BOARD OF BROWARD COUNTY, have made and executed this Agreement on the date first above written.

ATTEST:

Municipality
CITY OF CORAL SPRINGS, FLORIDA

PETER M. J. RICHARDSON, CRM,
City Clerk

RHON ERNEST-JONES, Mayor

APPROVED AS TO FORM:

Assistant City Attorney

State of Florida
County of Broward

The foregoing instrument was acknowledged before me, the undersigned notary public in and for the State of Florida, on this the 26 day of April, 2004, by Peter M. J. Richardson, CRM, and Rhon Ernest-Jones, City Clerk and Mayor, respectively.

Notary Public, State of Florida

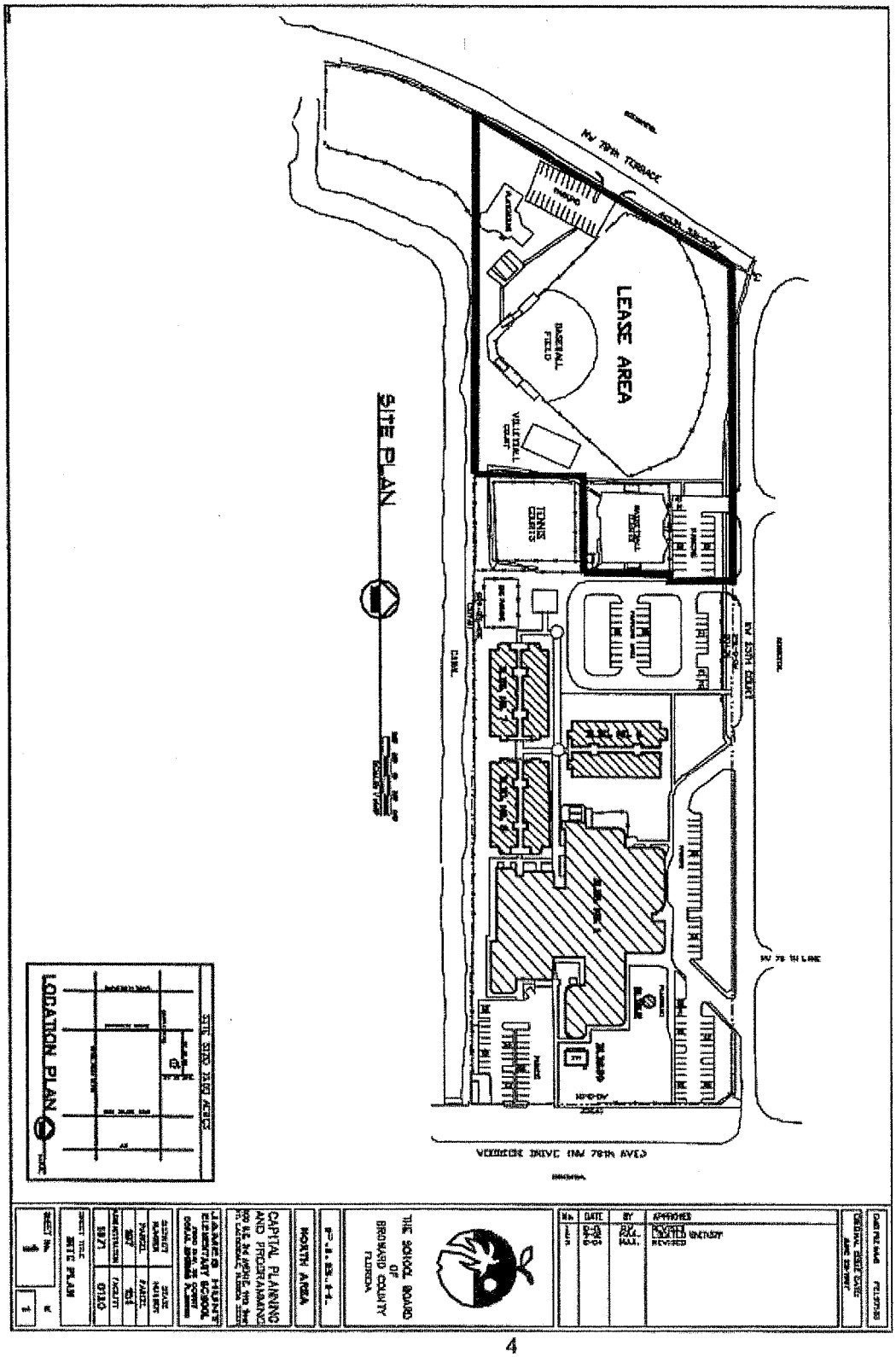
Notary Public Seal of Office

OFFICIAL NOTARY SEAL
GLORIA KOSTRZECHA
COMMISSION NUMBER
DD069375
MY COMMISSION EXPIRES
[illegible]2005

Printed, Typed or Stamped Name of
Notary Public Exactly as Commissioned

Individuals Who Signed Are:
Personally Known, No Identification Produced

Exhibit A (Amended)



4

Status: ORIGINAL

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

2026-11-10	Regular School Board Meeting
CATEGORY:	O. Operations
DEPARTMENT:	Procurement & Logistics Operations

Agenda Item Number:	O-1.
Consent 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 October 8, 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 Recommendation
- 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:	Omar R. Shim	Phone:	754-321-1990
Name:		Phone:	

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Senior Leader & Title

Omar Shim, Chief Financial Officer - Task Assigned

Signature

Omar Shim, Chief Financial Officer - Task Assigned Oct 27,

Electronic Signature

Form $4189 Revised 9/26

HH/JJS

Approved in Open Board Meeting On: November 10, 2026

By: _____

School Board Chair

For more information, please contact:
Name: Omar R. Shim
Title: Chief Financial Officer, Task Assigned
Phone: 754-321-1990

EXECUTIVE SUMMARY

Superintendent's Recommendations for Pre-Qualification Certification

Board Meeting Date: November 10, 2026

Requested Action:
Approve the Recommendations of the Qualification, Selection, and Evaluation Committee (QSEC) Meeting held on October 8, 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 School Board of Broward County, Florida, will certify, re-certify firms, increase pre-qualification limits for specific firms, and revoke those that did not renew. Eleven firms representing 12 licenses will be recertified; Zero firms representing zero licenses will increase limits; one firm is newly certified; and two firms representing two licenses are automatically revoked.
If the School Board votes "No"	• The pre-qualification process will stop, 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 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
Exhibit B: Pre-Qualification Report

Superintendent Recommendations - Tracking Report

Regular School Board Meeting	11/10/2026
Superintendent Recommmentations	
Recommend to Certify	1
Recommend to Re-Certify	12
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*	2
Grand Total	15

Pre-Qualified Contractors Summary Fiscal Year To Date	
Approved Certification Applications	3
Approved Re-Certification Applications	65
Approved Request to Not Certify	0
Approved Request to Not Re-Certify	0
Approved Request to Increase Limits	0
Total Pre-Qualification Applications	68
Contractors Automatically Revoked	*5*
Contractors Revoked	*0*
Contractors Suspended	*0*

CONTRACTOR	Application Submitted	QSEC Review Date	QSEC Action	License For	Per Project Limit	Aggregate Limits	Board Action Date	Pre-Qual Expiration Date
Alarm and Electronics Systems, LLC	8/27/2026	10/8/2026	Recommend to Re-Certify	State Certified Alarm System Contractor I	$ 1,000,000.00	$ 2,000,000.00	11/10/2026	11/9/2027
Atlantic Southern Paving & Sealcoating, LLC		10/8/2026	Certification Revoked Automatically*	State General			11/10/2026	
Canseco Electrical Contractors, Inc.	8/31/2026	10/8/2026	Recommend to Re-Certify	State Electrical	$ 2,265,776.00	$ 15,000,000.00	11/10/2026	11/9/2027
CH Global Construction, LLC	9/18/2026	10/8/2026	Recommend to Re-Certify	State General	$ 950,000.00	$ 1,000,000.00	11/10/2026	11/9/2027
Done By Dunne, Inc.	9/14/2026	10/8/2026	Recommend to Re-Certify	Broward County Painting Interior/Exterior	$ 1,000,000.00	$ 1,000,000.00	11/10/2026	11/9/2027
HB Hoffman, LLC	8/20/2026	10/8/2026	Recommend to Re-Certify	State General	$ 7,500,000.00	$ 10,000,000.00	11/10/2026	11/9/2027
HB Hoffman, LLC	8/20/2026	10/8/2026	Recommend to Re-Certify	State Mechanical	$ 7,500,000.00	$ 10,000,000.00	11/10/2026	11/9/2027
Jasper Enterprises, Inc.	9/18/2026	10/8/2026	Recommend to Re-Certify	Broward County Painting Interior/Exterior	$ 920,000.00	$ 4,000,000.00	11/10/2026	11/9/2027
M & M Asphalt Maintenance, Inc. dba All County Paving	9/10/2026	10/8/2026	Recommend to Re-Certify	Broward County 3A Major Roads - Asphalt & Concrete	$ 312,616.00	$ 60,000,000.00	11/10/2026	11/9/2027
Murphy Contractors, LLC	9/10/2026	10/8/2026	Recommend to Re-Certify	State General	$ 750,000.00	$ 1,800,000.00	11/10/2026	11/9/2027
Rose Paving, LLC (f.k.a. Atlantic Southern Paving & Sealcoating, LLC)		10/8/2026	Recommend to Certify	State General	$ 2,663,610.00	$ 15,000,000.00	11/10/2026	11/9/2027
Signature Contracting & Property Management, LLC	8/26/2026	10/8/2026	Recommend to Re-Certify	State General	$ 750,000.00	$ 2,000,000.00	11/10/2026	11/9/2027
Summa Mechanical Contractors, LLC		10/8/2026	Certification Revoked Automatically*	State Mechanical			11/10/2026	
TCS Group, Inc.	9/1/2026	10/8/2026	Recommend to Re-Certify	State Certified Specialty Contractor	$ 368,508.00	$ 3,000,000.00	11/10/2026	11/9/2027
Tirone Electric, Inc.	9/2/2026	10/8/2026	Recommend to Re-Certify	State Electrical	$ 3,500,000.00	$ 20,000,000.00	11/10/2026	11/9/2027

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 10/8/2026

TOTAL PRE-QUALIFIED CONTRACTORS

9/10/2026	10/8/2026
188	187

Companies by License	# of Certificates	License Type	# of Certificates
Broward County 3A Major Roads - Asphalt & Concrete	3	State Certified Class B Air-Conditioning	1
Broward County 3B Minor Roads - Asphalt & Concrete	1	State Certified Underground Utility & Excavation	0
Broward County 3E Striping, Marking & Signage of Roadways	0	State Certified Specialty Contractor	10
Broward County Demolition (Non-Explosive)	0	State Electrical	16
Broward County Fence Erection	5	State Elevator	3
Broward County Insulation Contractor	1	State Fire Suppression	1
Broward County Limited Energy System Specialty Contractor	1	State Fire Protection Contractor II	3
Broward County Painting Interior/Exterior	6	State General	87
Concrete Placing & Finishing	1	State Mechanical	12
Pollutant Storage System Contractor	1	State Mechanical (Test & Balance)	1
State Alarm System Contractor I	5	State Plumbing	2
State Alarm System Contractor II	2	State Roofing	18
State Asbestos	4		
State Building	8		
State Certified Air-Conditioning	4		
State Certified Class A Air-Conditioning	5		
Grand Total *	**47**		**154**

* 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

	2025-2026	9/10/2026	10/8/2026	Fiscal Year to Date
Approved Certification Applications	12	1	1	3
Approved Re-Certification Applications	204	18	12	65
Approved Request to Increase Limits	7	0	0	0
Total Approved	**223**	**19**	**13**	**68**
Applications Recommended to Not Certify/Re-Certify	0	0	0	0
Total Applications Processed	**255**	**19**	**13**	**68**
Revoked Contractors (No response of Renewal Notice wihtin 30 Days)	**18**	**2**	**2**	**5**

Status: ORIGINAL

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

2026-11-10	Regular School Board Meeting
CATEGORY:	O. Operations
DEPARTMENT:	Procurement & Logistics Operations

Agenda Item Number:	O-2.
Consent Item:	Consent
Special Order:	NO
Time for Special Order:	

TITLE:

AGR24-226 - Classroom and Office Supplies & Related Products

REQUESTED ACTION:

Approve additional contract cost in the amount of $1,519,035 for the Piggyback Agreement between The School Board of Broward County, Florida (SBBC), and ODP Business Solutions, LLC (Office Depot). District-wide

RATIONALE:

For the Requested Actions, Background/History, Alignment to the2027 Goals and Guardrails, Measurable Outcome(s)/Return on Investment, and Financial Impact, please see the Executive Summary.

EXHIBITS:

- Executive Summary
- Financial Analysis Worksheet
- Executed Agreement

FINANCIAL IMPACT:

$1,519,035 will be funded from the General Fund: $1,012,690 in FY27 (budgeted) and $506,345 in FY28, subject to Board budget approval.

STRATEGIC PLAN ALIGNMENT:

Student Focus Outcomes

OR • **Business Operations**

BOARD ACTION:

(For Official School Board Records Only)

SOURCE OF ADDITIONAL INFORMATION

Name:	Omar R. Shim	Phone:	754-321-1990
Name:		Phone:	

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Senior Leader & Title

Omar Shim, Chief Financial Officer - Task Assigned

Signature

Omar Shim, Chief Financial Officer - Task Assigned Oct 27,

Electronic Signature

Form $4189 Revised 9/26

HH/JJS

Approved in Open Board Meeting On: November 10, 2026

By: _____

School Board Chair

For more information, please contact:
Name: Omar R. Shim
Title: Chief Financial Officer, Task Assigned
Phone: 754-321-1990

EXECUTIVE SUMMARY

AGR24-226 - Classroom and Office Supplies & Related Products

Board Meeting Date: November 10, 2026

Requested Action:
Approve additional contract cost in the amount of $1,519,035 for the Piggyback Agreement between The School Board of Broward County, Florida (SBBC), and ODP Business Solutions, LLC (Office Depot).

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	• State Board of Education Rule 6A-1.012(6), F.A.C.
If the School Board votes "Yes"	• Approval of the additional contract cost will allow SBBC to continue purchasing classroom and office supplies and related products through the Piggyback Agreement with ODP Business Solutions, LLC. The Agreement supports District-wide classroom and office supply needs and provides access to contract pricing, discounts, and nationwide volume-based pricing.
If the School Board votes "No"	• SBBC would have reduced purchasing flexibility for classroom and office supplies and would be limited to the other existing contracted source, which may reduce the opportunity to compare pricing and obtain value-oriented products.
Alignment to the 2027 Strategic Goals and Guardrails	• Business Operations
Measurable Outcome(s)/Return on Investment	• Procurement & Logistic Operations reviewed available purchasing solutions and determined that the Piggyback Agreement provides a cost-effective means of obtaining necessary classroom and office supplies. The Agreement provides District schools and departments with access to contract pricing and discounts and supports the purchase of value-oriented products. The additional contract cost will provide continued purchasing capacity under the existing Agreement.

Background/History:

The City of Tamarac awarded RFP-19-12R to ODP Business Solutions, LLC (formerly known as Office Depot) for Office Supplies and Related Products. The original contract term was October 14, 2019, through October 13, 2023, with an additional four-year renewal period from October 14, 2023, through October 13, 2027.

SBBC entered into a Piggyback Agreement utilizing the City of Tamarac contract for District-wide purchases of basic classroom and office supplies and related products generally used in classroom and office environments.

Purchases under this Agreement do not include items such as cameras, telephones, flags, framed artwork, toner, copiers, or computers.

ODP Business Solutions, LLC provides a website specific to the Agreement that includes contract pricing, discounts, and designated user IDs. This allows District schools and departments to access the applicable contract pricing and facilitates the purchase of classroom and office supplies.

The original Board-approved contract cost estimate was $4,800,000**.** The current Board action requests an additional $1,519,035 for the 48-month Agreement.

As of October 5, 2026, $4,563,570 (95%) of the $4,800,000 authority has been spent, with 12 months remaining. At the current average of $126,766 per month, the remaining $236,430 will be exhausted by approximately December 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:	October 14, 2023, through October 13, 2027.
Multi-Year Agreement:	Yes. This is a four-year Piggyback Agreement.
Procurement Method:	**Piggyback Agreement** (Yes/No): Yes **Acquisition Method**: Pursuant to Purchasing Policy 3800, Section 6A-1.0126, F.A.C., in lieu of requesting competitive solicitations from three or more sources, District School Boards may make purchases at or below the specified prices from contracts awarded by other city or county governmental agencies, other District School Boards, community colleges, federal agencies, the public or governmental agencies of any state, or from state university system cooperative bid agreements, when the proposer awarded a contract by another entity defined herein will permit purchases by a District School Board at the same terms, conditions, and prices (or below such prices) awarded in such contract, and such purchases are to the economic advantage of the District School Board. A copy of the Piggyback documents is available online at: http://www.broward.k12.fl.us/supply/agenda/Contract_R190303_OfficeSupplies,RelatedProductsandServices_OfficeDepot,Inc..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 additional $1,519,035 will be funded from the General Fund: $1,012,690 in FY27 (budgeted) and $506,345 in FY28, subject to Board budget approval.

New/Current Requested Agreement Authority

Agreement Authority Terms	Length of Agreement Terms	Total Agreement Amount
10/14/2023 – 10/13/2027	48 months	$6,319,035

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	General Fund	$1,012,690	Y

Future Fiscal Year Budget Authority *(Subject to Board Budget Approval)*

Future Fiscal Year(s)	Length of Agreement Terms	Budget Fund	Amount
FY28	4 months	General Fund	$506,345

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 provides schools with access to basic classroom and office supplies and related products needed to support instructional and administrative operations.
School Selection /Prioritization	Purchases are based on the needs of individual schools and departments.
Community/ Stakeholder Engagement	Not Applicable
End-User Input	The Procurement & Logistic Operations Department reviewed purchasing solutions and recommended continuation of the Piggyback Agreement based on the District's need for classroom and office supplies and the value provided through the contract pricing structure.
Technology/Capital Expected Lifecycle/Replacement Cycle	Not Applicable

Additional Backup:
Exhibit A: Financial Analysis Worksheet
Exhibit B: Executed Agreement

PROCUREMENT & LOGISTIC OPERATIONS

BROWARD COUNTRY PUBIC SCHOOLS

FINANCIAL ANALYSIS WORKSHEET

BID INFORMATION			
New Bid # (Ex: 10-004R):		**Preparation Date:**	October 6, 2026
Previous Bid # (Ex: 10-004R):	AGR24-226	**Buyer/PA:**	MARLEEN PADRON
New Bid Award Total:	$6,319,035	**Bid Title:**	Classroom and Office Supplies
Previous Award Total:	$4,800,000		
Bid Type:	INCREASE TO BID		
Previous Bid Term (Start Date):	10/14/2023	**New Bid Term (In Months):**	
Previous Bid Term (End Date):	10/13/2027	**# of Months Into Bid:**	36

SPEND REPORTING	
Purchase Order(s) Spend:	$4,542,119
P Card Purchases:	$21,451
Total Invoiced-to-Date Amount (PO + Pcard Purchases):	**$4,563,570**
Average Monthly Expenditure:	$126,766
Unused Authorized Spending:	**$236,430**
Est. Forecasted Spend (For Entire Bid Term):	

VENDOR INFORMATION

Awarded Vendors:	Certification Type:	Ethnicity / Gender:	Spend:
142905-ODP BUSINESS SOLUTIONS LLC	N/A		$ 4,542,119
	PO VENDOR SPEND:		**$ 4,542,119**
	P-CARD SPEND:		**$ 21,451**
	TOTAL SPEND:		**$ 4,563,570**

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 Business Enterprise
WBE - Women Business Enterprise

Default Funding Source*		Department/School & Sign-off Information*	
Cost Center	Various	**Name** (First & Last)	John W. White
Fund	Various	**Title**	Director
Functional Area	Various	**Department/School Name**	Procurement & Logistic Operations
Commitment Item	Various	**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:**	**10/5/2026**

All information included in this summary is based on the preparation date listed above and may change at any time beyond that date.

Status: ORIGINAL

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

2023-11-08	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:

AGR24-226 - Classroom and Office Supplies & Related Products - Office Depot

REQUESTED ACTION:

Approve the Piggyback Agreement from the City of Tamarac and ODP Business Solutions, LLC (Office Depot); Contract Term: October 14, 2023 through October 13, 2027, four years; Award Amount: $4,800,000; Awarded Vendor: ODP Business Solutions, LLC; 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.
This 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 Part 1-ONLINE
Agreement Part 2-ONLINE
Agreement Part 3-ONLINE
Agreement Part 4-ONLINE

FINANCIAL IMPACT:

$4,800,000 and is funded District-wide. The spending authority amount is a forecast based on a historical analysis of the previous bid.

STRATEGIC PLAN ALIGNMENT:

Student Focus Outcomes

OR • **Business Operations**

BOARD ACTION:

(For Official School Board Records Only)

APPROVED

SOURCE OF ADDITIONAL INFORMATION

Name:	Judith Marte	Phone:	754-321-2611
Name:		Phone:	

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: November 8, 2023

By: Lori Wadell
School Board Chair

OMNIA Partners, Public Sector
PARTICIPATING AGREEMENT

THIS PARTICIPATING 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

ODP Business Solutions, LLC
(hereinafter referred to as "VENDOR"),
whose principal place of business is
6600 North Military Trail, Boca Raton, Florida 33496

WHEREAS, Rule 6A-1.012(6), Florida Administrative Code and School Board Policy 3320 Part II, subparagraph M, states that in lieu of requesting competitive solicitations from three (3) or more sources, the SBBC may make purchases at or below the specific prices from contracts awarded by other city or county governmental agencies, other district school boards, community colleges, federal agencies, the public or governmental agencies of any state, or from state university system cooperative bid agreements, when the proposer awarded a contract by another entity will permit purchases by a district school board at the same terms, conditions, and prices (or below such prices), awarded in such Contract, and such purchases are to the economic advantage of the district school board; and

WHEREAS, SBBC and VENDOR desire to enter into this Agreement to procure Classroom and Office Supplies, Products, and related services; and

WHEREAS, City of Tamarac served as the "lead agency" for the Southeast Florida Governmental Purchasing Cooperative and the Omnia Partners, LLC consortium to purchase office supplies; and

WHEREAS, City of Tamarac issued a solicitation number RFP 19-12R dated March 03, 2019 and awarded pursuant to RFP 19-12R for the procurement of Office/Classroom Supplies, Products and Related Services, which is incorporated herein by reference as **Exhibit A**; and

WHEREAS, VENDOR submitted a proposal dated April 18, 2019 (hereinafter referred to as "Proposal") in response to RFP 19-12R; and

WHEREAS, VENDOR was ranked by the Evaluation Committee as the most advantageous and best value overall response to the solicitation.

WHEREAS, VENDOR and City of Tamarac entered into an Agreement with a contract term of October 14, 2019, through October 13, 2023, as amended, and reserved the right to exercise one (1) additional four (4) year Agreement, upon the written agreement by both VENDOR and the City of Tamarac, subject to satisfactory performance; and

WHEREAS, the City of Tamarac, Florida, and VENDOR entered into an Amendment to their Agreement to extend their contract from October 14, 2023, through October 13, 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 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 the execution of all parties ("Effective Date") and shall conclude on October 13, 2027. The term of the Agreement may be extended as allowed by RFP 19-12R, attached hereto in Exhibit A.

2.02 **Description of Goods and Services Provided**. VENDOR shall provide Office/Classroom Supplies, Products and Related Services to SBBC in accordance with the terms and conditions of City of Tamarac Contract #19-12R ("Master Agreement").

(a) VENDOR must not accept an order until SBBC releases a purchase order, which shall specifically identify the quantity of materials to be provided, the location for delivery, and the total cost of such materials.

(b) The materials identified in the Purchase Order(s), as well as the place of delivery shall supersede and replace any such similar references in the Master Agreement

(c) VENDOR must have the capability of accepting either an SBBC-issued procurement card (PCard) or a purchase order for ordering purposes. Purchases made by PCard shall be in accordance with the terms and conditions of the Master Agreement.

(d) The most efficient way for end users to order from the VENDOR is through its ecommerce site https://www.odpbusiness.com/home.do. Benefits include:

(1) Reduced order processing costs
(2) Faster and easier ordering
(3) Fewer ordering mistakes - fewer product returns
(4) Real-time tracking of product delivery status

2.03 **Cost of Goods and Services.**

(a) The cost to SBBC for goods and services rendered by VENDOR under this Agreement shall be at or below the pricing set forth in the Master Agreement.

(b) At any time during the term of this Agreement, VENDOR may offer a specific selection of Products or Services at discounts greater than those listed in the Master Agreement.

(c) The "Core List" customization provides additional core list items and savings in items that SBBC purchases the most and items that are most visible to SBBC.

2.04 **Invoices and Payment**.

(a) Delivery copies, packing slips, and invoices to SBBC **MUST** include purchase price to permit SBBC to verify prices with this Agreement.

(b) VENDOR shall mail all invoices to 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.

(c) SBBC shall pay the VENDOR for goods rendered under this Agreement within thirty (30) calendar days after the date of a proper and appropriate invoice.

2.05 **Delivery of Goods**. It is agreed that delivery date will not exceed thirty (30) calendar days from receipt of purchase order. Each purchase order shall provide a "Ship To" address for the delivery of goods.

2.06 **Priority Documents**. In the event of a conflict between documents, the following priority of documents shall govern:

First:	This Agreement, then
Second:	Agreement between The City of Tamarac and VENDOR dated October 14, 2019; as amended then
Third:	VENDOR response to RFP 19-12R Office Supplies, Product and Related Services

2.07 **Disclosure of Education Records**. 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.

2.08 **Inspection of VENDOR's Records by SBBC**. Audits shall be permitted pursuant to Section 2.4 of the Master Agreement. VENDOR shall comply and cooperate with any inspections, reviews, investigations, or audits by the Florida Office of the Inspector General or by any other state or federal officials, as required by law.

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:	Director - Procurement and Warehousing Services The School Board of Broward County, Florida 7720 West Oakland Park Blvd – Suite 323 Sunrise, Fl. 33351
To VENDOR:	ODP Business Solutions, LLC 6600 N. Military Trail Boca Raton, Florida 33496 Attn: Vice President
With a Copy to:	ODP Business Solutions, LLC 6600 N. Military Trail Boca Raton, Florida 33496 Attn: Office of General Counsel

2.10 **Background Screening**. VENDOR 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 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 and 1012.465, 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, 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 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 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: "VENDOR 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. VENDOR must verify its account information and provide contact details for its Insurance Agent via the link provided to it by email.

(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.

All liability policies are primary of all other valid and collectible coverage maintained by The School Board of Broward County, Florida.

2) Certificate Holder: The School Board of Broward County, Florida, 600 SE 3rd Ave.-11th Floor, Fort Lauderdale, FL 33301.

(g) Cancellation of Insurance. VENDOR is prohibited from providing services under this Agreement with SBBC without first obtaining the minimum required insurance coverage and must give SBBC sixty (60) days' notice prior to cancellation.

(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 **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, 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.

2.17 **Incorporation by Reference**. **Exhibit A** referenced herein is incorporated into this Agreement by reference.

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 **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 **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 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 benefit a third party directly or substantially 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**. In addition to all other remedies available to SBBC, this Agreement shall be subject to cancellation by the SBBC for cause, should the VENDOR neglect or fail to perform or observe any of the terms, provisions, conditions, or requirements herein contained, if such neglect or failure shall continue for a minimum period of thirty (30) days after receipt by VENDOR of written notice of such neglect or failure. In addition to all other remedies available to the VENDOR, this Agreement shall be subject to cancellation by the VENDOR for cause, should SBBC neglect or fail to perform or observe any of the terms, provisions, conditions, or requirements herein contained, if such neglect or failure shall continue for a minimum period of thirty (30) calendar days after receipt by SBBC of written notice of such neglect or failure.

3.05 **Termination**. SBBC recognizes that this is a national Agreement, and as such will require sufficient notice to participating entities prior to any Agreement termination. This Agreement may be terminated by either party for convenience, upon a minimum of thirty (30) calendar days of written notice by SBBC to the VENDOR or by the VENDOR to SBBC, for such termination in which event the VENDOR shall be paid its compensation for services performed to termination date.

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**. This Agreement may be assigned as provided for in Section 10 of the Master Agreement.

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 **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 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: 11/8/23

ATTEST:

_____
Dr. Peter B. Licata, Superintendent of Schools

Approved as to Form and Legal Content:

Digitally signed by Eric Abend
Date: 2023.10.05 07:52:06 -04'00'

_____
Office of the General Counsel

[THIS SPACE INTENTIONALLY LEFT BLANK; SIGNATURE PAGE FOLLOWS]

FOR VENDOR:

ODP Business Solutions, LLC

DocuSigned by:

By: _____

6DBB19C02B2A4C6...

Sharalyn Sowers, Vice President

Date: 10/3/2023

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Status: ORIGINAL

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

2026-11-10	Regular School Board Meeting
CATEGORY:	O. Operations
DEPARTMENT:	Procurement & Logistics Operations

Agenda Item Number:	O-3.
Consent Item:	Consent
Special Order:	NO
Time for Special Order:	

TITLE:

AGR26-121 - CEV Multimedia, LLC (CEV)

REQUESTED ACTION:

Approve Additional Budget Authority in the amount of $1,111,880 for the Agreement between The School Board of Broward County, Florida (SBBC), and CEV Multimedia, LLC (CEV). 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
- Executed Agreement

FINANCIAL IMPACT:

$1,111,880. Funds are included in FY27 through Career and Professional Education Act (CAPE) 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:	Omar R. Shim	Phone:	754-321-1990
Name:	Dr. Angela R. Fulton	Phone:	754-321-2100

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Senior Leader & Title

Dr. Fabian Cone, Chief Academic Officer and Chief Information

Signature

Dr. Fabian Cone, Chief Academic Officer and Chief Information

Electronic Signature

Form $4189 Revised 9/26

HH/JJS

Approved in Open Board Meeting On: November 10, 2026

By: School Board Chair

For more information, please contact:
Name: Dr. Angela R. Fulton
Title: Deputy Superintendent
Phone: 754-321-2100

EXECUTIVE SUMMARY

AGR26-121 - CEV Multimedia, LLC (CEV)

Board Meeting Date: November 10, 2026

Requested Action:
Approve Additional Budget Authority in the amount of $1,111,880 for the Agreement between The School Board of Broward County, Florida (SBBC), and CEV Multimedia, LLC (CEV).

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 continue to provide Career Technical Education (CTE) aligned online curriculum and certification opportunities through CEV, ensuring students have access to high-quality instructional content and credentialing platforms that support college and career readiness.
If the School Board votes "No"	• Students and teachers would lose access to the curriculum platform required to support numerous CTE programs and industry certification exams, impacting classroom instruction and student acceleration opportunities.
Alignment to the 2027 Strategic Goals and Guardrails	• Goal 4: College & Career Readiness • Guardrail 2: Equity
Measurable Outcome(s)/Return on Investment	• The CEV platform is expected to support more than 11,000 students annually, resulting in measurable increases in industry certifications earned and improved acceleration rates District-wide. In 2024–2025, the Ducks Unlimited Ecology & Conservation Certification had 3,895 student passers with an ROI of $1,947,500, and the American Meat Science Association (AMSA) Food Safety & Science Certification had 179 student passers with an ROI of $89,500. In 2025–2026, the Ducks Unlimited Ecology & Conservation Management Certification had 3,730 student passers with an ROI of $1,865,000, and the AMSA Food Safety & Science Certification had 161 student passers with an ROI of $80,500.

Background/History
CEV is an online educational platform that delivers Career, Technical, Adult, & Community Education Department, Magnet, and Innovative curriculum programs District-wide. The curriculum aligns with the Florida Curriculum Frameworks and supports more than 130 career-themed courses (CTC) for grades 6–12. CEV also provides teacher licenses and serves as a testing platform for 16 career and industry certifications offered by 12 industry partners.

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:	February 10, 2026, through January 31, 2028, with the option to extend for two additional one-year periods.
Multi-Year Agreement:	Yes. A multi-year agreement provides pricing stability, supports budget planning, and ensures continuity of service without frequent renegotiations.
Procurement Method:	**Piggyback Agreement** (Yes/No): No **Acquisition Method**: Pursuant to Purchasing Policy 3800 and Section 6A-1.012(11)(b), Florida Administrative Code, competitive solicitations are not required for this purchase of educational services and copyrighted instructional materials purchased directly from the producer or publisher.

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 FY27 through Career and Professional Education Act (CAPE) funds.
2. Approval of increased budget authority will result in a financial impact of $1,111,880 to support student licenses and testing vouchers in SY 2026-2027.

New / Current Requested Agreement Authority

2/10/2026 -1/31/2028	15 months	$1,111,880

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	CAPE funds	$411,180	Y

Future Fiscal Year Budget Authority *(Subject to Board Budget Approval)*			
Future Fiscal Year(s)	**Length of Agreement Terms**	**Budget Fund**	**Amount**
FY 28	7 months	CAPE funds	$700,700

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 middle and high schools offering CTE programs may access the platform, ensuring consistency in curriculum delivery and certification testing across the District.
School Selection /Prioritization	No prioritization is needed, as all high schools, technical colleges, and non-traditional centers will have full access to the CEV curriculum.
Community/ Stakeholder Engagement	A survey was conducted to assess enrollment and certification needs and to support planning for voucher distribution and pacing recommendations.
End-User Input	Results indicate that more than 11,000 students across Broward County are enrolled in Environmental Science courses linked to the CEV industry certifications.
Technology/Capital Expected Lifecycle/Replacement Cycle	Not Applicable

Additional Backup:
Exhibit A: Financial Analysis Worksheet
Exhibit B: Executed Agreement

PROCUREMENT & LOGISTIC OPERATIONS

BROWARD COUNTRY PUBIC SCHOOLS

FINANCIAL ANALYSIS WORKSHEET

BID INFORMATION			
New Bid # (Ex: 10-004R):		**Preparation Date:**	October 7, 2026
Previous Bid # (Ex: 10-004R):	AGR26-121	**Buyer/PA:**	MICHAEL SCOTT
New Bid Award Total:	$2,311,880	**Bid Title:**	CEV Curriculum
Previous Award Total:	$1,200,000		
Bid Type:	INCREASE TO BID		
Previous Bid Term (Start Date):	2/10/2026	**New Bid Term (In Months):**	
Previous Bid Term (End Date):	12/31/2028	**# of Months Into Bid:**	8

SPEND REPORTING	
Purchase Order(s) Spend:	$1,199,996
P Card Purchases:	$0
Total Invoiced-to-Date Amount (PO + Pcard Purchases):	**$1,199,996**
Average Monthly Expenditure:	$150,000
Unused Authorized Spending:	**$4**
Est. Forecasted Spend (For Entire Bid Term):	

VENDOR INFORMATION

Awarded Vendors:	Certification Type:	Ethnicity / Gender:	Spend:
111428-CEV MULTIMEDIA LTD	N/A		$ 1,199,996
	PO VENDOR SPEND:		**$ 1,199,996**
	P-CARD SPEND:		**$ -**
	TOTAL SPEND:		**$ 1,199,996**

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 Business Enterprise
WBE - Women Business Enterprise

Default Funding Source*		Department/School & Sign-off Information*	
Cost Center	2715097810	**Name** (First & Last)	Maria Formoso
Fund	1000	**Title**	Director
Functional Area	5652630620000000	**Department/School Name**	Career, Technical & Adult Community Education (CTACE)
Commitment Item	57330000 & 53690000	**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:	10/7/2026

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

Procurement & Logistic Operations
John Wesley White, Task Assigned,
Executive Director
7720 West Oakland Park Boulevard
Sunrise, Florida 33351
phone: 754-321-0501 • fax: 754-321-0936
john.white2@browardschools.com
https://www.browardschools.com/bcps-departments/procurement

The School Board of Broward County, Florida

Sarah Leonardi, Chair
Dr. Jeff Holness, Vice Chair

Lori Alhodeff
Maura McCarthy Bulman Adam
Cervera, Esq. Debro Hixon
Nora Rupert
Rebecca Thompson
Dr. Allen Zeman

Dr. Howard Hepburn
Superintendent of Schools

February 17, 2026

CEV Multimedia, LLC
1020 SE Loop 289
Lubbock, Texas 79404

RE: AGR26-121 - CEV Multimedia, LLC (iCEV)

To Whom It May Concern:

Attached is the executed Agreement between The School Board of Broward County, Florida, and CEV Multimedia, LLC. This is the result of the School Board's approval on February 10, 2026, for Item OO-8. Full details are outlined in the Agreement.

Sincerely,

John Wesley White, Task Assigned, Executive Director
Procurement & Logistic Operations

cc: Cynthia Gomez, Purchasing Agent III
Maria Formoso, Director, Career, Technical, Adult & Community Education
Annmarie Richards, Advocacy & Compliance Coordinator, Economic Development & Diversity Compliance

Status: ADDED ITEM

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

2026-02-10	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:
AGR26-121 - CEV Multimedia, LLC (iCEV)
ADDED

REQUESTED ACTION:
Approve the Agreement between The School Board of Broward County, Florida (SBBC), and CEV Multimedia, LLC (iCEV), and the spending authority of $1,200,000. 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 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:
$1,200,000 and is funded through CAPE funds.

STRATEGIC PLAN ALIGNMENT:
Student Focus Outcomes
Goal 4: College & Career Readiness **OR** **Business Operations**

BOARD ACTION:
(For Official School Board Records Only)
APPROVED

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 Jan 27, 2026
Electronic Signature

Approved in Open Board Meeting On: February 10, 2026

By: _____
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

CEV MULTIMEDIA, LLC
(hereinafter referred to as "VENDOR"),
whose principal place of business is
1020 SE Loop 289, Lubbock, Texas 79404

RECITALS

A. **WHEREAS**, VENDOR is a provider of an online educational platform that delivers academic course curriculum aligned to Florida Standards and delivers vouchers for industry certification testing for Career and Technical Education (CTE) programs; and

B. **WHEREAS**, SBBC desires to obtain and VENDOR is willing to provide teacher and student licenses for access to VENDOR's course content and testing platform for students to earn industry certifications; and

C. **WHEREAS**, pursuant to School Board Policy 3800 Section III, D and E, as authorized by 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, 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

1.1 **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**.

2.1.1 The term of this Agreement commences on the date of last signature below ("Effective Date") and concludes on January 31, 2028, unless terminated earlier pursuant to section 3.5 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 **VENDOR Responsibilities**. VENDOR shall provide SBBC with access to its online learning platform for delivering academic course content specific to Career and Technical Education (CTE) and academic subject areas. This access will deliver comprehensive CTE and academic curriculum, including PowerPoints, instructional videos, and practice exams and industry certification vouchers.

2.2.1 VENDOR shall provide SBBC with access to the products and services listed in Table 1 below for the following academic and Career and Technical Education course content:

2.2.1.1 Agricultural Science (Environmental Science)
2.2.1.2 Family and Consumer Sciences (Culinary)

2.2.2 If requested by SBBC, VENDOR shall also provide access to curriculum packages and certification vouchers for the following additional subject areas:

2.2.2.1 Architecture
2.2.2.2 Construction
2.2.2.3 Transportation and Manufacturing
2.2.2.4 Business
2.2.2.5 Marketing
2.2.2.6 Finance
2.2.2.7 IT
2.2.2.8 Media
2.2.2.9 Career Exploration
2.2.2.10 Health Science
2.2.2.11 Law
2.2.2.12 Public Safety
2.2.2.13 Corrections and Security
2.2.2.14 STEM

TABLE 1		
Quantity	Item Number	Description
100 (bundles)	801-000	FL- Certification Subscription • Sold in bundles of 25 vouchers • Each voucher is for one testing attempt on the Food Safety and Science, or the Ecology and Conservation Industry Certification Exam • Each attempt requires one voucher
11,000 (licenses)	TK-011000-2	FL- Turnkey Package Curriculum • 1 license per student per subject • Two Subjects (Agricultural Science or Family and Consumer Science) • Includes 220 Teacher licenses • 12-month subscription • Includes lesson plans, collaborative projects, lab activities, engaging video presentations, interactive slides, formative and summative assessment

2.3 **Cost**. The annual cost of the Turnkey Package Curriculum licenses provided by VENDOR to SBBC is specified in section 2.3.1, Table 2 below in twelve (12) month subscription increments which shall be prorated for any time period of less than the full twelve (12) month time period term of this Agreement. The cost of the certification testing vouchers are priced in bundles of twenty-five (25) single-use testing vouchers at the unit prices described in Table 3 below. If additional licenses or vouchers are required, the cost of the products and/or services will be set forth in an applicable VENDOR sales order quote based upon the prices listed and described in section 2.3.2, Table 4 below.

2.3.1 The cost for the products and services provided by VENDOR for the initial subscription term is set forth in Tables 2 and 3 below.

TABLE 2				
Number of Licenses	Item Number	Description	Unit Price	Cost
11,000	TK-011000-2	FL- Turnkey Package Curriculum| 2 Subjects| 220 Teachers	$28.00 per license	$308,000.00/Year

TABLE 3				
Number of Bundles	Item Number	Description	Unit Price	Cost
100 (for initial order)	801-000	FL- Certification Testing Vouchers (25 test attempts bundle)	$875.00 per bundle	$87,500.00 (for initial order)

2.3.2 Any SBBC school or district department may purchase additional products or services requested under this Agreement using the per-item pricing listed in Table 4 below.

TABLE 4		
Item #	Description	Unit Price
TK-011000-2	FL-Turnkey Package (Curriculum)	$28.00 per student license
801-000	FL- Certification Testing Vouchers (25 test attempts bundle)	$875 for 25 single use vouchers

2.3.3 The total maximum amount not to exceed for all products or services purchased during the term of this Agreement is One Million Two Hundred Thousand Dollars and 00/100 Cents ($1,200,000.00).

2.4 **Payment**.

2.4.1 SBBC District Purchase.

INITIAL PAYMENT

2.4.1.1 Upon Board approval, the VENDOR shall submit a proper and appropriate invoice in the amount of Three Hundred Ninety-Five Thousand, Five Hundred Dollars ($395,500). SBBC will pay VENDOR within thirty (30) calendar days of the date of the invoice.

SUBSEQUENT PAYMENTS

2.4.1.2 Curriculum Package Licenses. After the initial payment, at the beginning of each subsequent term year, the VENDOR shall submit a proper and appropriate invoice in the amount of Three Hundred Eight Thousand Dollars ($308,000). SBBC will pay VENDOR within thirty (30) calendar days after receipt of the invoice.

2.4.1.3 Certification Testing Voucher Bundles. After the initial purchase, SBBC may order additional certification testing voucher bundles in increments of 25 single-use tests per bundle at the unit prices listed in Table 4 above. SBBC will pay VENDOR within thirty (30) calendar days after receipt of the invoice.

2.4.2 SBBC Department or District School Purchase:

2.4.2.1 Any SBBC school or district department may elect to purchase additional products or services requested under this Agreement. The requesting school or district department shall request a written quote from VENDOR using the per-item pricing

in Table 4 by contacting the VENDOR, that shall be used to create a valid purchase order.

2.4.2.2 SBBC will then issue a valid purchase order to VENDOR.

2.4.2.3 The respective SBBC district departments or district schools shall pay all proper and appropriate VENDOR invoices within thirty (30) calendar days after receipt of the same invoice.

2.4.3 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

2.5 **SBBC Disclosure of Education Records.**

2.5.1 SBBC staff will provide VENDOR with the education records in this section for the following purposes:

2.5.1.1 To allow students to access a comprehensive academic course curriculum for Career and Technical Education
2.5.1.2 To create a user account
2.5.1.3 To verify user identities
2.5.1.4 To log in to the system
2.5.1.5 To view content
2.5.1.6 To complete interactive activities, quizzes and assessments
2.5.1.7 To complete and earn a career certification(s) of completion

2.5.2 SBBC staff will provide VENDOR with the following education records via the District's Integration system:

2.5.2.1 Student First and Last Name
2.5.2.2 School Name
2.5.2.3 Student User identification (ID) number
2.5.2.4 Student email address

2.5.3 In addition to the education records being disclosed by SBBC staff in this section, students will input answers to certification pretest and final certification exams into 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.

2.5.4 SBBC will obtain written consent from each student's parent/guardian or each student age 18 or older prior to disclosing the education records 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;

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;

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;

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;

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;

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;

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;

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;

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;

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.**

2.7.1 SBBC staff will provide Vendor with the employee records in this section for the following purposes:

2.7.1.1 To create a user account for use of VENDOR license via District's Integration system and to allow employee to access to the comprehensive curriculum for Career and Technical Education

courses and Environmental Science courses

2.7.1.2 To verify user identities

2.7.1.3 To log in to the system

2.7.1.4 To view content

2.7.1.5 To implement certifications of completion

2.7.2 SBBC will provide Vendor with the following employee records, via the District's Integration system:

2.7.2.1 Employee first and last name.

2.7.2.2 Employee's school email address

2.7.2.3 Name of school

2.7.2.4 Employee's Username

2.7.3 The requirements of this section shall supersede any uses and disclosures of employee records as listed in VENDOR's privacy policies, if any.

2.7 **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 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.

2.8.2 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;

2.8.2.2 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;

2.8.2.3 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's Re-Disclosure of SBBC Education Records and Employee Records.**

VENDOR will re-disclose the education records and employee records listed in this agreement to Smooth Fusion for database maintenance, Simpatico and MS Azure for hosting support.

2.10 **Third Party Name 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 act(s) 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. 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 **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.

2.14 **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.

2.15 **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 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.

2.16 **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.

2.17 **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.

2.18 **Proprietary Information**.

2.18.1 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.

2.18.2 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.

2.19 **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 for any damages resulting from said negligence. 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 **Insurance Requirements**. VENDOR shall comply with the following insurance requirements throughout the term of this Agreement:

2.20.1 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.

2.20.2 Professional Liability/Technology Errors & Omissions. VENDOR shall have and maintain Professional Liability/Technology Errors & Omissions insurance with a limit of not less than $1,000,000.00 per occurrence covering any services provided under this Agreement.

2.20.3 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).

2.20.4 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: CEV MULTIMEDIA, LLC does not own any vehicles. If CEV MULTIMEDIA, LLC acquires any vehicles during the term of the Agreement, CEV MULTIMEDIA, LLC agrees to provide proof of "Any Auto" coverage effective as of the date of vehicle acquisition."

2.20.5 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.

2.20.6 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. Post award you will receive an email including a link to upload (drag and drop) your certificate of insurance

2.20.7 Required Conditions. Liability policies must include the following terms on the Certificate of Insurance:

2.20.7.1 The School Board of Broward County, Florida, its members, officers, employees, and agents are added as additional insureds.

2.20.7.2 All liability policies are primary of all other valid and collectable coverage maintained by The School Board of Broward County, Florida.

2.20.7.3 Certificate Holder: The School Board of Broward County, Florida, 600 SE 3rd Ave-11th Floor, Fort Lauderdale, FL 33301.

2.20.8 Cancellation of Insurance. CEV MULTIMEDIA, LLC 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.

2.20.9 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.

2.21 **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.

2.22 **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.

2.23 **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.

2.24 **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 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 upon the date of the last signature below.

[THIS SPACE IS INTENTIONALLY LEFT BLANK; SIGNATURE PAGE FOLLOWS]

FOR SBBC:

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

By: _____
Sarah Leonardi, Chair

Date: 2-10-2026

ATTEST:

_____
Dr. Howard Hepburn
Superintendent of Schools

Approved as to Form and Legal Content:

Maya Moore

Reason: CEV Agreement
Date: 2026.01.14 08:12:08 -05'00'

_____
Office of the General Counsel

[THIS SPACE IS INTENTIONALLY LEFT BLANK; SIGNATURE PAGE FOLLOWS]

FOR VENDOR:

(Corporate Seal)

ATTEST:

CEV MULTIMEDIA, LLC

By: _____

Corporate Secretary Signature

-or-

Witness Signature

Print Name: Dusty Moore

Witness Signature

Print Name: Heather Martin

Print Name: Bryce Moore

Title: COO

Date: 1/13/2026

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 Texas

COUNTY OF Lubbock

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this Jan. 13th 2026 (*date*) by Bryce Moore (*name of officer or agent, title of officer or agent*) of CEV multimedia, LLC (*name of corporation acknowledging*), a Texas Limited Liability Company (*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 13th day of January, 2026.

My Commission Expires:

(SEAL)

CHERYL R. FINKBONE
Notary Public, State of Texas
Comm. Expires 04-13-2027
Notary ID 126076681

Signature – Notary Public

Cheryl R. Finkbone

Printed Name of Notary

126076681

Notary's Commission No.

Status: ORIGINAL

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

2026-11-10	Regular School Board Meeting
CATEGORY:	O. Operations
DEPARTMENT:	Procurement & Logistics Operations

Agenda Item Number:	O-4.
Consent Item:	Consent
Special Order:	NO
Time for Special Order:	

TITLE:

AGR27-036 - Fire Academy Education Program

REQUESTED ACTION:

Approve the Agreement between The School Board of Broward County, Florida (SBBC), and the City of Miramar, Florida, with budget authority in the amount of $33,000. 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:

$33,000. Funds are included in the Career, Technical, Adult & Community Education (CTACE) 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:	Omar R. Shim	Phone:	754-321-1990
Name:	Dr. Fabian Cone	Phone:	754-321-2607

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Senior Leader & Title

Omar Shim, Chief Financial Officer - Task Assigned

Signature

Omar Shim, Chief Financial Officer - Task Assigned Oct 27,

Electronic Signature
Form $4189 Revised 9/26
HH/JJS

Approved in Open Board Meeting On: November 10, 2026

By: _____
School Board Chair

For more information, please contact:
Name: Dr. Angela R. Fulton
Title: Deputy Superintendent
Phone: 754-321-2100

EXECUTIVE SUMMARY

AGR27-036 - Fire Academy Education Program

Board Meeting Date: November 10, 2026

Requested Action:
Approve the Agreement between The School Board of Broward County, Florida (SBBC), and the City of Miramar, Florida, with budget authority in the amount of $33,000.

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"	• Students enrolled in the Fire Academy Program will continue to receive specialized firefighter and emergency responder instruction delivered by certified City of Miramar Fire Rescue personnel. Students will have access to industry-standard facilities, equipment, and hands-on training experiences that support career exploration, workforce readiness, and preparation for postsecondary education and employment in public safety careers.
If the School Board votes "No"	• Students will lose access to specialized firefighter training and authentic field-based learning experiences provided through the City of Miramar Fire Rescue Department. This would reduce opportunities for students to develop industry-specific skills, gain exposure to public safety careers, and participate in experiential learning aligned to workforce expectations.
Alignment to the 2027 Strategic Goals and Guardrails	• Goal 4: College & Career Readiness
Measurable Outcome(s)/Return on Investment	• This partnership provides students with direct access to certified fire rescue professionals, specialized training facilities, and real-world emergency services experiences that would be cost-prohibitive for the District to independently replicate. Students develop technical, leadership, teamwork, communication, and safety skills aligned to workforce standards while preparing for Firefighter competencies and postsecondary public safety programs.

	The Agreement leverages community resources to provide high-quality industry instruction at a cost of $11,000 annually, maximizing educational value while expanding career pathway opportunities in a high-demand workforce sector.

Background/History
The City of Miramar has partnered with Broward County Public Schools to provide instructional support and practical training opportunities for students enrolled in the Fire Academy Program. Through this partnership, students receive Emergency Medical Responder and Firefighter instruction from certified fire rescue professionals and participate in learning experiences that include fire service operations, emergency response procedures, rescue techniques, safety practices, communication systems, and employability skills. The City provides access to industry-standard facilities, equipment, and practical experiences that enhance classroom instruction and expose students to real-world public safety environments. This agreement continues a successful collaboration that supports the District's commitment to preparing students for careers in public safety and emergency services

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:	Effective Date, through July 31, 2029.
Multi-Year Agreement:	Yes. This is a multi-year Agreement through July 31, 2029, with two additional one-year renewal options upon mutual agreement of the parties.
Procurement Method:	**Piggyback Agreement** (Yes/No): No **Acquisition Method**: Pursuant to Purchasing Policy 3800 and pursuant to the Florida Department of Education, Rule 6A-l.012, ll(b), Florida Administrative Code as authorized by Section 1010.04(4)(a), Florida Statutes, and School Board Policy 3800, Section 11, H, 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.

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 Career, Technical, Adult & Community Education (CTACE) budget.
2. The Agreement will be funded through the Career & Professional Education Act (CAPE) funds.

New / Current Requested Agreement Authority

Agreement Authority Terms	Length of Agreement Terms	Total Agreement Amount
11/10/2026 – 7/31/2029	3 years	$33,000

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	General Fund	$11,000	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	$11,000
FY29	12 months	General Fund	$11,000
FY30	1 month	General Fund	$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	The Fire Academy Program strengthens Career and Technical Education opportunities by connecting classroom instruction with authentic workforce experiences. Participating students benefit from direct interaction with industry professionals, exposure to emergency response operations, and access to specialized equipment and facilities not otherwise available through traditional classroom instruction. The partnership enhances student engagement, supports career exploration, and increases readiness for postsecondary education, industry credentials, and employment in public safety careers.
School Selection /Prioritization	The program serves students enrolled in approved Fire Academy and Public Safety career pathway courses at Everglades High School. Participation is based on student enrollment in applicable coursework and the availability of instructional and training opportunities provided through the partnership.

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

PROCUREMENT & LOGISTIC OPERATIONS

BROWARD COUNTY PUBIC SCHOOLS

FINANCIAL ANALYSIS WORKSHEET

BID INFORMATION			
New Bid # (Ex: 10-004R):	AGR27-036	**Preparation Date:**	September 30, 2026
Previous Bid # (Ex: 10-004R):	N/A	**Buyer/PA:**	MICHAEL SCOTT
New Bid Award Total:	$33,000	**Bid Title:**	Fire Academy Education Program
Previous Award Total:	N/A		
Bid Type:	New		
Previous Bid Term (Start Date):	N/A	**New Bid Term (In Months):**	32 months
Previous Bid Term (End Date):	N/A	**# of Months Into Bid:**	

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):	

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 Business Enterprise
WBE - Women Business Enterprise

Default Funding Source*		Department/School & Sign-off Information*	
Cost Center	3654317510	**Name** (First & Last)	Maria Formoso
Fund	1000	**Title**	Director
Functional Area	5652630620000000	**Department/School Name**	Career, Technical, Adult, & Community Education (CTACE)
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:	9/30/2026

All information included in this summary is based on the preparation date listed above and may change at any time beyond that date.

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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 MIRAMAR, FLORIDA
(hereinafter referred to as "City"),
whose principal place of business is
2300 Civic Center Place, Miramar, Florida 33025

RECITALS

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 fire-fighting and rescue; and

WHEREAS, City has the clinical facilities necessary to assist in the provision of these educational programs and desires to participate in the education programs for the benefit of the entire community.

WHEREAS, pursuant to the Florida 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 (3) or more sources is hereby waived for SBBC's 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 upon date of the last signature below ("Effective Date") and concludes on July 31, 2029, unless terminated earlier pursuant to section 3.5 of this agreement. The term of the Agreement may, by mutual agreement between SBBC and City, be extended for two (2) additional one-year periods.

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2.2 **Program Purpose:** The education of the student shall be the primary purpose of the Firefighter Academy (the "Program). The Program prepares students to provide initial care to sick or injured persons taught by certified first responder personnel.

2.3 **Instruction and Curriculum:** SBBC is responsible, at its sole expense, for provision of classroom instruction, the selection of students, 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 nor any participating student or faculty member shall interfere with or adversely affect City's operations or 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.

2.4 **SBBC Disclosure of Education Records**.

2.4.1 SBBC employees will provide The City's Fire Instructors (the "teachers of record" for SBBC students) with the education records listed in this section for the following purposes:

2.4.1.1 for providing in-class instruction and evaluation of students learning to be firefighters.

2.4.1.2 for enrolling students in the Ride Along program (when applicable). Requirement for Ride Along is eighteen (18) years of age and student will ride as a civilian; not a part of the Fire Fighter Academy.

2.4.2 SBBC employees will provide The City's Fire Instructors with access to the following education records, via SBBC's FOCUS database. Access must be limited to information pertaining to the students served.

2.4.2.1 Student first and last name

2.4.2.2 Student identification number

2.4.2.3 Student grade level

2.4.2.4 Student date of birth

2.4.2.5 Student gender

2.4.2.6 Student home address

2.4.2.7 Student home phone number

2.4.2.8 Student email address

2.4.2.9 Parent/guardian name

2.4.2.10 Parent/guardian email address

2.4.3 SBBC employees will provide City's Fire Instructors with the following additional

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records, via encrypted email and/or hard copy:

2.4.3.1 Release and Waiver (See **Attachment A**)

2.4.3.2 City's Confidentiality Statement (See **Attachment B**)

2.4.3.3 City's Request for Permission to Ride as an Observer and Hold Harmless Agreement (See **Attachment C**)

2.4.4 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 City's access to SBBC's FOCUS Database. **NOTE:** In addition, SBBC obtains written parent/guardian consent (or consent from students age 18 or older) for students to participate in City's Fire Fighter Ride Along program.

2.4.5 The requirements of this section shall supersede any uses and disclosures of education records or the like as listed in City's privacy policies, if any.

2.5 **The City's Safeguarding the Confidentiality of Education Records**.

2.5.1 Privacy. Notwithstanding any provision to the contrary within this Agreement, City 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 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, City shall:

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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 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;

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 Information Security and Assurance 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;

2.5.2.4 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;

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 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;

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. To the extent permitted by law, 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

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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 obligations under this section shall survive termination of all performance required or conclusion of all obligations existing under this Agreement.

2.6 **Assessment of Data Protection Controls**.

2.6.1 The City or any of The City's subcontractors with access to SBBC data shall provide an attestation stating The City and/or The City'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 The City or any of The City's subcontractors with access to SBBC data under this Agreement.

2.6.2 At a minimum, the audit shall show what controls are utilized for all of the following actions:

2.6.2.1 Protecting SBBC against unauthorized access, unauthorized disclosure, and damage.

2.6.2.2 Reducing the risk of compromise of the availability, integrity, confidentiality, and privacy of the provided SBBC data.

2.6.2.3 Ensuring SBBC student and/or employee personal information is collected, used, retained, disclosed, and disposed of in a manner to meet The City's objectives while also ensuring the data is protected from unauthorized use or disclosure.

2.6.2.4 Monitoring compliance with established security controls.

2.6.3 The City and/or The City'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. City shall provide SBBC an attestation of continued compliance by The City and/or The City's subcontractors with access to SBBC data within ten (10) business days of written request by SBBC.

2.7 **Telephone Consultation**. SBBC shall provide faculty or school administration for consultation with City by telephone at any given time during which students are on City's premises without supervision by an instructor.

2.8 **Course Materials**. Upon request, SBBC shall provide City copies of current course outlines, course objectives, curriculum, philosophy and a list of faculty and their qualifications.

2.9 **Educational Experience**. SBBC faculty shall be responsible for maintaining cooperative relationships with City staff. The Firefighting educational experience to be provided to students must be specified in writing and must be based upon the needs of the student to satis-

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fy 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 City. Participating students and faculty will be required by City to execute a Release and Waiver Agreement, which is attached hereto as **Attachment A**. The student must execute a Hold Harmless Agreement complying with the form attached hereto as **Attachment 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.

2.10 **Approval/Accreditation Status**. Through its administrators and faculty, SBBC shall maintain approval/accreditation status for those programs specified in **Attachment D** attached hereto and incorporated herein by reference.

2.11 **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 during such experiences outside of the classroom.

2.12 **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.

2.13 **Student Evaluation**. SBBC shall be responsible for guidance, direction and classroom 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, City shall assist in the evaluation of student performance. Fire Instructors from City are the "teacher of record" for SBBC students they instruct pursuant to this Agreement.

2.14 **Patient Confidentiality**. Except as otherwise required by law, 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 City. Participating students and faculty will be required by SBBC to execute a Confidentiality Statement substantially complying with the form attached hereto as **Attachment 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 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 City and the imposition upon such third persons of the

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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 City or any federal or state authority entitled to access such information. The provisions of this section shall survive the expiration or termination of this Agreement.

2.15 **Number of Assigned Students**. SBBC and City agree that the determination of the number of students to be assigned to City shall be at the discretion of City, based on a variety of factors including, but not limited to, staff, space availability and the number of students enrolled in the Program.

2.16 **Program Uniforms**. SBBC shall require students participating in the educational Program to wear the uniform of the Program and approved nametag while on City's premises.

2.17 **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 City. Students shall be considered employees, servants, agents, or volunteers of SBBC.

2.18 **Compensation**. SBBC shall pay City $11,000 per contract year, including any renewal term, for services rendered under this Agreement within thirty (30) days after receipt of an invoice from City. Each party shall perform the duties and responsibilities specified in this Agreement. Participating students shall be treated by City as trainees and shall have no expectation of receiving compensation or future employment from either party. Any courtesy appointments to City's staff for the purposes of this Program shall be without entitlement of the appointee to compensation or benefits. Students and faculty shall pay for their own means while participating in the Program.

2.19 **Discontinued Student Placement**. SBBC reserves the right to refuse or discontinue the placement of students if 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 City as determined by 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 of 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 City's premises. In no event shall 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 City's premises. At the time of providing such services, City and

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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, 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 until the later of five (5) years after termination of this Agreement or five (5) years after the date of final payment by SBBC to City's pursuant to 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 City'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. 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 **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 City if City possesses sovereign immunity.

SBBC shall furnish City with evidence of Professional Liability insurance coverage in an amount not less than $1,000,000 per student/faculty member, subject to an aggregate limit of $6,000,000. Each student and faculty member shall be responsible for maintaining his or her own health or accident insurance coverage.

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 Office of Academics The School Board of Broward County, Florida 600 Southeast Third Avenue Fort Lauderdale, Florida, 33301
With a Copy to:	Curriculum Supervisor, Health Science Career, Technical, Adult and Community Educ 1701 Northwest Twenty-Third Avenue Fort Lauderdale, Florida 33311
To The City:	City Manager City of Miramar 2300 Civic Center Place Miramar, Florida 33025
With a Copy to:	Fire Chief City of Miramar Fire Rescue 14801 Southwest Twenty-Seventh Street Miramar, Florida 33027
With a Copy to:	City Attorney Austin Pamies Norris Weeks Powell, PLLC 401 North Avenue of the Arts (NW 7th Avenue) Ft. Lauderdale, FL 33311

2.27 **Background Screening.** The City 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 background screening required by the referenced statutes and meet the standards established by the statutes. Personnel who are subject to background screening include all City'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 The City or its personnel providing any services under this Agreement. The City 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 The City and its personnel. The parties agree that the failure of The City to perform any of the duties de-

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scribed 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 The City to cure such default and no further responsibilities or duties to perform under this Agreement. To the extent permitted by law, The City 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 The City's failure to comply with the requirements of this section or with Sections 1012.32, 1012.465, 1012.467, and 1012.468, Florida Statutes. Nothing herein shall be construed as a waiver by SBBC or City 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.

2.28 **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.

2.29 **Public Records**. The following provisions are required by Section 119.0701, Florida Statutes, and may not be amended. The 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, The 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. The 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 The City does not transfer the public records to SBBC. Upon completion of the Agreement, The City shall transfer, at no cost, to SBBC all public records in possession of The City or keep and maintain public records required by SBBC to perform the services required under the Agreement. If The City transfers all public records to SBBC upon completion of the Agreement, The City shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If The City keeps and maintains public records upon completion of the Agreement, The 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

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RECORDS AT 754-321-2300, RECORDREQUESTS@BROWARDSCHOOLS.COM, LEGISLATIVE AFFAIRS, PUBLIC RECORDS DIVISION, 600 SOUTHEAST THIRD AVENUE, FORT LAUDERDALE, FLORIDA 33301.

2.30 **Proprietary Information**.

2.30.1 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.

2.30.2 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.

2.31 **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 for any damages resulting from said negligence. This section survives 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.

2.32 **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.

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2.33 **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.

2.34 **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.

2.35 **Incorporation by Reference**. **Attachments A, B, C, and D** attached hereto and referenced herein are incorporated into this Agreement by reference.

2.36 **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 **Attachment C** to this Agreement. SBBC shall provide all executed faculty and student Hold Harmless Agreements to City prior to any faculty and/or student participation pursuant to 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 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

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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 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 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

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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.

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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 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]

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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]

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FOR CITY:

(Corporate Seal)

City of Miramar

ATTEST: Signed by: Denise A. Gibbs CEB61DDBCDD34DB...

By: Signed by: Roy Virgin 6FC2075825F4418...

Corporate Secretary Signature Print Name: Denise A. Gibbs

-or-

Title: DocuSigned by: City Clerk Kelvin Baker 6DC946371C8F43A...

Witness Signature Date: 10/15/2026

Print Name: Signed by: Kelvin Baker Kassandra Carvalho-Lindsay FD23CABA3E6843E...

Witness Signature

Print Name: Kassandra Carvalho-Lindsay

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 10/15/2026 (*date*) by Dr. Roy C. Virgin (*name of officer or agent, title of officer or agent*) of City Manager of City of Miramar (*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 _____ day of 10/15/2026, 2026

My Commission Expires:

(SEAL) ALEXANDRA ALEXIS ST.CLAIRE MY COMMISSION # HH 487584 EXPIRES: January 31, 2028

Signature – Notary Public

St.Claire, Alexandra Alexis

Printed Name of Notary

01.31.2028

Notary's Commission No.

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E-VERIFY

In accordance with Florida Statutes §448.095, the Contractor, prior to commencement of services or payment by the City, will provide to the City proof of participation/enrollment in the E-Verify system of the Department of Homeland Security. Evidence of participation/enrollment will be a printout of the Company's "Company Profile" page from the E-verify system. Failure to be continually enrolled and participating in the E-Verify program will be a breach of contract which will be grounds for immediate termination of the contract by the City. The Contractor will not hire any employee who has not been vetted through E-Verify. The Contractor may not subcontract any work for the City to any subcontractor that has not provided an affidavit stating that the subcontractor does not employ, contract with or subcontract with an unauthorized alien.

CITY OF MIRAMAR, FLORIDA

Signed by:
Roy Virgin
6FC2075825F4418...

By: _____
Dr. Roy L. Virgin, City Manager

10/15/2026

ATTEST:

Signed by:
Denise A. Gibbs
CEB64DDBCDD34DB...

_____
Denise A Gibbs, City Clerk

Approved as to form and legal sufficiency
for the use of and reliance by the City of
Miramar only:

By _____
Austin Pamies Norris Weeks Powell, PLLC
City Attorney

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ATTACHMENT A
RELEASE AND WAIVER

I,_____, in consideration for being allowed to enroll and participate in the School Board of Broward County's Introduction to Firefighting education program, hereby agree to sign this Release and Waiver.

Accordingly, I agree to unconditionally release, waive, and discharge City of Miramar, 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 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 City of Miramar, Florida, and/or the above listed educational programs.

I certify and warrant that I am in good health and physical condition and am 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)

Docusign Envelope ID: 79EF2E36-4826-87EB-8074-2EC6A8CA6C90
Docusign Envelope ID: E190B3A0-4C4F-8E25-802F-3DA2106B90CA

ATTACHMENT B
CONFIDENTIALITY STATEMENT

The undersigned hereby acknowledges his/her responsibility under the Agreement between The School Board of Broward County, Florida ("SBBC") and City of Miramar, 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. 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

Docusign Envelope ID: 79EF2E36-4826-87EB-8074-2EC6A8CA6C90

Docusign Envelope ID: E190B3A0-4C4F-8E25-802F-3DA2106B90CA

ATTACHMENT 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 Miramar Fire-Rescue Department permission to ride solely as an observer in an authorized Miramar 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 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 Miramar 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 Miramar Fire-Rescue Department.

WHEREOF, in consideration of the educational benefit to be received and the granting of the above request, I hereby agree to hold City of Miramar, Florida, its Commission, the Miramar Fire-Rescue Department and its Fire Chief, City of Miramar, Florida 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: _____

Docusign Envelope ID: 79EF2E36-4826-87EB-8074-2EC6A8CA6C90

Docusign Envelope ID: E190B3A0-4C4F-8E25-802F-3DA2106B90CA

ATTACHMENT 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 Science/Medical Industry.

- FIREFIGHTING 1-3
    - Everglades High School

Status: ORIGINAL

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

2026-11-10	Regular School Board Meeting
CATEGORY:	O. Operations
DEPARTMENT:	Procurement & Logistics Operations

Agenda Item Number:	O-5.
Consent Item:	Consent
Special Order:	NO
Time for Special Order:	

TITLE:

ITB27-016 - Logistics, Relocation, Assembly, and Installation

REQUESTED ACTION:

Approve the Termination without cause of the Agreement between The School Board of Broward County, Florida (SBBC), and Cover6 Logistics, LLC, and delegate authority to the Superintendent to send a minimum of thirty (30) calendar days' written notice to Cover6 Logistics, LLC of the termination. 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
- Termination Letter
- Award Recommendation

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:	Omar R. Shim	Phone:	754-321-1990
Name:		Phone:	

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Senior Leader & Title

Omar Shim, Chief Financial Officer - Task Assigned

Signature

Omar Shim, Chief Financial Officer - Task Assigned Oct 27,

Electronic Signature

Form $4189 Revised 9/26

HH/JJS

Approved in Open Board Meeting On: November 10, 2026

By: _____

School Board Chair

For more information, please contact:
Name: Omar R. Shim
Title: Chief Financial Officer, Task Assigned
Phone: 754-321-1990

EXECUTIVE SUMMARY

ITB27-016 - Logistics, Relocation, Assembly, and Installation

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Board Meeting Date: November 10, 2026

Requested Action:
Approve the Termination without cause of the Agreement between The School Board of Broward County, Florida (SBBC), and Cover6 Logistics, LLC, and delegate authority to the Superintendent to send a minimum of thirty (30) calendar days' written notice to Cover6 Logistics, LLC of the termination.

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 terminate the Agreement without cause between SBBC and Cover6 Logistics, LLC, effective December 10, 2026.
If the School Board votes "No"	• SBBC will not terminate the Agreement without cause between SBBC and Cover6 Logistics, LLC, effective December 10, 2026.
Alignment to the 2027 Strategic Goals and Guardrails	• Business Operations
Measurable Outcome(s)/Return on Investment	• Timely and efficient completion of District relocation projects through access to qualified logistics and relocation services, enabling the District to meet operational demands while minimizing disruptions to school and departmental operations.

Background/History
SBBC periodically relocates schools and departments to support operational needs, facility projects, and educational changes. Procurement & Logistic Operations provides the majority of relocation support using internal logistics staff and resources. However, certain projects require additional specialized services or exceed the District's internal capacity.

The current need for contracted relocation services is driven in part by the Redefining Our Schools initiative, which includes school closures, program consolidations, and large departmental relocations across the District. These activities require the coordinated relocation of furniture, equipment, records, and instructional materials to support transitions between facilities while maintaining continuity of operations.

This item was approved by the School Board on July 28, 2026, Item OO-28, with budget authority in the amount of $1,600,000 for three suppliers. On August 18, 2026, Cover6 Logistics, LLC reported that they could not comply with the minimum insurance requirements and wished to withdraw from the contract. District staff requests termination without cause of the Agreement with Cover6 Logistics, effective December 10, 2026, pursuant to General Condition 7.55 of the Agreement. The Agreement between SBBC and awarded vendors, E-Logic, Incorporated and Nobel Van Lines, Inc., remains in effect.

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: Contract 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.

Agreement Term:	ITB Term: July 28, 2026, through July 27, 2029, with two one-year renewal options.
Multi-Year Agreement:	Yes. There is a cost savings for operational efficiency achieved by this multi-year ITB. 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, in accordance with Rule 6A-1.012(1)(b), Florida Administrative Code, and Policy 3800, 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/ITB27-016_Logistics,Relocation,Assemblyand InstallationwithAddendum.pdf

Table B: Financial Impact, Funding Source, and Budget Authority
A detailed breakdown of the financial impact of the agenda item, including funding sources, budget status, account coding, and remaining balances associated with each financial action.

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**
7/28/2026 – 7/27/2029	36 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	Not Applicable
School Selection /Prioritization	According to the District's operational needs.
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: Termination Letter
Exhibit C: Award Recommendation

PROCUREMENT & LOGISTIC OPERATIONS

BROWARD COUNTRY PUBIC SCHOOLS

FINANCIAL ANALYSIS WORKSHEET

BID INFORMATION			
New Bid # (Ex: 10-004R):		**Preparation Date:**	October 5, 2026
Previous Bid # (Ex: 10-004R):	ITB27-016	**Buyer/PA:**	MAYA BALSECA
New Bid Award Total:	N/A	**Bid Title:**	Logistics, Relocation, Assembly and installation
Previous Award Total:	$1,600,000		
Bid Type:	TERMINATION OF BID		
Previous Bid Term (Start Date):	7/28/2026	**New Bid Term (In Months):**	N/A
Previous Bid Term (End Date):	7/7/2029	**# of Months Into Bid:**	3

SPEND REPORTING	
Purchase Order(s) Spend:	$163,582
P Card Purchases:	$0
Total Invoiced-to-Date Amount (PO + Pcard Purchases):	**$163,582**
Average Monthly Expenditure:	$54,527
Unused Authorized Spending:	**$1,436,419**
Est. Forecasted Spend (For Entire Bid Term):	

VENDOR INFORMATION			
Awarded Vendors:	**Certification Type:**	**Ethnicity / Gender:**	**Spend:**
150355-NOBEL VAN LINES INC	N/A		$ 141,185
144531-E-LOGIC INC	N/A		$ 22,397
	PO VENDOR SPEND:		**$ 163,582**
	P-CARD SPEND:		**$ -**
	TOTAL SPEND:		**$ 163,582**

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 Business Enterprise
WBE - Women Business Enterprise

Default Funding Source*		Department/School & Sign-off Information*	
Cost Center	1330096130	**Name** (First & Last)	Marcelo D'Arce
Fund	1000	**Title**	Manager
Functional Area	77000000000000	**Department/School Name**	Warehousing Services
Commitment Item	43490825	**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:**	**10/12/2026**

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

Office of the Superintendent
Dr. Howard Hepburn
Superintendent of Schools
600 Southeast Third Avenue
Fort Lauderdale, Florida 33301
phone: 754-321-2600 • fax: 754-321-2701
superintendent@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

November 10, 2026

VIA US MAIL AND EMAIL

Cover 6 Logistics, LLC
Dave LeRoux
306 Morton St.
Richmond, TX 77469

Email: dleroux@c6l.com
Phone: 281-382-9500

Reference: ITB27-016 Logistics, Relocation, Assembly and Installation
Subject: Written Notice of Termination Without Cause

Dear Mr. LeRoux:

The School Board of Broward County, Florida (SBBC), at its November 10, 2026, Regular School Board Meeting, authorized the termination without cause of the Agreement between SBBC and Cover 6 Logistics, LLC, that commenced on July 28, 2026, and expires on July 27, 2029 ("Agreement"); and granted the Superintendent of Schools the authority to provide Cover 6 Logistics, LLC with a thirty (30) calendar day notice of the termination without cause of same Agreement.

In accordance with General Condition 7.55 of the Agreement, this letter hereby serves as an official thirty (30) calendar days' written notice of termination without cause of the Agreement. Please be advised that effective December 10, 2026, the Agreement is considered officially terminated.

Sincerely,

_____
Dr. Howard Hepburn
Superintendent of Schools

cc: John Wesley White, Director, Procurement & Logistic Operations
Marcelo Pozzetti D'Arce, Manager, Warehousing Services, Procurement & Logistic Operations

PROCUREMENT & LOGISTIC OPERATIONS
Broward County Public Schools

AWARD RECOMMENDATION
NOTICE OF AWARD OR INTENDED AWARD

ITB #: ITB27-016

Tentative Board Meeting Date*: July 28, 2026

ITB Title: Logistics, Relocation, Assembly and Installation

Notified: 915 # Downloaded: 40

of Responses Rec'd: 9 # of "No Bids": 1

For: Districtwide (School/Department)

ITB Opening Date : June 9, 2026

Fund: Department Operating Budget

Advertised Date: May 21, 2026

ELECTRONIC POSTING OF AWARD OR INTENDED AWARD: Attention: This notice is pursuant to Section 120.57(3), Florida Statutes, of an award of intended award by The School Board of Broward County, Florida ("SBBC") concerning a competitive solicitation, contract award, or exceptional purchase. The ITB award recommendations will be posted in the Procurement & Logistic Operations Department and www.Demandstar.com on **JUNE 24, 2026 3:00 PM** and will remain posted for Seventy-Two (72) hours. Any person who is adversely affected by the decision or intended decision shall file a notice of protest, in writing, within Seventy-Two (72) hours after the posting of the notice of decision or intended decision. The formal written protest shall be filed within ten (10) calendar days after the date the notice of protest is filed**. Failure to file a notice of protest or failure to file a formal written protest within the time prescribed in Section 120.57(3), Florida Statutes, or failure to post the bond or other security within the time prescribed in School Board Policy 3800 and Section 120.57(3), Florida Statutes, required by law and shall constitute a waiver of proceedings under Chapter 120, Florida Statutes**. 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." Saturdays, Sundays, state holidays, and days during which SBBC's administration is closed shall be excluded in the computation of the Seventy-two (72) hour time periods described herein. Notices of protest and formal written protests shall be filed 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 SBBC, at the time of filing the formal written protest, a bond, payable to "The School Board of Broward County, Florida" in an amount equal to one percent (1%) of the estimated value of the contract or purchase. The original bond or other permitted security shall be delivered to the office of the Director of Procurement & Logistic Operations, 7720 West Oakland Park Boulevard, Suite 323, Sunrise Florida 33351 at the same time the formal written protest must be filed. The original bond or other permitted security may not be faxed or sent via e-mail or other electronic means.

(*) The Cone of Silence, as stated in the ITB and School Board Policies 3800 and 1100B, is in effect until SBBC adjourns the SBBC meeting at which the award or intended award is approved. The SBBC meeting date stated above is tentative. Please contact the Purchasing Agent of record to confirm the actual date the Cone of Silence has concluded.

AWARD OR INTENDED AWARD

Vendor Name	Total Price	Award
Cover6 Logistics, LLC	$1,296,500.00	✓
E-Logic, Inc	$1,171,276.00	✓
Nobel Van Lines, Inc dba Nobel Relocation	$905,600.00	✓
Our Family Moving & Storage, LLC **	$1,877,500.00	

** EDOC-certified E/S/V/M/WBE firm.

Contract Period: Three (3) year contract beginning upon approval by the Board.

The School Board of Broward County, Florida, prohibits any policy or procedure which results in discrimination on the basis of age, color, disability, gender expression, national origin, marital status, race, religion, sex or sexual orientation. Individuals who wish to file a discrimination complaint, may call the Executive Director, Benefits & EEO Compliance at 754-321-2150 or Teletype Machine (TTY) at 754-321-2158.

Individuals with disabilities requesting accommodations under the Americans with Disabilities Act (ADA) may call the Equal Educational Opportunities (EEO) at 754-321-2150 or Teletype Machine (TTY) at 754-321-2158.

ADDITIONAL RECOMENDATIONS

Rejection of Bid(s):

The School Board has the authority under Section 6A-1.012(8); Part III.B of School Board Policy 3800; and the standard ITB Special and General Conditions to reject any non-responsive proposals.

It is recommended that the proposal submitted by Genesis Two, Inc., be rejected as non-responsive pursuant to Section 6A-1.012(8); Part III.B of School Board Policy 3800; and the standard ITB Special and General Conditions for failure to comply with Section 1 - Bidder Acknowledgement, Special Conditions - Section 3.18 and 3.19, Section 6 - Economic Development Opportunity and Compliance Department, and Section 8- Forms and Attachments of the solicitaion.

It is recommended that the proposal submitted by Imperium Space Group, LLC dba CRE Space Delivery be rejected as non-responsive pursuant to Section 6A-1.012(8); Part III.B of School Board Policy 3800; and the standard ITB Special and General Conditions for failure to meet the experience requirements as specified in the ITB - Scope of Work - Section 4.1.m. of the solicitaion.

It is recommended that the proposal submitted by iPhone & iPad Warehouse, LLC dba Phone & Pad Warehouse be rejected as non-responsive pursuant to Section 6A-1.012(8); Part III.B of School Board Policy 3800; and the standard ITB Special and General Conditions for failure to meet the experience requirements as specified in the ITB - Scope of Work - Section 4.1.m. of the solicitaion.

It is recommended that the proposal submitted by Magnolia Genetics, Inc., dba Magnolia Service be rejected as non-responsive pursuant to Section 6A-1.012(8); Part III.B of School Board Policy 3800; and the standard ITB Special and General Conditions for failure to comply with Section 4.2 Bid Summary (Pricing) Sheet of the solicitaion.

It is recommended that the proposal submitted by Professional Furniture Installers, Inc., be rejected as non-responsive pursuant to Section 6A-1.012(8); Part III.B of School Board Policy 3800; and the standard ITB Special and General Conditions for failure to meet the experience requirements as specified in the ITB - Scope of Work - Section 4.1.m. of the solicitaion.

By: Maya Balseca
(Purchasing Agent)

Date: June 24, 2026

The School Board of Broward County, Florida, prohibits any policy or procedure which results in discrimination on the basis of age, color, disability, gender expression, national origin, marital status, race, religion, sex or sexual orientation. Individuals who wish to file a discrimination complaint, may call the Executive Director, Benefits & EEO Compliance at 754-321-2150 or Teletype Machine (TTY) at 754-321-2158.

Individuals with disabilities requesting accommodations under the Americans with Disabilities Act (ADA) may call the Equal Educational Opportunities (EEO) at 754-321-2150 or Teletype Machine (TTY) at 754-321-2158.

AWARD RECOMMENDATION
NOTICE OF AWARD OR INTENDED AWARD

BID ID#	ITB27-016
BID TITLE	Logistics, Relocation, Assembly and Installation

Service	Estimated Quantity	Unit of Measure	Cover6 Logistics, LLC		E-Logic, Inc		Nobel Van Lines, Inc dba Nobel Relocation		Our Family Moving & Storage, LLC	
			Price Per Unit of Measure	Extended Total Price	Price Per Unit of Measure	Extended Total Price	Price Per Unit of Measure	Extended Total Price	Price Per Unit of Measure	Extended Total Price
MOVING & TRANSPORTATION Truck with Driver (pricing to include all equipment, fuel, and supervisory staff as needed)	500	per hour	$95.00	$47,500.00	$147.00	$73,500.00	$110.00	$55,000.00	$110.00	$55,000.00
MOVING & TRANSPORTATION AFTER 5:00PM, WEEKENDS, or HOLIDAYS Truck with Driver (pricing to include all equipment, fuel, and supervisory staff as needed)	100	per hour	$130.00	$13,000.00	$220.50	$22,050.00	$165.00	$16,500.00	$175.00	$17,500.00
LABOR HOUR Mover or Laborer	2000	per hour	$45.00	$90,000.00	$57.75	$115,500.00	$49.00	$98,000.00	$85.00	$170,000.00
LABOR HOUR AFTER 5:00PM, WEEKENDS, or HOLIDAYS Mover or Laborer	200	per hour	$67.50	$13,500.00	$86.63	$17,326.00	$68.00	$13,600.00	$150.00	$30,000.00
PACKING & LABELING (pricing to include Labor and Materials)	500	per hour	$65.00	$32,500.00	$131.25	$65,625.00	$140.00	$70,000.00	$200.00	$100,000.00
FURNITURE / EQUIPMENT DISASSEMBLY & ASSEMBLY (pricing to include Labor and Materials)	500	per hour	$50.00	$25,000.00	$262.50	$131,250.00	$145.00	$72,500.00	$160.00	$80,000.00
TECHNOLOGY EQUIPMENT HANDLING Computers, electronic, etc. (pricing to include Labor and Materials)	1000	per unit	$50.00	$50,000.00	$26.25	$26,250.00	$45.00	$45,000.00	$200.00	$200,000.00
SPECIAL HANDLING Custom packaging, special sizes, wood crate, etc.	100	per unit	$250.00	$25,000.00	$57.75	$5,775.00	$350.00	$35,000.00	$250.00	$25,000.00
CUBICLES Disassembly, Relocation, and Assembly	4000	per cubicle	$250.00	$1,000,000.00	$178.50	$714,000.00	$125.00	$500,000.00	$300.00	$1,200,000.00
TOTALS				**$1,296,500.00**		**$1,171,276.00**		**$905,600.00**		**$1,877,500.00**

The School Board of Broward County, Florida, prohibits any policy or procedure which results in discrimination on the basis of age, color, disability, gender expression, national origin, marital status, race, religion, sex or sexual orientation. Individuals who wish to file a discrimination complaint, may call the Executive Director, Benefits & EEO Compliance at 754-321-2150 or Teletype Machine (TTY) at 754-321-2158.

Individuals with disabilities requesting accommodations under the Americans with Disabilities Act (ADA) may call the Equal Educational Opportunities (EEO) at 754-321-2150 or Teletype Machine (TTY) at 754-321-2158.

Status: ORIGINAL

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

2026-11-10	Regular School Board Meeting
CATEGORY:	O. Operations
DEPARTMENT:	Procurement & Logistics Operations

Agenda Item Number:	O-6.
Consent Item:	Consent
Special Order:	NO
Time for Special Order:	

TITLE:

ITB-FY23-016 - Audio Visual Products, Service & Computer Peripherals

REQUESTED ACTION:

Approve the Second Renewal for Invitation to Bid (ITB) ITB-FY23-016 - Audio Visual Products, Service & Computer Peripherals awarded to the following eleven Vendors: 1) Audio Enhancement, Inc.; 2) AVI Systems, Inc. d/b/a FORTE; 3) Bluum USA, Inc.; 4) Camcor, Inc.; 5) CDW Government LLC; 6) E-Logic, Inc.; 7) MDT Technologies, Incorporated; 8) Solotech Sales & Integration USA, Inc. (f/k/a Pro Sound Inc., d/b/a Stage Equipment and Lighting); 9) United Data Technologies, Inc. d/b/a UDT; 10) AVI-SPL LLC; 11) Smiley's Audio Visual, Inc., with budget authority in the amount of $7,344,576. 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 Letters-11
- Evaluations-11

FINANCIAL IMPACT:

$7,344,576. Funding will be provided from approved District budgets as purchases are requested by schools, departments, and centers.

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:	Omar R. Shim	Phone:	754-321-1990
Name:	Dr. Fabian Cone	Phone:	754-321-2607

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Senior Leader & Title

Dr. Fabian Cone, Chief Academic Officer and Chief Information

Signature

Dr. Fabian Cone, Chief Academic Officer and Chief Information

Electronic Signature
Form $4189 Revised 9/26
HH/JJS

Approved in Open Board Meeting On: November 10, 2026

By: School Board Chair

For more information, please contact:
Name: Dr. Fabian Cone
Title: Chief Information Officer, Task Assigned
Phone: 754-321-2607

EXECUTIVE SUMMARY

ITB-FY23-016 - Audio Visual Products, Service & Computer Peripherals

Board Meeting Date: November 10, 2026

Requested Action:
Approve the Second Renewal for Invitation to Bid (ITB) ITB-FY23-016 - Audio Visual Products, Service & Computer Peripherals awarded to the following eleven Vendors: 1) Audio Enhancement, Inc.; 2) AVI Systems, Inc. d/b/a FORTE; 3) Bluum USA, Inc.; 4) Camcor, Inc.; 5) CDW Government LLC; 6) E-Logic, Inc.; 7) MDT Technologies, Incorporated; 8) Solotech Sales & Integration USA, Inc. (f/k/a Pro Sound Inc., d/b/a Stage Equipment and Lighting); 9) United Data Technologies, Inc. d/b/a UDT; 10) AVI-SPL LLC; 11) Smiley's Audio Visual, Inc., with budget authority in the amount of $7,344,576.

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 may continue using the existing contract award authority for audiovisual products, services, installation, and computer peripherals for use by schools, departments, and centers throughout Broward County.
If the School Board votes "No"	• SBBC would not extend this contract award authority through ITB-FY23-016, which may limit continued access to competitively bid audiovisual products, services, installation, and computer peripherals under this solicitation.
Alignment to the 2027 Strategic Goals and Guardrails	• Goal 1: Early Literacy Proficiency • Goal 2: Algebra Proficiency • Goal 3: Science Proficiency • Goal 4: College & Career Readiness
Measurable Outcome(s)/Return on Investment	• Continued availability of approved audiovisual products and technology standards. • Timely delivery, installation, warranty support, and maintenance services to schools and departments. • Cost savings through competitively solicited pricing, standardized technology products, and established vendor pools.

	• Operational efficiencies gained through use of approved District technology standards and catalog purchasing processes.

Background/History:
SBBC issued ITB-FY23-016 for Audio Visual Products, Service & Computer Peripherals on September 20, 2022. The solicitation sought bids for AV products, service, installation, related accessories, and computer peripherals for various schools, departments, and centers within Broward County. The bid included four groups: Group 1 Service/Installation, Group 2 Service, Group 3 Products (Catalog), and Group 4 Products (Technology Standards). The solicitation provided for a three-year initial term with two additional one-year renewal options and a potential six-month extension beyond the final renewal period if necessary.
Addendum No. 1 was issued on October 14, 2022, providing responses to vendor questions and clarifications regarding award methodology, manufacturer authorizations, and installation requirements.

This item supports an extension of the existing contract authority to maintain continuity of access to competitively bid audiovisual products, services, installation, and computer peripherals.

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:	Initial term: January 1, 2023, through December 31, 2025. First one-year renewal: January 1, 2026, through December 31, 2026. Second one-year renewal: January 1, 2027, through December 31, 2027. If needed, the Agreement may be extended for up to six months beyond the Final Renewal period, through June 30, 2028.
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:** Invitation to Bid (ITB) - 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-FY23-016_AVProducts,Installation&ComputerPeripherals.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. This extension provides continued expenditure authority for the purchase of audiovisual products, technology-standard equipment, installation services, maintenance services, and computer peripherals under the existing competitively solicited contract.
2. Funding will be provided from approved District budgets as purchases are requested by schools, departments, and centers.

New / Current Requested Agreement Authority

Agreement Authority Terms	Length of Agreement Terms	Total Agreement Amount
1/1/2027- 12/31/2027	12 months	$7,344,576

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	District Budgets Schools, Departments, and Centers	$3,672,288	Y

Future Fiscal Year Budget Authority *(Subject to Board Budget Approval)*

FY28	6 months	District Budgets Schools, Departments, and Centers	$3,672,288

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	District schools benefit from continued access to approved technology-standard equipment, interactive displays, projectors, document cameras, audiovisual systems, installation services, maintenance services, and related peripherals.

School Selection /Prioritization	Purchases are based on operational and instructional needs identified by schools, departments, and centers. Specific prioritization criteria are not identified in the solicitation.
Community/ Stakeholder Engagement	Not Applicable
End-User Input	Not Applicable
Technology/Capital Expected Lifecycle/Replacement Cycle	The solicitation includes provisions addressing technology obsolescence, warranty requirements, product lifecycle management, model updates, and replacement of end-of-life technology products. Vendors are required to provide updated technology products that meet or exceed original specifications when awarded products become obsolete or discontinued.

Additional Backup:
Exhibit A: Financial Analysis Worksheet
Exhibit B: Renewal Letters-11
Exhibit C: Evaluations-11

PROCUREMENT & LOGISTIC OPERATIONS

BROWARD COUNTRY PUBIC SCHOOLS

FINANCIAL ANALYSIS WORKSHEET

BID INFORMATION			
New Bid # (Ex: 10-004R):		**Preparation Date:**	September 28, 2026
Previous Bid # (Ex: 10-004R):	FY23-016	**Buyer/PA:**	SUSANNE DALE
New Bid Award Total:	$42,976,576	**Bid Title:**	Audio Visual Products, Installation & Computer Peripherals
Previous Award Total:	$35,632,000		
Bid Type:	RENEWAL OF BID		
Previous Bid Term (Start Date):	1/1/2023	**New Bid Term (In Months):**	12
Previous Bid Term (End Date):	12/31/2026	**# of Months Into Bid:**	44

SPEND REPORTING	
Purchase Order(s) Spend:	$26,793,309
P Card Purchases:	$225,501
Total Invoiced-to-Date Amount (PO + Pcard Purchases):	**$27,018,810**
Average Monthly Expenditure:	$614,064
Unused Authorized Spending:	**$8,613,190**
Est. Forecasted Spend (For Entire Bid Term):	

VENDOR INFORMATION			
Awarded Vendors:	**Certification Type:**	**Ethnicity / Gender:**	**Spend:**
106774-CDW GOVERNMENT LLC	N/A		$ 11,509,916
144793-AUDIO ENHANCEMENT INC	N/A		$ 3,834,873
120464-SOLOTECH SALES & INTEGRATION	N/A		$ 2,855,466
102549-CAMCOR INC	N/A		$ 2,114,011
108252-BLUUM USA INC	N/A		$ 1,554,239
120452-VISIONWORX LLC DBA FORTE	N/A		$ 1,397,867
144531-E-LOGIC INC	N/A		$ 1,117,058
120451-UNITED DATA TECHNOLOGIES INC	N/A		$ 1,044,230
101895-SMILEY'S AUDIO-VISUAL INC	N/A		$ 986,445
108397-AVI-SPL LLC	N/A		$ 258,663
149797-FORTE - AVI SYSTEMS INC	N/A		$ 25,649
103533-911 COMPUTER SERVICES INC	N/A		$ 8,721
122452-UNIVERSAL CABLING SYSTEMS INC	N/A		$ 3,608
138609-MDT TECHNOLOGIES INC	N/A		$ 2,800
142905-ODP BUSINESS SOLUTIONS LLC	N/A		$ 1,777
122617-MICROREPLAY INC	N/A		$ 890
107750-SIGNAL COMMUNICATIONS, LLC	N/A		$ 843
112370-PRO SOUND SERVICE INC	N/A		$ 725
	PO VENDOR SPEND:		**$ 26,717,780**
	P-CARD SPEND:		**$ 225,501**
	TOTAL SPEND:		**$ 26,943,281**

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 Business Enterprise
WBE - Women Business Enterprise

Default Funding Source*		Department/School & Sign-off Information*	
Cost Center	Various School/Dept. Budgets	**Name** (First & Last)	Maximo Rosario
Fund		**Title**	Director
Functional Area		**Department/School Name**	Technology Support 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:**	**9/30/2026**

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

John W. White
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www.Browardschools.com/PLO

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Dr. Howard Hepburn
Superintendent of Schools

July 16, 2026

Audio Enhancement, Inc.
ATTN: Spencer Anderson
9858 S. Audio Drive
West Jordan, UT 84081

spencer.anderson@audioenhancement.com
800-383-9362

Reference: FY23-016 - Audio Visual Products, Installation & Computer Peripherals
Subject: Renewal of Contract

Dear Mr. Anderson:

The above-referenced contract expires on 12/31/2026. In accordance with Special Condition Section 3, # 3 of the ITB, this contract may, by mutual agreement and upon School Board approval, be renewed for an additional year from 1/1/2027 through 12/31/2027. **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 maintain.

☑ Yes, I offer to renew the current contract award at the current awarded price(s).
☐ Yes, I offer to renew the current contract award at a lower price(s) contained on the attached page(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 7/31/2026. 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,

Susanne Dale
Susanne Dale
Purchasing Agent II

VENDOR RESPONSE

Taylor Noyes
Signature/Date - Authorized Representative

Taylor Noyes
Printed Name - Authorized Representative

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Superintendent of Schools

July 16, 2026

AVI Systems, Inc.
D/B/A FORTE
ATTN: Sarah Wilson
10393 Fortune Pkwy
Jacksonville, FL 32256

sarah.wilson@ourforte.com
904-544-9288

Reference: FY23-016 - Audio Visual Products, Installation & Computer Peripherals
Subject: Renewal of Contract

Dear Ms. Wilson:

The above-referenced contract expires on 12/31/2026. In accordance with Special Condition Section 3, # 3 of the ITB, this contract may, by mutual agreement and upon School Board approval, be renewed for an additional year from 1/1/2027 through 12/31/2027. **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 maintain.

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☑ Yes, I offer to renew the current contract award at a lower price(s) contained on the attached page(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 7/31/2026. 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,

Susanne Dale
Susanne Dale
Purchasing Agent II

VENDOR RESPONSE

Monica Mercer 08/05/2026
Signature/Date - Authorized Representative

Monica Mercer, Sales Manager
Printed Name - Authorized Representative

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Dr. Howard Hepburn
Superintendent of Schools

July 16, 2026

AVI-SPL, LLC
ATTN: Samantha Somers
6301 Benjamin Rd., Ste. 101
Tampa, FL 33634

samantha.somers@avispl.com
813-940-8522

Reference: FY23-016 - Audio Visual Products, Installation & Computer Peripherals
Subject: Renewal of Contract

Dear Ms. Somers:

The above-referenced contract expires on 12/31/2026. In accordance with Special Condition Section 3, # 3 of the ITB, this contract may, by mutual agreement and upon School Board approval, be renewed for an additional year from 1/1/2027 through 12/31/2027. **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 maintain.

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Please sign and date this document in the space provided and return it to my attention no later than 7/31/2026. 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,

Susanne Dale
Susanne Dale
Purchasing Agent II

VENDOR RESPONSE

samantha somers 7/22/26
Signature/Date - Authorized Representative

Samantha Somers
Printed Name - Authorized Representative

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BROWARD County Public Schools

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Dr. Howard Hepburn
Superintendent of Schools

July 16, 2026

Bluum USA, Inc.
ATTN: Yandy Viera
8570 Stirling Road, Ste. 102, #400 yandy.viera@bluum.com
Hollywood, FL 33024 786-972-7975

Reference: FY23-016 - Audio Visual Products, Installation & Computer Peripherals
Subject: Renewal of Contract

Dear Mr. Viera:

The above-referenced contract expires on 12/31/2026. In accordance with Special Condition Section 3, # 3 of the ITB, this contract may, by mutual agreement and upon School Board approval, be renewed for an additional year from 1/1/2027 through 12/31/2027. **This letter does not constitute the actual renewal or contract offer.**

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Please sign and date this document in the space provided and return it to my attention no later than 7/31/2026. 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,

Susanne Dale
Susanne Dale
Purchasing Agent II

VENDOR RESPONSE

Signature/Date - Authorized Representative

Sarah Brown, VP of Finance
Printed Name - Authorized Representative

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Dr. Howard Hepburn
Superintendent of Schools

July 16, 2026

Camcor, Inc.
ATTN: Grant Hamilton
2273 S. Church St.
Burlington, NC 27215

ghamilton@camcor.com
800-868-2462 ext.357

Reference: FY23-016 - Audio Visual Products, Installation & Computer Peripherals
Subject: Renewal of Contract

Dear Mr. Hamilton:

The above-referenced contract expires on 12/31/2026. In accordance with Special Condition Section 3, # 3 of the ITB, this contract may, by mutual agreement and upon School Board approval, be renewed for an additional year from 1/1/2027 through 12/31/2027. **This letter does not constitute the actual renewal or contract offer.**

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Please sign and date this document in the space provided and return it to my attention no later than 7/31/2026. 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,

Susanne Dale
Susanne Dale
Purchasing Agent II

VENDOR RESPONSE

7/22/26
Signature/Date - Authorized Representative

Will Benton - Bid Coordinator
Printed Name - Authorized Representative

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County Public Schools

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Dr. Howard Hepburn
Superintendent of Schools

July 16, 2026

CDW Government LLC
ATTN: Justin Schwier
230 N. Milwaukee Ave.
Vernon Hills, IL 60061

jusschw@cdw.com
877-698-5102

Reference: FY23-016 - Audio Visual Products, Installation & Computer Peripherals
Subject: Renewal of Contract

Dear Mr. Schwier:

The above-referenced contract expires on 12/31/2026. In accordance with Special Condition Section 3, # 3 of the ITB, this contract may, by mutual agreement and upon School Board approval, be renewed for an additional year from 1/1/2027 through 12/31/2027. **This letter does not constitute the actual renewal or contract offer.**

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☐ 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 7/31/2026. 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.

AM

Sincerely,

Susanne Dale
Susanne Dale
Purchasing Agent II

VENDOR RESPONSE

Signature/Date - Authorized Representative

Brian Fisher, Director, Program Management

Printed Name - Authorized Representative

07/27/2026

Established 1915
BROWARD County Public Schools

Jennifer D. Andreu
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jennifer.andreu@browardschools.com
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Dr. Allen Zeman

Dr. Howard Hepburn
Superintendent of Schools

August 25, 2025

E-Logic, Inc.
ATTN: Carolina Ramos
1025 Connecticut Ave NW, Ste. 1000 cramos@e-logic.us
Washington D.C. 20036 202-499-7837

Reference: FY23-016 - Audio Visual Products, Installation & Computer Peripherals
Subject: Renewal of Contract

Dear Ms. Ramos:

The above-referenced contract expires on 12/31/2025. In accordance with Special Condition Section 3, # 3 of the ITB, this contract may, by mutual agreement and upon School Board approval, be renewed for an additional year from 1/1/2026 through 12/31/2026. **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 maintain.

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☐ 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 9/5/2025. 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,

Susanne Dale
Susanne Dale
Purchasing Agent II

VENDOR RESPONSE

Carolina Ramos
Signature/Date - Authorized Representative

Carolina Ramos
Printed Name - Authorized Representative

Established 1915
BROWARD County Public Schools

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Superintendent of Schools

July 16, 2026

MDT Technologies, Inc.
ATTN: Marcos De La Torres
10619 NW 122 St.
Medley, FL 33178

sales@mdttechnologiesfl.com
305-907-1337

Reference: FY23-016 - Audio Visual Products, Installation & Computer Peripherals
Subject: Renewal of Contract

Dear Mr. De La Torres:

The above-referenced contract expires on 12/31/2026. In accordance with Special Condition Section 3, # 3 of the ITB, this contract may, by mutual agreement and upon School Board approval, be renewed for an additional year from 1/1/2027 through 12/31/2027. **This letter does not constitute the actual renewal or contract offer.**

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Sincerely,

Susanne Dale
Susanne Dale
Purchasing Agent II

VENDOR RESPONSE

M De La Torre
Signature/Date - Authorized Representative

Marcos De La Torre / President & CEO
Printed Name - Authorized Representative

Established 1915
BROWARD County Public Schools

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Dr. Allen Zeman

Dr. Howard Hepburn
Superintendent of Schools

July 16, 2026

Smiley's Audio Visual, Inc.
ATTN: Cathy Smiley
PO Box 6925
Lakeland, FL 33807-6925

cathy@smileysaudiovisual.com
863-667-1998 ext. 221

Reference: FY23-016 - Audio Visual Products, Installation & Computer Peripherals
Subject: Renewal of Contract

Dear Ms. Smiley:

The above-referenced contract expires on 12/31/2026. In accordance with Special Condition Section 3, # 3 of the ITB, this contract may, by mutual agreement and upon School Board approval, be renewed for an additional year from 1/1/2027 through 12/31/2027. **This letter does not constitute the actual renewal or contract offer.**

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Sincerely,

Susanne Dale
Susanne Dale
Purchasing Agent II

VENDOR RESPONSE

Cathy Smiley
Signature/Date - Authorized Representative

Cathy Smiley, President
Printed Name - Authorized Representative

Established 1915
BROWARD County Public Schools

John W. White
Director, Procurement & Logistic Operations
7720 W. Oakland Park Boulevard
Sunrise, Florida 33351
phone: 754-321-0501
john.white2@browardschools.com
www.Browardschools.com/PLO

The School Board of Broward County, Florida

Debra Hixon, Chair
Sarah Leonardi, Vice Chair

Lori Alhadeff
Adam Cervera, Esq.
Maura McCarthy Bulman
Dr. Jeff Holness
Nora Rupert
Rebecca Thompson
Dr. Allen Zeman

Dr. Howard Hepburn
Superintendent of Schools

July 16, 2026

Solotech Sales & Intergration
ATTN: Jon Evans
8000 Governors Square Blvd., Ste. 400 jon.evans@solotech.com
Miami Lakes, FL 33016 305-891-1000 ext.4235

Reference: FY23-016 - Audio Visual Products, Installation & Computer Peripherals
Subject: Renewal of Contract

Dear Mr. Evans:

The above-referenced contract expires on 12/31/2026. In accordance with Special Condition Section 3, # 3 of the ITB, this contract may, by mutual agreement and upon School Board approval, be renewed for an additional year from 1/1/2027 through 12/31/2027. **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 maintain.

☑ Yes, I offer to renew the current contract award at the current awarded price(s).
☐ Yes, I offer to renew the current contract award at a lower price(s) contained on the attached page(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 7/31/2026. 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,

Susanne Dale
Susanne Dale
Purchasing Agent II

VENDOR RESPONSE

Signature/Date - Authorized Representative

Sara Wootson
Printed Name - Authorized Representative

John W. White
Director, Procurement & Logistic Operations
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Dr. Allen Zeman

Dr. Howard Hepburn
Superintendent of Schools

July 16, 2026

United Data Technologies, Inc.
D/B/A UDT
ATTN: Richard T. Sardinas rsardinas@udtonline.com
2900 Monarch Lakes Blvd., Ste. 300 305-301-7976
Miramar, FL 33027

Reference: FY23-016 - Audio Visual Products, Installation & Computer Peripherals
Subject: Renewal of Contract

Dear Mr. Sardinas:

The above-referenced contract expires on 12/31/2026. In accordance with Special Condition Section 3, # 3 of the ITB, this contract may, by mutual agreement and upon School Board approval, be renewed for an additional year from 1/1/2027 through 12/31/2027. **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 maintain.

☒ Yes, I offer to renew the current contract award at the current awarded price(s).
☐ Yes, I offer to renew the current contract award at a lower price(s) contained on the attached page(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 7/31/2026. 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,

Susanne Dale
Susanne Dale
Purchasing Agent II

VENDOR RESPONSE

Fernando Fernandez
Fernando Fernandez (Jul 22, 2026 14:04:44 EDT)
Signature/Date - Authorized Representative

Fernando Fernandez, CFO
Printed Name - Authorized Representative

PROCUREMENT & LOGISTIC OPERATIONS
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 & 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 Operations 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 #: FY23-016	**Bid Title:** AV Products, Installation & Computer Peripherals
Purchase Order #:	**Product/Service Provided:** AV Products, Installation & Co
Supplier (Company) Name: Audio Enhancement, Inc.	
Contact Name: Spencer Anderson	**Contact Phone #:** (800) 383 - 9362

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: Julio Gonzalez	**Title:** Assistant Director	**Contact Phone #:** (754) 321 - 0482
School/Department: Technology Support Services		
Participant's Signature: Julio E. Gonzalez Digitally signed by Julio E. Gonzalez Date: 2026.07.22 08:16:13 -04'00'		**Date:** 07/21/2026

PROCUREMENT & LOGISTIC OPERATIONS
THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Supplier/Product Evaluation Form

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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 #: FY23-016	**Bid Title:** AV Products, Installation & Computer Peripherals
Purchase Order #:	**Product/Service Provided:** AV Products, Installation & Co
Supplier (Company) Name: AVI Systems, Inc. dba FORTE	
Contact Name: Sarah Wilson	**Contact Phone #:** (904) 544 - 9288

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: Julio Gonzalez	**Title:** Assistant Director	**Contact Phone #:** (754) 321 - 0482
School/Department: Technology Support Services		
Participant's Signature: Julio E. Gonzalez Digitally signed by Julio E. Gonzalez Date: 2026.07.22 08:15:48 -04'00'	**Date:** 07/21/2026	

PROCUREMENT & LOGISTIC OPERATIONS
THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

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GENERAL INFORMATION

Bid #: FY23-016	**Bid Title:** AV Products, Installation & Computer Peripherals
Purchase Order #:	**Product/Service Provided:** AV Products, Installation & Co
Supplier (Company) Name: AVI-SPL, LLC	
Contact Name: Samantha Somers	**Contact Phone #:** (813) 940 - 8522

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: Julio Gonzalez	**Title:** Assistant Director	**Contact Phone #:** (754) 321 - 0482
School/Department: Technology Support Services		
Participant's Signature: Julio E. Gonzalez Digitally signed by Julio E. Gonzalez Date: 2026.07.22 08:15:05 -04'00'		**Date:** 07/14/2026

PROCUREMENT & LOGISTIC OPERATIONS
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GENERAL INFORMATION

Bid #: FY23-016	**Bid Title:** AV Products, Installation & Computer Peripherals
Purchase Order #:	**Product/Service Provided:** AV Products, Installation & Co
Supplier (Company) Name: Bluum USA, Inc	
Contact Name: Yandy Viera	**Contact Phone #:** (786) 972 - 7975

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: Julio Gonzalez	**Title:** Assistant Director	**Contact Phone #:** (754) 321 - 0482
School/Department: Technology Support Services		
Participant's Signature: Julio E. Gonzalez	Digitally signed by Julio E. Gonzalez Date: 2026.07.22 08:14:24 -04'00'	**Date:** 07/21/2026

PROCUREMENT & LOGISTIC OPERATIONS
THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Supplier/Product Evaluation Form

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GENERAL INFORMATION

Bid #: FY23-016	**Bid Title:** AV Products, Installation & Computer Peripherals
Purchase Order #:	**Product/Service Provided:** AV Products, Installation & Co
Supplier (Company) Name: Camcor, Inc.	
Contact Name: Grant Hamilton	**Contact Phone #:** (800) 868 - 2462

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: Julio Gonzalez	**Title:** Assistant Director	**Contact Phone #:** (754) 321 - 0482
School/Department: Technology Support Services		
Participant's Signature: Julio E. Gonzalez Digitally signed by Julio E. Gonzalez Date: 2026.07.22 08:12:55 -04'00'		**Date:** 07/21/2026

PROCUREMENT & LOGISTIC OPERATIONS
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GENERAL INFORMATION

Bid #: FY23-016	**Bid Title:** AV Products, Installation & Computer Peripherals
Purchase Order #:	**Product/Service Provided:**
Supplier (Company) Name: CDW Government LLC	
Contact Name: Justin Schwier	**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: Julio E. Gonzalez	**Title:** Assistant Director	**Contact Phone #:** (754) 321 - 0453
School/Department: Technology Support Services		
Participant's Signature: Julio E. Gonzalez Digitally signed by Julio E. Gonzalez Date: 2026.08.05 15:45:46 -04'00'		**Date:** 08/05/2026

PROCUREMENT & LOGISTIC OPERATIONS
THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

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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.

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GENERAL INFORMATION

Bid #: FY23-016	**Bid Title:** AV Products, Installation & Computer Peripherals
Purchase Order #:	**Product/Service Provided:** AV Products, Installation & Co
Supplier (Company) Name: E-Logic, Inc.	
Contact Name: Carolina Ramos	**Contact Phone #:** (202) 499 - 7837

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: Julio Gonzalez	**Title:** Assistant Director	**Contact Phone #:** (754) 321 - 0482
School/Department: Technology Support Services		
Participant's Signature: Julio E. Gonzalez Digitally signed by Julio E. Gonzalez Date: 2026.07.22 07:59:19 -04'00'		**Date:** 07/21/2026

PROCUREMENT & LOGISTIC OPERATIONS
THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

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GENERAL INFORMATION

Bid #: FY23-016	**Bid Title:** AV Products, Installation & Computer Peripherals
Purchase Order #:	**Product/Service Provided:** AV Products, Installation & Co
Supplier (Company) Name: MDT Technologies	
Contact Name: Marcos De La Torres	**Contact Phone #:** (305) 907 - 1337

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: Julio Gonzalez	**Title:** Assistant Director	**Contact Phone #:** (754) 321 - 0482
School/Department: Technology Support Services		
Participant's Signature: Julio E. Gonzalez Digitally signed by Julio E. Gonzalez Date: 2026.07.22 07:57:39 -04'00'		**Date:** 07/21/2026

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GENERAL INFORMATION

Bid #: FY23-016	**Bid Title:** AV Products, Installation & Computer Peripherals
Purchase Order #:	**Product/Service Provided:** AV Products, Installation & Co
Supplier (Company) Name: Smiley's Audio Visual, Inc.	
Contact Name: Cathy Smiley	**Contact Phone #:** (863) 667 - 1998

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: Julio Gonzalez	**Title:** Assistant Director	**Contact Phone #:** (754) 321 - 0482
School/Department: Technology Support Services		
Participant's Signature: Julio E. Gonzalez Digitally signed by Julio E. Gonzalez Date: 2026.07.22 07:56:26 -04'00'		**Date:** 07/14/2026

PROCUREMENT & LOGISTIC OPERATIONS
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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 Operations 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 #: FY23-016	**Bid Title:** AV Products, Installation & Computer Peripherals
Purchase Order #:	**Product/Service Provided:** AV Products, Installation & Co
Supplier (Company) Name: Solotech Sales & Integration	
Contact Name: Jon Evans	**Contact Phone #:** (305) 891 - 1000

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: Julio Gonzalez	**Title:** Assistant Director	**Contact Phone #:** (754) 321 - 0482
School/Department: Technology Support Services		
Participant's Signature: Julio E. Gonzalez Digitally signed by Julio E. Gonzalez Date: 2026.07.22 07:50:58 -04'00'		**Date:** 07/21/2026

PROCUREMENT & LOGISTIC OPERATIONS
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 & 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 Operations 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 #: FY23-016	**Bid Title:** AV Products, Installation & Computer Peripherals
Purchase Order #:	**Product/Service Provided:** AV Products, Installation & Co
Supplier (Company) Name: United Data Technologies, Inc. dba UDT	
Contact Name: Richard T. Sardinas	**Contact Phone #:** (305) 301 - 3976

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: Julio Gonzalez	**Title:** Assistant Director	**Contact Phone #:** (754) 321 - 0482
School/Department: Technology Support Services		
Participant's Signature: Julio E. Gonzalez Digitally signed by Julio E. Gonzalez Date: 2026.07.22 07:49:25 -04'00'		**Date:** 07/14/2026

Status: ORIGINAL

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

2026-11-10	Regular School Board Meeting
CATEGORY:	O. Operations
DEPARTMENT:	Procurement & Logistics Operations

Agenda Item Number:	O-7.
Consent Item:	Consent
Special Order:	NO
Time for Special Order:	

TITLE:

ITB-FY23-091 & ITB-FY23-091-1 – High Dosage Personalized Tutoring Services

REQUESTED ACTION:

Approve the extension of the Invitation to Bids (ITB) ITB-FY23-091 and ITB-FY23-091-1 - High Dosage Personalized Tutoring Services ITB through December 31, 2027, with the following ten Vendors: 1) Brainfuse, LLC; 2) Braintrust Tutors Inc.; 3) Carnegie Learning, Inc.; 4) K12 Tutoring, Inc. (f/k/a Fuel Education LLC); 5) Learn-IT Systems LLC; 6) Planting Seeds for Tomorrow, LLC; 7) SmartStart Education, LLC; 8) Study Smart Tutors; 9) The Reading Room; 10) Tutor ME LA d/b/a Tutor ME Education. 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
- Award Recommendations-2
- Renewal Letters-10
- Bid Renewals Memo

FINANCIAL IMPACT:

Of the original $8,000,000 budget authority approved, there still remains $6,056,510 available. The ITB will be funded through School budgets and available Grant Funding Sources.

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:	Omar R. Shim	Phone:	754-321-1990
Name:		Phone:	

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Senior Leader & Title

Omar Shim, Chief Financial Officer - Task Assigned

Approved in Open Board Meeting On: November 10, 2026

Signature

Omar Shim, Chief Financial Officer - Task Assigned Oct 27,

Electronic Signature

By: _____

School Board Chair

Form $4189 Revised 9/26

HH/JJS

For more information, please contact:
Name: Dr. Angela R. Fulton
Title: Deputy Superintendent
Phone: 754-321-2100

Executive Summary

ITB-FY23-091 and ITB-FY23-091-1 – High Dosage Personalized Tutoring Services

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Board Meeting Date: November 10, 2026

Requested Action:
Approve the extension of the Invitation to Bids (ITB) ITB-FY23-091 and ITB-FY23-091-1 - High Dosage Personalized Tutoring Services ITB through December 31, 2027, with the following ten Vendors: 1) Brainfuse, LLC; 2) Braintrust Tutors Inc.; 3) Carnegie Learning, Inc.; 4) K12 Tutoring, Inc. (f/k/a Fuel Education LLC); 5) Learn-IT Systems LLC; 6) Planting Seeds for Tomorrow, LLC; 7) SmartStart Education, LLC; 8) Study Smart Tutors; 9) The Reading Room; 10) Tutor ME LA d/b/a Tutor ME Education.

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 continue to have access to approved vendors to provide personalized tutoring services to District students throughout the District. Schools will continue to receive access to services following standardized practices at prearranged rates.
If the School Board votes "No"	• The District-wide High Dosage Personalized Tutoring Services Agreement (ITB) will expire, requiring schools to independently identify, review, and evaluate vendors and complete procurement approvals. These added responsibilities will strain limited staff resources and delay services, disrupting, limiting, or eliminating critical, specialized academic support for targeted students. Without a centralized agreement, the District cannot ensure vendors use research-based practices, placing instructional quality and student learning gains at risk. Expiration will also remove the agreement's standardized accountability, fixed pricing, and rigorous quality controls that protect students, safeguard student outcomes, and protect District resources.
Alignment to the 2027 Strategic Goals and Guardrails	• Goal 1: Early Literacy Proficiency • Goal 2: Algebra Proficiency
Measurable Outcome(s)/Return on Investment	• After the 2026-2027 school year, statewide exam results for District students who received tutoring will be compared with those of similar students who did not determine whether there is a significant difference in performance.

Background/History:

The services under this ITB provide high-dosage personalized tutoring in English Language Arts (ELA) and mathematics for District students. A total of 26 approved vendors provide in-person and online tutoring services for students in kindergarten through Grade 12. The vendor pool was established through two separate School Board-approved contract actions during different approval periods. The original group of vendors was approved by The School Board of Broward County, Florida (SBBC), on December 13, 2022, through Agenda Item OO-18, ITB-FY23-091 – High Dosage Personalized Tutoring Services. An additional group of vendors was later added to the approved pool on March 12, 2024, through Agenda Item OO-24, ITB-FY23-091-1 – High Dosage Personalized Tutoring Services, ADDED.

These qualified vendors shall provide personalized tutoring that helps students who require additional academic assistance and instruction in order to accelerate their academic growth and improve their academic performance. The tutoring services must be aligned with one of the five models outlined below, which provide options for services to be conducted virtually or in person, either during the school day or directly before/after the school day, or on demand.

Model	Student Group	When	Delivery	Dose	Key Measurement
1	Elementary	During school	K-2 in-person required; Grades 3-5 in-person required, with virtual option on a per-student basis	30 minutes, 3 times weekly; Total 90 minutes/week required	Baseline assessment and weekly updates and progress monitoring required
2	Elementary	Before/After School	K-2 in-person required; Grades 3-5 in-person required, with virtual option on a per-student basis	30 minutes, 3 times weekly; Total 90 minutes/week required	Baseline assessment and weekly updates and progress monitoring required
3	Secondary	During school	In person preferred; Virtual option acceptable	30 minutes, 3 times weekly OR 45 minutes, 2 times weekly; Total 90 minutes/week required	Baseline assessment and weekly updates and progress monitoring required
4	Secondary	Before/After School	In person preferred; Virtual option acceptable	30 minutes, 3 times weekly OR 45 minutes, 2 times weekly; Total 90 minutes/week required	Baseline assessment and weekly updates and progress monitoring required
5	On demand	Anytime	Virtual required	Unlimited, as needed	Not applicable

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 is for a term of 36 months, beginning December 14, 2022 (ITB-FY23-091), and March 12, 2024 (ITB-FY23-091-1), through December 31, 2025. The First Amendment via Memo to Board members dated December 1, 2025, under Subject: Bid Renewals for the Month of December 2025, extended the expiration date from January 1, 2026, to

	December 31, 2026. This Second Amendment extends the expiration date from January 1, 2026, to December 31, 2027.
Multi-Year Agreement:	Yes, this is a multi-year ITB. Emerging/Small/Minority/Veteran/Women Business Enterprise Vendor(s): Planting Seeds for Tomorrow, LLC; The Reading Room.
Procurement Method:	**Piggyback Agreement:** No **Acquisition Method:** Pursuant to Purchasing Policy 3800, in accordance with Section 6A-1.012(1)(b), F.A.C., 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-FY23-091_High-dosagePersonalizedTutoringServices.pdf http://www.broward.k12.fl.us/supply/agenda/ITB-FY23-091-1_High-dosagePersonalizedTutoringServices.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 have no increase in the financial impact to the District. Of the original $8,000,000 spending authority approved, there still remains $6,056,510 available.
2. The Agreement will be funded through School budgets and available Grant Funding Sources.

New / Current Requested Agreement Authority

Agreement Authority Terms	Length of Agreement Terms	Total Agreement Amount
12/12/2026 – 12/11/2027	12 months	$6,056,510

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	School Budgets and available Grant Funding Sources	$ 3,028,255	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	School Budgets and available Grant Funding Sources	$ 3,028,255

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 participating schools will continue to have access to vendor services aligned to the ITB.
School Selection /Prioritization	All schools wishing to participate.
Community/ Stakeholder Engagement	Stakeholder engagement will include coordinated District communications, including a PIVOT memo announcement, enhanced program guidance through the use of revised resources and new documentation to school-based administrators and program partners to support implementation and ongoing review of the initiative.
End-User Input	Not Applicable
Technology/Capital Expected Lifecycle / Replacement Cycle	Not Applicable

Additional Backup
Exhibit A: Financial Analysis Worksheet
Exhibit B: Bid Renewals Memo
Exhibit C: Renewal Letter

PROCUREMENT & LOGISTIC OPERATIONS

BROWARD COUNTRY PUBIC SCHOOLS

FINANCIAL ANALYSIS WORKSHEET

BID INFORMATION			
New Bid # (Ex: 10-004R):	N/A	**Preparation Date:**	October 5, 2026
Previous Bid # (Ex: 10-004R):	FY23-091	**Buyer/PA:**	BELINDA J. DEFOOR
New Bid Award Total:	N/A	**Bid Title:**	High-dosage Personalized Tutoring
Previous Award Total:	$8,000,000		
Bid Type:	RENEWAL OF BID		
Previous Bid Term (Start Date):	12/13/2022	**New Bid Term (In Months):**	12
Previous Bid Term (End Date):	12/31/2026	**# of Months Into Bid:**	46

SPEND REPORTING	
Purchase Order(s) Spend:	$1,943,490
P Card Purchases:	$0
Total Invoiced-to-Date Amount (PO + Pcard Purchases):	**$1,943,490**
Average Monthly Expenditure:	$42,250
Unused Authorized Spending:	**$6,056,510**
Est. Forecasted Spend (For Entire Bid Term):	

VENDOR INFORMATION			
Awarded Vendors:	**Certification Type:**	**Ethnicity / Gender:**	**Spend:**
146889-VARSITY TUTORS FOR SCHOOLS LLC	N/A		$ 1,943,490
	PO VENDOR SPEND:		**$ 1,943,490**
	P-CARD SPEND:		**$ -**
	TOTAL SPEND:		**$ 1,943,490**

NOTES (Type Below): Each individual School uses their own budget and Grants for this so the codes vary.

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 Business Enterprise
WBE - Women Business Enterprise

Default Funding Source*		Department/School & Sign-off Information*	
Cost Center	School specific	**Name** (First & Last)	Thomas Correll
Fund		**Title**	Director
Functional Area		**Department/School Name**	Instructional Innovation & Digital 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:**	**10/6/2026**

All information included in this summary is based on the preparation date listed above and may change at any time beyond that date.

Procurement & Warehousing Services
Broward County Public Schools

RECOMMENDATION TABULATION

ITB #:	FY23-091	Tentative Board Meeting Date*:	TBD
ITB Title:	High-dosage Personalized Tutoring Services	# Notified: 128	# Downloaded: 68
		# of Responses Rec'd: 24	# of "No Bids": 1
For:	Academics (School/Department)	ITB Opening Date :	July 6, 2022
Fund:	Assorted District-wide budgets	Advertised Date:	June 10, 2022

POSTING OF RECOMMENDATION/TABULATION: ITB Recommendations and Tabulations will be posted in the Procurement & Warehousing Services and www.Demandstar.com on **July 11, 2022 @ 4:00 PM** and will remain posted for 72 hours. 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 posting of the notice of decision or intended decision. The formal written protest shall be filed within ten (10) days after the date the notice of protest is filed. Failure to file a notice of protest or failure to file a formal written protest shall constitute a waiver of proceedings under this chapter. 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." 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. Filings shall be at the office of the Director of Procurement & Warehousing Services, 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. 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.

(*) The Cone of Silence, as stated in the ITB, is in effect until award is approved by SBBC. The Board meeting date stated above is tentative. Confirm with the Purchasing Agent of record for the actual date the Cone of Silence has concluded.

RECOMMENDATION TABULATION

In accordance with Section 4(4.4) of the ITB, this bid is being awarded in its by item to all responsive and responsible Bidders meeting all specifications, terms, and conditions, to establish a pool of vendors as follows:

Vendor Name	Item Award
BraintrustTutors Foundation, Inc.	1 – 6
Carnegie Learning Inc.	6
Cignition, Inc.	6
Educate 2 Elevate, Inc.	1 – 6
Focus Care, Inc.	2, 4
GoSchoolBox Inc.	1 – 6
ICP Teams USA, LLC	1 – 6
iTutor	2, 4, 6
Jump Start Tutoring Center LLC	1 – 6

Vendor Name	Item Award
Papaya Tutoring Services, Inc dba Papaya	2
Planting Seeds Tutoring & Test Prep	1 – 6
Revolution Prep	2, 4, 6
Study Smart Tutors	1 – 6
Teachers On Demand, Inc.	1 – 6
TPR Education, LLC dba The Princeton Review	2, 4, 6
Tutor Me LA LLC dba Tutor Me Education	1 – 6
Tutored By Teachers	6
University Instructors LLC	1 – 6

It is recommended that for reasons stated on the attached Bid Rejection Sheet, the bid referenced be rejected in their entirety for not complying with the ITB requirements.

Contract term: Three (3) year term beginning upon approval by the Board, with an option for two (2) additional one (1) year renewal periods.

By: Harmon (Purchasing Agent) Date: 7/11/22

The School Board of Broward County, Florida, prohibits any policy or procedure which results in discrimination on the basis of age, color, disability, gender expression, national origin, marital status, race, religion, sex or sexual orientation. Individuals who wish to file a discrimination complaint, may call the Executive Director, Benefits & EEO Compliance at 754-321-2150 or Teletype Machine (TTY) at 754-321-2158.

Individuals with disabilities requesting accommodations under the Americans with Disabilities Act (ADA) may call the Equal Educational Opportunities (EEO) at 754-321-2150 or Teletype Machine (TTY) at 754-321-2158.

BID REJECTION SHEET

Reject entire bid from the following vendors:
BookNook, Inc.
Brainfuse, Inc.
Saga Innovations d/b/a Saga Education
Reason: Bidders failed to return signed Bidder Acknowledgement Form.

> **As stated in Section 1 - Bidder Acknowledgement:** "In accordance with General Condition 1, this section must be completed in its entirety including the signature of an authorized representative where indicated below and submitted with the bid. Failure to provide this document, with the bid will result in bid being considered non-responsive."
>
> **And as stated in Section 3 - General Condition:** "1. Sealed Bid Requirements: The "Bidder Acknowledgement" must be completed, signed and returned with the bid."

Reject entire bid from the following vendors:
GradeSlam America, Inc. d/b/a Paper
Reason: GradeSlam America, Inc. d/b/a Paper refused to agree to General Condition 54 of SBBC's Terms and Conditions.

Varsity Tutors for Schools LLC
Reason: Varsity Tutors for Schools LLC refused to agree to SBBC's Terms and Conditions.

> **As stated in Section 1 of the ITB:** "Bidder agrees to complete and unconditional acceptance of the contents of all pages in this Invitation To Bid (ITB), and all appendices and the contents of any Addenda released hereto; Bidder agrees to be bound to any and all specifications, terms, and conditions contained in the ITB, and any released Addenda and understand that the following are requirements of this ITB and failure to comply will result in disqualification of bid submitted."

The School Board of Broward County, Florida, prohibits any policy or procedure which results in discrimination on the basis of age, color, disability, gender expression, national origin, marital status, race, religion, sex or sexual orientation. Individuals who wish to file a discrimination complaint, may call the Executive Director, Benefits & EEO Compliance at 754-321-2150 or Teletype Machine (TTY) at 754-321-2158.

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Procurement & Warehousing Services
Broward County Public Schools

AWARD RECOMMENDATION

ITB #: FY23-091-1

Tentative Board Meeting Date*: March 12, 2024

ITB Title: High Dosage Personalized Tutoring Services

Notified: 229 # Downloaded: 85

of Responses Rec'd: 18 # of "No Bids": 0

For: Academics (School/Department)

ITB Opening Date : December 12, 2023

Fund: Districtwide Budgets

Advertised Date: October 24, 2023

POSTING OF AWARD RECOMMENDATION: Select One Award Recommendations will be posted in the Procurement & Warehousing Services and www.Demandstar.com on **JANUARY 24, 2024 @ 3:00 PM** and will remain posted for 72 hours. 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 posting of the notice of decision or intended decision. The formal written protest shall be filed within ten (10) days after the date the notice of protest is filed. Failure to file a notice of protest or failure to file a formal written protest shall constitute a waiver of proceedings under this chapter. 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." 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. Filings shall be at the office of the Director of Procurement & Warehousing Services, 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. 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.

(*) The Cone of Silence, as stated in the RFP, is in effect until award is approved by SBBC. The Board meeting date stated above is tentative. Confirm with the Purchasing Agent of record for the actual date the Cone of Silence has concluded.

AWARD RECOMMENDATION

In accordance with Section 4, Subsection 4.4 of the ITB, this bid is being recommended for award by item and to all responsive and responsible Bidders meeting all specifications, terms and conditions in order to establish a pool of vendors as follows:

Vendor Name	Item(s) Awarded
BookNook, Inc.	2
Brainfuse, Inc.	6
Bridge Group Tax LLC d/b/a Apex Platforms	1 through 6
Enlai International LTD. d/b/a Purple Ruler	2, 4, 5 & 6
Filo Edtech, Inc.	2, 4 & 6
Fuel Education, LLC d/b/a Stride Tutoring	6
Learn-It Systems, LLC	1 through 6
Paper Education America, Inc.	2
*Planting Seeds for Tomorrow, LLC **E/S/MWBE-AA**	1 through 6
*The Reading Room **E/S/MBE-AA**	1 through 6
RH2 Education Solutions, LLC d/b/a Huntington Learning Center	1
SmartStart Education, LLC	1, 3 & 5
Top Tier Tutoring, LLC	3
Tutor Partners, LLC	1 through 6
Tutorfly Holdings, Inc.	1 through 6
Varsity Tutors for Schools, LLC	2, 4 & 6

(*) Certified SMWBE Vendor

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Individuals with disabilities requesting accommodations under the Americans with Disabilities Act (ADA) may call the Equal Educational Opportunities (EEO) at 754-321-2150 or Teletype Machine (TTY) at 754-321-2158.

It is recommended that for reason(s) stated below the following Bidder(s) bid be rejected in its entirety for not complying with the ITB requirements.

Reject the bid from **Hey Tutor, Inc**. in its entirety. In accordance with Section 3 - General Condition 1 – Seal Bid Requirements, the Bidder Acknowledgment Section of Form 3270D must be completed, signed, and returned with your bid. The School Board of Broward County, Florida (SBBC) reserves the right to reject any bid that fails to comply with submittal requirements. Hey Tutor, Inc. did not sign the Bidder Acknowledgment Section of the ITB and therefore, their bid is considered non-responsive.

Reject the bid from **Kelly Services, Inc**. in its entirety. In accordance with General Condition 34 – Purchase Agreement, SBBC shall not accept proposed terms and conditions that are different from those contained in this Invitation to Bid (ITB), including attached documents, Agreement or any other materials which deviate from the terms and conditions of this ITB. Kelly Services provided an Agreement with their submitted bid which deviates from the terms and conditions contained in this ITB; therefore, their bid is considered non-responsive.

Contract Term: **Date of Award** and continuing until **December 31, 2025**.

By: Charles V. High (Purchasing Agent) Date: 1/18/24

The School Board of Broward County, Florida, prohibits any policy or procedure which results in discrimination on the basis of age, color, disability, gender expression, national origin, marital status, race, religion, sex or sexual orientation. Individuals who wish to file a discrimination complaint, may call the Executive Director, Benefits & EEO Compliance at 754-321-2150 or Teletype Machine (TTY) at 754-321-2158.

Individuals with disabilities requesting accommodations under the Americans with Disabilities Act (ADA) may call the Equal Educational Opportunities (EEO) at 754-321-2150 or Teletype Machine (TTY) at 754-321-2158.

Procurement & Warehousing Services
Broward County Public Schools

ITB Bid # FY23-091-1
High-dosage Personalized Tutoring Services

Company Name:	BookNook, Inc.

NOT-TO-EXCEED HOURLY PRICING
No additional charges or fees will be paid by the District (for example: no fuel surcharge, travel costs etc are acceptable)

Instructions to Bidder:
1. **Enter pricing information in column D and the number of tutors your firm can provide in columns E & F.**
2. **Enter the Balance-of-Line minimum discount off in cell F19.**
3. **Continue on to Tab 3.**

Item #	Tutor Type	Hourly Rate	# of ELA Tutors Available	# of MATH Tutors Available
1	In-person, Service Provider certified as Tutor			
2	Remote, Service Provider certified as Tutor	$80.00	2500	
3	In-person, Service Provider has a minimum of a Bachelor's Degree in language arts or mathematics			
4	Remote, Service Provider has a minimum of a Bachelor's Degree in language arts or mathematics			
5	In-person, Service Provider has teaching credential in literacy, language arts or mathematics			
6	Remote, Service Provider has teaching credential in literacy, language arts or mathematics			

BALANCE-OF-LINE (For Informational Purposes ONLY) See Section 4, # 4.6 in the ITB for more details

Additional services MAY be purchased under this contract. Only those bidders who receive an award of a minimum of one Bid Item above wil be considered.	Minimum % off
	5%

Procurement & Warehousing Services
Broward County Public Schools

ITB Bid # FY23-091-1
High-dosage Personalized Tutoring Services

Company Name:	Brainfuse

NOT-TO-EXCEED HOURLY PRICING
No additional charges or fees will be paid by the District (for example: no fuel surcharge, travel costs etc are acceptable)

Instructions to Bidder:
1. **Enter pricing information in column D and the number of tutors your firm can provide in columns E & F.**
2. **Enter the Balance-of-Line minimum discount off in cell F19.**
3. **Continue on to Tab 3.**

Item #	Tutor Type	Hourly Rate	# of ELA Tutors Available	# of MATH Tutors Available
1	In-person, Service Provider certified as Tutor			
2	Remote, Service Provider certified as Tutor			
3	In-person, Service Provider has a minimum of a Bachelor's Degree in language arts or mathematics			
4	Remote, Service Provider has a minimum of a Bachelor's Degree in language arts or mathematics			
5	In-person, Service Provider has teaching credential in literacy, language arts or mathematics			
6	Remote, Service Provider has teaching credential in literacy, language arts or mathematics	$33.00	835	865

BALANCE-OF-LINE (For Informational Purposes ONLY) See Section 4, # 4.6 in the ITB for more details

Additional services MAY be purchased under this contract. Only those bidders who receive an award of a minimum of one Bid Item above wil be considered.	Minimum % off
	3%

NOTE: Please see our "BRAINFUSE COST PROPOSAL" section for full pricing details

Procurement & Warehousing Services
Broward County Public Schools

ITB Bid # FY23-091-1
High-dosage Personalized Tutoring Services

Company Name:	APEX PLATFORMS

NOT-TO-EXCEED HOURLY PRICING
No additional charges or fees will be paid by the District (for example: no fuel surcharge, travel costs etc are acceptable)

Instructions to Bidder:
1. **Enter pricing information in column D and the number of tutors your firm can provide in columns E & F.**
2. **Enter the Balance-of-Line minimum discount off in cell F19.**
3. **Continue on to Tab 3.**

Item #	Tutor Type	Hourly Rate	# of ELA Tutors Available	# of MATH Tutors Available
1	In-person, Service Provider certified as Tutor	$85.00	17	17
2	Remote, Service Provider certified as Tutor	$75.00	34	34
3	In-person, Service Provider has a minimum of a Bachelor's Degree in language arts or mathematics	$90.00	14	14
4	Remote, Service Provider has a minimum of a Bachelor's Degree in language arts or mathematics	$80.00	16	16
5	In-person, Service Provider has teaching credential in literacy, language arts or mathematics	$95.00	16	16
6	Remote, Service Provider has teaching credential in literacy, language arts or mathematics	$85.00	16	16

BALANCE-OF-LINE (For Informational Purposes ONLY) See Section 4, # 4.6 in the ITB for more details

Additional services MAY be purchased under this contract. Only those bidders who receive an award of a minimum of one Bid Item above wil be considered.	Minimum % off
	3%

Procurement & Warehousing Services
Broward County Public Schools

ITB Bid # FY23-091-1
High-dosage Personalized Tutoring Services

Company Name:	Enlai International LTD(Trading as Purple Ruler)

NOT-TO-EXCEED HOURLY PRICING
No additional charges or fees will be paid by the District (for example: no fuel surcharge, travel costs etc are acceptable)

Instructions to Bidder:
1. Enter pricing information in column D and the number of tutors your firm can provide in columns E & F.
2. Enter the Balance-of-Line minimum discount off in cell F19.
3. Continue on to Tab 3.

Item #	Tutor Type	Hourly Rate	# of ELA Tutors Available	# of MATH Tutors Available
1	In-person, Service Provider certified as Tutor	N/A	N/A	N/A
2	Remote, Service Provider certified as Tutor	$45	76	82
3	In-person, Service Provider has a minimum of a Bachelor's Degree in language arts or mathematics	N/A	N/A	N/A
4	Remote, Service Provider has a minimum of a Bachelor's Degree in language arts or mathematics	$45	76	82
5	In-person, Service Provider has teaching credential in literacy, language arts or mathematics	$45	N/A	N/A
6	Remote, Service Provider has teaching credential in literacy, language arts or mathematics	$45	51	64

BALANCE-OF-LINE (For Informational Purposes ONLY) See Section 4, # 4.6 in the ITB for more details

Additional services MAY be purchased under this contract. Only those bidders who receive an award of a minimum of one Bid Item above will be considered.	Minimum % off
	12%

TAB 2 Bid Summary Sheet

Procurement & Warehousing Services
Broward County Public Schools

ITB Bid # FY23-091-1
High-dosage Personalized Tutoring Services

Company Name:	Filo Edtech Inc.

NOT-TO-EXCEED HOURLY PRICING
No additional charges or fees will be paid by the District (for example: no fuel surcharge, travel costs etc are acceptable)

Instructions to Bidder:
1. Enter pricing information in column D and the number of tutors your firm can provide in columns E & F.
2. Enter the Balance-of-Line minimum discount off in cell F19.
3. Continue on to Tab 3.

Item #	Tutor Type	Hourly Rate	# of ELA Tutors Available	# of Math Tutors Available
1	In-person, Service Provider certified as Tutor	n/a		
2	Remote, Service Provider certified as Tutor	$45	3000	2400
3	In-person, Service Provider has a minimum of a Bachelor's Degree in language arts or mathema	n/a		
4	Remote, Service Provider has a minimum of a Bachelor's Degree in language arts or mathematic	$50	2000	1200
5	In-person, Service Provider has teaching credential in literacy, language arts or mathematics	n/a		
6	Remote, Service Provider has teaching credential in literacy, language arts or mathematics	$55	200	110

BALANCE-OF-LINE (For Informational Purposes ONLY) See Section 4, # 4.6 in the ITB for more details

Additional services MAY be purchased under this contract. Only those bidders who receive an award of a minimum of one Bid Item above wil be considered.	Minimum % off
	5%%

Procurement & Warehousing Services
Broward County Public Schools

ITB Bid # FY23-091-1
High-dosage Personalized Tutoring Services

Company Name:	Stride Tutoring

NOT-TO-EXCEED HOURLY PRICING
No additional charges or fees will be paid by the District (for example: no fuel surcharge, travel costs etc are acceptable)

Instructions to Bidder:
1. Enter pricing information in column D and the number of tutors your firm can provide in columns E & F.
2. Enter the Balance-of-Line minimum discount off in cell F19.
3. Continue on to Tab 3.

Item #	Tutor Type	Hourly Rate	# of ELA Tutors Available	# of MATH Tutors Available
1	In-person, Service Provider certified as Tutor	NA	NA	NA
2	Remote, Service Provider certified as Tutor	NA	NA	NA
3	In-person, Service Provider has a minimum of a Bachelor's Degree in language arts or mathematics	NA	NA	NA
4	Remote, Service Provider has a minimum of a Bachelor's Degree in language arts or mathematics	NA	NA	NA
5	In-person, Service Provider has teaching credential in literacy, language arts or mathematics	NA	NA	NA
6	Remote, Service Provider has teaching credential in literacy, language arts or mathematics	1:1 Sessions - $65/hr 1:2 Sessions - $80/hr 1:3 Sessions - $90/hr	Stride will background check an initial pool of tutors with ELA and Math qualifications. Sessions will be staffed based on subject demand, with the ability to staff up subject areas as needed.	Stride will background check an initial pool of tutors with ELA and Math qualifications. Sessions will be staffed based on subject demand, with the ability to staff up subject areas as needed.

BALANCE-OF-LINE (For Informational Purposes ONLY) See Section 4, # 4.6 in the ITB for more details

Additional services MAY be purchased under this contract. Only those bidders who receive an award of a minimum of one Bid Item above wil be considered.	Minimum % off
	2-5%

Procurement & Warehousing Services
Broward County Public Schools

ITB Bid # FY23-091-1
High-dosage Personalized Tutoring Services

Company Name:	Learn-It Systems, LLC

NOT-TO-EXCEED HOURLY PRICING
No additional charges or fees will be paid by the District (for example, no fuel surcharge, travel costs etc are acceptable)

Instructions to Bidder:
1. Enter pricing information in column D and the number of tutors your firm can provide in columns E & F.
2. Enter the Balance-of-Line minimum discount off in cell F19.
3. Continue on to Tab 3.

Item #	Tutor Type	Hourly Rate	# of ELA Tutors Available	# of MATH Tutors Available
1	In-person, Service Provider certified as Tutor	$83.85	Learn It employs 1,000+ tutors and hires additional tutors based on program size	Learn It employs 1,000+ tutors and hires additional tutors based on program size
2	Remote, Service Provider certified as Tutor	$83.85	Learn It employs 1,000+ tutors and hires additional tutors based on program size	Learn It employs 1,000+ tutors and hires additional tutors based on program size
3	In-person, Service Provider has a minimum of a Bachelor's Degree in language arts or mathematics	$87.48	Learn It employs 1,000+ tutors and hires additional tutors based on program size	Learn It employs 1,000+ tutors and hires additional tutors based on program size
4	Remote, Service Provider has a minimum of a Bachelor's Degree in language arts or mathematics	$87.48	Learn It employs 1,000+ tutors and hires additional tutors based on program size	Learn It employs 1,000+ tutors and hires additional tutors based on program size
5	In-person, Service Provider has teaching credential in literacy, language arts or mathematics	$95.97	Learn It employs 1,000+ tutors and hires additional tutors based on program size	Learn It employs 1,000+ tutors and hires additional tutors based on program size
6	Remote, Service Provider has teaching credential in literacy, language arts or mathematics	$95.97	Learn It employs 1,000+ tutors and hires additional tutors based on program size	Learn It employs 1,000+ tutors and hires additional tutors based on program size

BALANCE-OF-LINE (For Informational Purposes ONLY) See Section 4, # 4.6 in the ITB for more details

Additional services MAY be purchased under this contract. Only those bidders who receive an award of a minimum of one Bid Item above wil be considered:	Minimum % off
	0%

Procurement & Warehousing Services
Broward County Public Schools

ITB Bid # FY23-091-1
High-dosage Personalized Tutoring Services

Company Name: Paper Education

NOT-TO-EXCEED HOURLY PRICING
No additional charges or fees will be paid by the District (for example: no fuel surcharge, travel costs etc are acceptable)

Instructions to Bidder:
1. **Enter pricing information in column D and the number of tutors your firm can provide in columns E & F.**
2. **Enter the Balance-of-Line minimum discount off in cell F19.**
3. **Continue on to Tab 3.**

Item #	Tutor Type	Hourly Rate	# of ELA Tutors Available	# of MATH Tutors Available
1	In-person, Service Provider certified as Tutor			
2	Remote, Service Provider certified as Tutor	$29.00	892	908
3	In-person, Service Provider has a minimum of a Bachelor's Degree in language arts or mathematics			
4	Remote, Service Provider has a minimum of a Bachelor's Degree in language arts or mathematics			
5	In-person, Service Provider has teaching credential in literacy, language arts or mathematics			
6	Remote, Service Provider has teaching credential in literacy, language arts or mathematics			

BALANCE-OF-LINE (For Informational Purposes ONLY) See Section 4, # 4.6 in the ITB for more details

	Minimum % off
Additional services MAY be purchased under this contract. Only those bidders who receive an award of a minimum of one Bid Item above wil be considered.	TBD* Please see cost attachment for details.

Procurement & Warehousing Services
Broward County Public Schools

ITB Bid # FY23-091-1
High-dosage Personalized Tutoring Services

Company Name:	Planting Seeds for Tomorrow, llc

NOT-TO-EXCEED HOURLY PRICING
No additional charges or fees will be paid by the District (for example: no fuel surcharge, travel costs etc are acceptable)

Instructions to Bidder:
1. Enter pricing information in column D and the number of tutors your firm can provide in columns E & F.
2. Enter the Balance-of-Line minimum discount off in cell F19.
3. Continue on to Tab 3.

Item #	Tutor Type	Hourly Rate	# of ELA Tutors Available	# of MATH Tutors Available
1	In-person, Service Provider certified as Tutor	90 (1-on-1)	25	25
2	Remote, Service Provider certified as Tutor	75 (1-on1)	35	35
3	In-person, Service Provider has a minimum of a Bachelor's Degree in language arts or mathematics	90 (1-0n-1)	25	25
4	Remote, Service Provider has a minimum of a Bachelor's Degree in language arts or mathematics	75 (1-on1)	35	35
5	In-person, Service Provider has teaching credential in literacy, language arts or mathematics	90 (1-on-1)	25	25
6	Remote, Service Provider has teaching credential in literacy, language arts or mathematics	75 (1-on-1)	25	25

BALANCE-OF-LINE (For Informational Purposes ONLY) See Section 4, # 4.6 in the ITB for more details

Additional services MAY be purchased under this contract. Only those bidders who receive an award of a minimum of one Bid Item above wil be considered.	Minimum % off
	5%

Planting Seeds for Tomorrow, llc

Additional Hourly Pricing for Small Group Sessions

Item #	Tutoring	Hourly Group Rate (Group of 2 Students	Hourly Cost (Group of 3 Students)	Hourly Cost (Group of 5 Students)
1	Face to Face	$135	175	210
2	Virtual	$105	145	180

Procurement & Warehousing Services
Broward County Public Schools

ITB Bid # FY23-091-1
High-dosage Personalized Tutoring Services

Company Name: The Reading Room

NOT-TO-EXCEED HOURLY PRICING
No additional charges or fees will be paid by the District (for example: no fuel surcharge, travel costs etc are acceptable)

Instructions to Bidder:
1. Enter pricing information in column D and the number of tutors your firm can provide in columns E & F.
2. Enter the Balance-of-Line minimum discount off in cell F19.
3. Continue on to Tab 3.

Item #	Tutor Type	Hourly Rate	# of ELA Tutors Available	# of MATH Tutors Available
1	In-person, Service Provider certified as Tutor	$85.00	4	2
2	Remote, Service Provider certified as Tutor	$85.00	4	2
3	In-person, Service Provider has a minimum of a Bachelor's Degree in language arts or mathematics	$85.00	3	3
4	Remote, Service Provider has a minimum of a Bachelor's Degree in language arts or mathematics	$85.00	3	3
5	In-person, Service Provider has teaching credential in literacy, language arts or mathematics	$85.00	2	2
6	Remote, Service Provider has teaching credential in literacy, language arts or mathematics	$85.00	2	2

BALANCE-OF-LINE (For Informational Purposes ONLY) See Section 4, # 4.6 in the ITB for more details

Additional services MAY be purchased under this contract. Only those bidders who receive an award of a minimum of one Bid item above wil be considered.	Minimum % off
	10%

ATTACHMENT B continues

Procurement & Warehousing Services
Broward County Public Schools

ITB Bid # FY23-091-1
High-dosage Personalized Tutoring Services

Company Name:	RH2 Education Services dba Huntington Learning Center

NOT-TO-EXCEED HOURLY PRICING
No additional charges or fees will be paid by the District (for example: no fuel surcharge, travel costs etc are acceptable)

Instructions to Bidder:
1. Enter pricing information in column D and the number of tutors your firm can provide in columns E & F.
2. Enter the Balance-of-Line minimum discount off in cell F19.
3. Continue on to Tab 3.

Item #	Description	Hourly Rate	Site Capacity	Total Capacity
1	In-person, Service Provider certified as Tutor	$48.00	50+	50+
2	Remote, Service Provider certified as Tutor	NA	NA	NA
3	In-person, Service Provider has a minimum of a Bachelor's Degree in language arts or mathematics			
4	Remote, Service Provider has a minimum of a Bachelor's Degree in language arts or mathematics			
5	In-person, Service Provider has teaching credential in literacy, language arts or mathematics			
6	Remote, Service Provider has teaching credential in literacy, language arts or mathematics			

BALANCE-OF-LINE (For Informational Purposes ONLY) See Section 4, # 4.6 in the ITB for more details

Additional services MAY be purchased under this contract. Only those bidders who receive an award of a minimum of one Bid Item above will be considered.	Minimum % off
	5%

Procurement & Warehousing Services
Broward County Public Schools

ITB Bid # FY23-091-1
High-dosage Personalized Tutoring Services

Company Name:	SmartStart Education, LLC

NOT-TO-EXCEED HOURLY PRICING
No additional charges or fees will be paid by the District (for example: no fuel surcharge, travel costs etc are acceptable)

Instructions to Bidder:
1. **Enter pricing information in column D and the number of tutors your firm can provide in columns E & F.**
2. **Enter the Balance-of-Line minimum discount off in cell F19.**
3. **Continue on to Tab 3.**

Item #	Tutor Type	Hourly Rate	# of ELA Tutors Available	# of MATH Tutors Available
1	In-person, Service Provider certified as Tutor	$71.21	100+	100+
2	Remote, Service Provider certified as Tutor	N/A	N/A	N/A
3	In-person, Service Provider has a minimum of a Bachelor's Degree in language arts or mathematics	$71.21	100+	100+
4	Remote, Service Provider has a minimum of a Bachelor's Degree in language arts or mathematics	N/A	N/A	N/A
5	In-person, Service Provider has teaching credential in literacy, language arts or mathematics	$99.50	20+	20+
6	Remote, Service Provider has teaching credential in literacy, language arts or mathematics	N/A	N/A	N/A

BALANCE-OF-LINE (For Informational Purposes ONLY) See Section 4, # 4.6 in the ITB for more details

Additional services MAY be purchased under this contract. Only those bidders who receive an award of a minimum of one Bid Item above wil be considered.	Minimum % off
	5%

Procurement & Warehousing Services
Broward County Public Schools

ITB Bid # FY23-091-1
High-dosage Personalized Tutoring Services

Company Name: Top Tier Tutoring LLC

NOT-TO-EXCEED HOURLY PRICING
No additional charges or fees will be paid by the District (for example: no fuel surcharge, travel costs etc are acceptable)

Instructions to Bidder:
1. **Enter pricing information in column D and the number of tutors your firm can provide in columns E & F.**
2. **Enter the Balance-of-Line minimum discount off in cell F19.**
3. **Continue on to Tab 3.**

Item #	Tutor Type	Hourly Rate	# of ELA Tutors Available	# of MATH Tutors Available
1	In-person, Service Provider certified as Tutor	N/A	N/A	N/A
2	Remote, Service Provider certified as Tutor	N/A	N/A	N/A
3	In-person, Service Provider has a minimum of a Bachelor's Degree in language arts or mathematics	$35.00	200	250
4	Remote, Service Provider has a minimum of a Bachelor's Degree in language arts or mathematics	N/A	N/A	N/A
5	In-person, Service Provider has teaching credential in literacy, language arts or mathematics	N/A	N/A	N/A
6	Remote, Service Provider has teaching credential in literacy, language arts or mathematics	N/A	N/A	N/A

BALANCE-OF-LINE (For Informational Purposes ONLY) See Section 4, # 4.6 in the ITB for more details

Additional services MAY be purchased under this contract. Only those bidders who receive an award of a minimum of one Bid Item above wil be considered.	Minimum % off
	0%

Procurement & Warehousing Services
Broward County Public Schools

ITB Bid # FY23-091-1
High-dosage Personalized Tutoring Services

Company Name:	Tutor Partners, LLC

NOT-TO-EXCEED HOURLY PRICING
No additional charges or fees will be paid by the District (for example: no fuel surcharge, travel costs etc. are acceptable)

Instructions to Bidder:
1. Enter pricing information in column D and the number of tutors your firm can provide in columns E & F.
2. Enter the Balance-of-Line minimum discount off in cell F19.
3. Continue on to Tab 3.

Item #	Tutor Type	Hourly Rate	# of ELA Tutors Available	# of MATH Tutors Available
1	In-person, Service Provider certified as Tutor	$50.00	50	50
2	Remote, Service Provider certified as Tutor	$48.00	100	100
3	In-person, Service Provider has a minimum of a Bachelor's Degree in language arts or mathematics	$55.00	50	50
4	Remote, Service Provider has a minimum of a Bachelor's Degree in language arts or mathematics	$50.00	100	100
5	In-person, Service Provider has teaching credential in literacy, language arts or mathematics	$60.00	50	50
6	Remote, Service Provider has teaching credential in literacy, language arts or mathematics	$58.00	100	100

BALANCE-OF-LINE (For Informational Purposes ONLY) See Section 4, # 4.6 in the ITB for more details

Additional services MAY be purchased under this contract. Only those bidders who receive an award of a minimum of one Bid Item above wil be considered.	Minimum % off
	5%

Procurement & Warehousing Services
Broward County Public Schools

ITB Bid # FY23-091-1
High-dosage Personalized Tutoring Services

Company Name: Tutorfly Holdings Inc.

NOT-TO-EXCEED HOURLY PRICING
No additional charges or fees will be paid by the District (for example: no fuel surcharge, travel costs etc are acceptable)

Instructions to Bidder:
1. Enter pricing information in column D and the number of tutors your firm can provide in columns E & F.
2. Enter the Balance-of-Line minimum discount off in cell F19.
3. Continue on to Tab 3.

Item #	Tutor Type	Hourly Rate	# of ELA Tutors Available	# of MATH Tutors Available
1	In-person, Service Provider certified as Tutor	$55.00	125	90
2	Remote, Service Provider certified as Tutor	$50.00	220	175
3	In-person, Service Provider has a minimum of a Bachelor's Degree in language arts or mathematics	$60.00	100	75
4	Remote, Service Provider has a minimum of a Bachelor's Degree in language arts or mathematics	$55.00	170	140
5	In-person, Service Provider has teaching credential in literacy, language arts or mathematics	$65.00	40	30
6	Remote, Service Provider has teaching credential in literacy, language arts or mathematics	$60.00	65	50

BALANCE-OF-LINE (For Informational Purposes ONLY) See Section 4, # 4.6 in the ITB for more details

Additional services MAY be purchased under this contract. Only those bidders who receive an award of a minimum of one Bid Item above wil be considered.	Minimum % off
	4%

Procurement & Warehousing Services
Broward County Public Schools

ITB Bid # FY23-091-1
High-dosage Personalized Tutoring Services

District Assigned Pricing Sheet

Company Name:	Varsity Tutors for Schools LLC

NOT-TO-EXCEED HOURLY PRICING
No additional charges or fees will be paid by the District (for example: no fuel surcharge, travel costs etc are acceptable)

Instructions to Bidder:
1. **Enter pricing information in column D and the number of tutors your firm can provide in columns E & F.**
2. **Enter the Balance-of-Line minimum discount off in cell F19.**
3. **Continue on to Tab 3.**

Item #	Tutor Type	Hourly Rate	# of ELA Tutors Available	# of MATH Tutors Available
1	In-person, Service Provider certified as Tutor	N/A	N/A	N/A
2	Remote, Service Provider certified as Tutor	$40.00	12000	12000
3	In-person, Service Provider has a minimum of a Bachelor's Degree in language arts or mathematics	N/A	N/A	N/A
4	Remote, Service Provider has a minimum of a Bachelor's Degree in language arts or mathematics	$40.00	6122	6211
5	In-person, Service Provider has teaching credential in literacy, language arts or mathematics	N/A	N/A	N/A
6	Remote, Service Provider has teaching credential in literacy, language arts or mathematics	$40.00	494	436
7	Varsity Tutors for Schools' Platform Access for all 251,000 students in SBBC	$0.00		

BALANCE-OF-LINE (For Informational Purposes ONLY) See Section 4, # 4.6 in the ITB for more details

Additional services MAY be purchased under this contract. Only those bidders who receive an award of a minimum of one Bid Item above wil be considered.	Minimum % off
	0%

We have entered 0% as our Minimum % off because we are instead offering our Platform Access at no additional cost to the District (a retail value of approximately $7,530,000 per year).

Procurement & Warehousing Services
Broward County Public Schools

ITB Bid # FY23-091-1
High-dosage Personalized Tutoring Services

Teacher Assigned Pricing Sheet - Standard

Company Name:	Varsity Tutors for Schools

NOT-TO-EXCEED HOURLY PRICING
No additional charges or fees will be paid by the District (for example: no fuel surcharge, travel costs etc are acceptable)

Instructions to Bidder:
1. Enter pricing information in column D and the number of tutors your firm can provide in columns E & F.
2. Enter the Balance-of-Line minimum discount off in cell F19.
3. Continue on to Tab 3.

Item #	Tutor Type	Per Student Per Year	# of ELA Tutors Available	# of MATH Tutors Available
1	In-person, Service Provider certified as Tutor	N/A	N/A	N/A
2	Remote, Service Provider certified as Tutor	$40.00	12000	12000
3	In-person, Service Provider has a minimum of a Bachelor's Degree in language arts or mathematics	N/A	N/A	N/A
4	Remote, Service Provider has a minimum of a Bachelor's Degree in language arts or mathematics	$40.00	6122	6211
5	In-person, Service Provider has teaching credential in literacy, language arts or mathematics	N/A	N/A	N/A
6	Remote, Service Provider has teaching credential in literacy, language arts or mathematics	$40.00	494	436
7	Varsity Tutors for Schools' Platform Access for all 251,000 students in SBBC	$0.00		

BALANCE-OF-LINE (For Informational Purposes ONLY) See Section 4, # 4.6 in the ITB for more details

Additional services MAY be purchased under this contract. Only those bidders who receive an award of a minimum of one Bid Item above wil be considered.	**Minimum % off**
	0%

We have entered 0% as our Minimum % off because we are instead offering our Platform Access at no additional cost to the District (a retail value of approximately $7,530,000 per year).

Procurement & Warehousing Services
Broward County Public Schools

ITB Bid # FY23-091-1
High-dosage Personalized Tutoring Services

Teacher Assigned Pricing Sheet - High Frequency

Company Name:	Varsity Tutors for Schools LLC

NOT-TO-EXCEED HOURLY PRICING
No additional charges or fees will be paid by the District (for example: no fuel surcharge, travel costs etc are acceptable)

Instructions to Bidder:
1. **Enter pricing information in column D and the number of tutors your firm can provide in columns E & F.**
2. **Enter the Balance-of-Line minimum discount off in cell F19.**
3. **Continue on to Tab 3.**

Item #	Tutor Type	Per Student Per Year	# of ELA Tutors Available	# of MATH Tutors Available
1	In-person, Service Provider certified as Tutor	N/A	N/A	N/A
2	Remote, Service Provider certified as Tutor	$75.00	12000	12000
3	In-person, Service Provider has a minimum of a Bachelor's Degree in language arts or mathematics	N/A	N/A	N/A
4	Remote, Service Provider has a minimum of a Bachelor's Degree in language arts or mathematics	$75.00	6122	6211
5	In-person, Service Provider has teaching credential in literacy, language arts or mathematics	N/A	N/A	N/A
6	Remote, Service Provider has teaching credential in literacy, language arts or mathematics	$75.00	494	436
7	Varsity Tutors for Schools' Platform Access for all 251,000 students in SBBC	$0.00		

BALANCE-OF-LINE (For Informational Purposes ONLY) See Section 4, # 4.6 in the ITB for more details

Additional services MAY be purchased under this contract. Only those bidders who receive an award of a minimum of one Bid Item above wil be considered.	Minimum % off
	0%

We have entered 0% as our Minimum % off because we are instead offering our Platform Access at no additional cost to the District (a retail value of approximately $7,530,000 per year).

Procurement & Warehousing Services
Broward County Public Schools

ITB Bid # FY23-091-1
High-dosage Personalized Tutoring Services

Parent Assigned Pricing Sheet

Company Name:	Varsity Tutors for Schools LLC

NOT-TO-EXCEED HOURLY PRICING

No additional charges or fees will be paid by the District (for example: no fuel surcharge, travel costs etc are acceptable)

Instructions to Bidder:

1. Enter pricing information in column D and the number of tutors your firm can provide in columns E & F.
2. Enter the Balance-of-Line minimum discount off in cell F19.
3. Continue on to Tab 3.

Item #	Tutor Type	Per Student Per Month Cost	# of ELA Tutors Available	# of MATH Tutors Available
1	In-person, Service Provider certified as Tutor	N/A	N/A	N/A
2	Remote, 1 session per week for each student enrolled, certified as Tutor	$99.00	12000	12000
3	In-person, Service Provider has a minimum of a Bachelor's Degree in language arts or mathematics	N/A	N/A	N/A
4	Remote, 2 sessions per week for each student enrolled, minimum of a Bachelor's degree in ELA or Mathematic	$178.00	6122	6211
5	In-person, Service Provider has teaching credential in literacy, language arts or mathematics	N/A	N/A	N/A
6	Remote, 3 sessions per week for each student enrolled, teaching certification in Literacy, ELA, or Mathematics	$250.00	494	436
7	Varsity Tutors for Schools' Platform Access for all 251,000 students in SBBC	$0.00		

BALANCE-OF-LINE (For Informational Purposes ONLY) See Section 4, # 4.6 in the ITB for more details

Additional services MAY be purchased under this contract. Only those bidders who receive an award of a minimum of one Bid Item above wil be considered.	Minimum % off
	0%

We have entered 0% as our Minimum % off because we are instead offering our Platform Access at no additional cost to the District (a retail value of approximately $7,530,000 per year).

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

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Maura McCarthy Bulman
Adam Cervera, Esq.
Debra Hixon
Nora Rupert
Rebecca Thompson
Dr. Allen Zeman

Dr. Howard Hepburn
Superintendent of Schools

DATE 10/7/2026

Brainfuse, LLC.
Attn: Troy Weiman
271 Madison Ave, 3rd Floor
New York, NY 10016

Email: tweiman@brainfuse.com
Phone: 866-272-4638

Subject:	Letter of **Renewal** of the Contract
ITB #:	ITB FY23-091-1
ITB Title:	High Dosage Personalized Tutoring Services

Dear Mr. Weiman:

The above-referenced contract expires on 12/31/2026. In accordance with Special Condition 4.4 – Contract Renewal Section of the ITB, this contract may, by mutual agreement and upon School Board approval, be renewed for an additional year from 1/1/2027 through 12/31/2027. 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 no later than 10/12/2026. 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,

Belinda Defoor

Belinda Defoor, BSME, CPP
Purchasing Agent III

VENDOR RESPONSE

Signature/Date - Authorized Representative

Troy Weiman, Director of Accounts
Printed Name - Authorized Representative

Cc: Alex Macri, Professional Development Specialist, Instructional Innovation & DGTL Learning

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

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Debra Hixon
Nora Rupert
Rebecca Thompson
Dr. Allen Zeman

Dr. Howard Hepburn
Superintendent of Schools

DATE 10/7/2026

Braintrust Tutors, Inc.
Attn: Mara Koffman, CEO
Jen Mendelsohn, CBO
9350 S. Dixie Highway, Suite 220
Miami, FL 33156

Email: mara@braintrusttutors.com
Email: jen@braintrusttutors.com
Phone: 646-397-3696 or 917-207-7673

Subject:	Letter of **Renewal** of the Contract
ITB #:	ITB FY23-091
ITB Title:	High Dosage Personalized Tutoring Services

Dear Ms. Koffman and Ms. Mendelsohn:

The above-referenced contract expires on 12/31/2026. In accordance with Special Condition 4.4 – Contract Renewal Section of the ITB, this contract may, by mutual agreement and upon School Board approval, be renewed for an additional year from 1/1/2027 through 12/31/2027. This letter does not constitute the actual renewal or contract offer.

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Sincerely,

Belinda Defoor

Belinda Defoor, BSME, CPP
Purchasing Agent III

VENDOR RESPONSE

Signature/Date - Authorized Representative

Albert Nahmad, CFO
Printed Name - Authorized Representative

Cc: Alex Macri, Professional Development Specialist, Instructional Innovation & DGTL Learning

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

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Debra Hixon
Nora Rupert
Rebecca Thompson
Dr. Allen Zeman

Dr. Howard Hepburn
Superintendent of Schools

DATE 10/7/2026

Carnegie Learning, Inc.
Attn: Corey Applebaum
501 Grant Street, Suite 1075
Pittsburgh, PA 15219

Email: cappelbaum@carnegielearning.com
Phone: 954-729-3531

Subject:	Letter of **Renewal** of the Contract
ITB #:	ITB FY23-091
ITB Title:	High Dosage Personalized Tutoring Services

Dear Mr. Applebaum:

The above-referenced contract expires on 12/31/2026. In accordance with Special Condition 4.4 – Contract Renewal Section of the ITB, this contract may, by mutual agreement and upon School Board approval, be renewed for an additional year from 1/1/2027 through 12/31/2027. This letter does not constitute the actual renewal or contract offer.

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☒ 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 10/12/2026. 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,

Belinda Defoor

Belinda Defoor, BSME, CPP
Purchasing Agent III

VENDOR RESPONSE

Julie Katruska
Signature/Date - Authorized Representative

Julie Katruska
Printed Name - Authorized Representative

Cc: Alex Macri, Professional Development Specialist, Instructional Innovation & DGTL Learning

Docusign Envelope ID: 69924963-DBDB-82E3-839A-B30511B3E58F

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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

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Debra Hixon
Nora Rupert
Rebecca Thompson
Dr. Allen Zeman

Dr. Howard Hepburn
Superintendent of Schools

DATE 10/7/2026

K12 Tutoring, Inc.
Attn: Mike Maas
11720 Plaza America Dr., 9th Floor
Reston, VA 20109

Email: mmaas@k12.com
Phone: 757-515-6993

Subject:	Letter of **Renewal** of the Contract
ITB #:	ITB FY23-091-1
ITB Title:	High Dosage Personalized Tutoring Services

Dear Mr. Maas:

The above-referenced contract expires on 12/31/2026. In accordance with Special Condition 4.4 – Contract Renewal Section of the ITB, this contract may, by mutual agreement and upon School Board approval, be renewed for an additional year from 1/1/2027 through 12/31/2027. 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 no later than 10/12/2026. 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,

Belinda Defoor

Belinda Defoor, BSME, CPP
Purchasing Agent III

VENDOR RESPONSE

DocuSigned by:
Patrick Neeman 10/8/2026
Signature/Date - Authorized Representative

Patrick Neeman, SVP, Finance
Printed Name - Authorized Representative

Cc: Alex Macri, Professional Development Specialist, Instructional Innovation & DGTL Learning

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John Wesley White
Director, Procurement & Logistic Operations
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Sunrise, Florida 33351
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john.white2@browardschools.com
https://www.browardschools.com/procurement

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Nora Rupert
Rebecca Thompson
Dr. Allen Zeman

Dr. Howard Hepburn
Superintendent of Schools

DATE 10/7/2026

Learn-It Systems, LLC
Attn: Don Scheeler
8225 Smith Ave., Suite 100/1A
Baltimore, MD 21209

Email: don.scheeler@learnbehavioral.com
Phone: 410-369-0000

Subject:	Letter of **Renewal** of the Contract
ITB #:	ITB FY23-091-1
ITB Title:	High Dosage Personalized Tutoring Services

Dear Mr. Scheeler:

The above-referenced contract expires on 12/31/2026. In accordance with Special Condition 4.4 – Contract Renewal Section of the ITB, this contract may, by mutual agreement and upon School Board approval, be renewed for an additional year from 1/1/2027 through 12/31/2027. This letter does not constitute the actual renewal or contract offer.

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☑ 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 10/12/2026. 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,

Belinda Defoor

Belinda Defoor, BSME, CPP
Purchasing Agent III

VENDOR RESPONSE

10/8/2026
Signature/Date - Authorized Representative

Donald C. Scheeler
Printed Name - Authorized Representative

Cc: Alex Macri, Professional Development Specialist, Instructional Innovation & DGTL Learning

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

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Rebecca Thompson
Dr. Allen Zeman

Dr. Howard Hepburn
Superintendent of Schools

DATE 10/7/2026

Planting Seeds for Tomorrow, LLC.
Attn: Chantale Gaston
500 S. Austrailian Ave, Ste 600
West Palm Beach, FL 33401

Email: cgaston@pstlearning.com
Phone: 954-681-8981

Subject:	Letter of **Renewal** of the Contract
ITB #:	ITB FY23-091-1
ITB Title:	High Dosage Personalized Tutoring Services

Dear Ms. Gaston:

The above-referenced contract expires on 12/31/2026. In accordance with Special Condition 4.4 – Contract Renewal Section of the ITB, this contract may, by mutual agreement and upon School Board approval, be renewed for an additional year from 1/1/2027 through 12/31/2027. This letter does not constitute the actual renewal or contract offer.

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Sincerely,

Belinda Defoor

Belinda Defoor, BSME, CPP
Purchasing Agent III

VENDOR RESPONSE

10/7/26
Signature/Date - Authorized Representative

Chantale Gaston
Printed Name - Authorized Representative

Cc: Alex Macri, Professional Development Specialist, Instructional Innovation & DGTL Learning

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

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Rebecca Thompson
Dr. Allen Zeman

Dr. Howard Hepburn
Superintendent of Schools

DATE 10/7/2026

SmartStart Education, LLC
Attn: Isaak Aronson
59 Elm Street, Suite 225
New Haven, CT 06510

Email: laronson@smartstarteducation.com
Phone: 886-262-1059 x 305

Subject:	Letter of **Renewal** of the Contract
ITB #:	ITB FY23-091-1
ITB Title:	High Dosage Personalized Tutoring Services

Dear Mr. Aronson:

The above-referenced contract expires on 12/31/2026. In accordance with Special Condition 4.4 – Contract Renewal Section of the ITB, this contract may, by mutual agreement and upon School Board approval, be renewed for an additional year from 1/1/2027 through 12/31/2027. This letter does not constitute the actual renewal or contract offer.

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Sincerely,

Belinda Defoor

Belinda Defoor, BSME, CPP
Purchasing Agent III

VENDOR RESPONSE

10/07/2026
Signature/Date - Authorized Representative

Isaak Aronson
Printed Name - Authorized Representative

Cc: Alex Macri, Professional Development Specialist, Instructional Innovation & DGTL Learning

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

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Rebecca Thompson
Dr. Allen Zeman

Dr. Howard Hepburn
Superintendent of Schools

DATE 10/12/2026

Study Smart Tutors
Attn: Jack Freidman
30721 Russel Ranch Road
Westlake Villiage, CA 91362

Email: jackf@studysmarttutors.com
Phone: 818-457-1728

Subject:	Letter of **Renewal** of the Contract
ITB #:	ITB FY23-091
ITB Title:	High Dosage Personalized Tutoring Services

Dear Mr. Freidman:

The above-referenced contract expires on 12/31/2026. In accordance with Special Condition 4.4 – Contract Renewal Section of the ITB, this contract may, by mutual agreement and upon School Board approval, be renewed for an additional year from 1/1/2027 through 12/31/2027. This letter does not constitute the actual renewal or contract offer.

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☐ 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 10/13/2026. 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,

Belinda Defoor

Belinda Defoor, BSME, CPP
Purchasing Agent III

VENDOR RESPONSE

Jack C Friedman
Signature/Date - Authorized Representative

Jack Friedman
Printed Name - Authorized Representative

Cc: Alex Macri, Professional Development Specialist, Instructional Innovation & DGTL Learning

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County Public Schools

John Wesley White
Director, Procurement & Logistic Operations
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https://www.browardschools.com/procurement

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Debra Hixon
Nora Rupert
Rebecca Thompson
Dr. Allen Zeman

Dr. Howard Hepburn
Superintendent of Schools

DATE 10/7/2026

The Reading Room, LLC.
Attn: Cynthia Januszka
10403 NW 5th Manor
Plantation, FL 33324

Email: cynthia@readingroomtutor.com
Phone: 954-551-5527

Subject:	Letter of **Renewal** of the Contract
ITB #:	ITB FY23-091-1
ITB Title:	High Dosage Personalized Tutoring Services

Dear Ms. Januszka:

The above-referenced contract expires on 12/31/2026. In accordance with Special Condition 4.4 – Contract Renewal Section of the ITB, this contract may, by mutual agreement and upon School Board approval, be renewed for an additional year from 1/1/2027 through 12/31/2027. This letter does not constitute the actual renewal or contract offer.

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☐ No, I do not wish to renew the current contract award.

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Sincerely,

Belinda Defoor

Belinda Defoor, BSME, CPP
Purchasing Agent III

VENDOR RESPONSE

Cynthia Januszka
Signature/Date - Authorized Representative

Cynthia Januszka
Printed Name - Authorized Representative

Cc: Alex Macri, Professional Development Specialist, Instructional Innovation & DGTL Learning

John Wesley White
Director, Procurement & Logistic Operations
7720 W. Oakland Park Boulevard
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phone: 754-321-0505 • fax: 754-321-0936.
john.white2@browardschools.com
https://www.browardschools.com/procurement

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Rebecca Thompson
Dr. Allen Zeman

Dr. Howard Hepburn
Superintendent of Schools

DATE 10/13/2026

Tutor ME LA d/b/a Tutor Me Education
Attn: Dr. Daniel Makabeth
1093 Broxton Avenue #240
Los Angeles, CA 99024

Email: daniel@tutormeeducation.com
Phone: 415-367-3853

Subject:	Letter of **Renewal** of the Contract
ITB #:	ITB FY23-091
ITB Title:	High Dosage Personalized Tutoring Services

Dear Mr. Makabeth:

The above-referenced contract expires on 12/31/2026. In accordance with Special Condition 4.4 – Contract Renewal Section of the ITB, this contract may, by mutual agreement and upon School Board approval, be renewed for an additional year from 1/1/2027 through 12/31/2027. This letter does not constitute the actual renewal or contract offer.

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☑ 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 10/15/2026. 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,

Belinda Defoor

Belinda Defoor, BSME, CPP
Purchasing Agent III

VENDOR RESPONSE

Signature/Date - Authorized Representative

Dr. Daniel Makabeth
Printed Name - Authorized Representative

Cc: Alex Macri, Professional Development Specialist, Instructional Innovation & DGTL Learning

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

December 2, 2025

Signatures on file

TO: School Board Members

FROM: Wanda F. Paul
Chief Operations Officer

VIA: Dr. Howard Hepburn
Superintendent of Schools

SUBJECT: **BID RENEWALS FOR THE MONTH OF DECEMBER 2025 *(REVISED)***

Pursuant to the Purchasing Policy 3800, Section II, Delegation of Authority, Renewals on Existing Bids, "on a contract that was approved by The School Board with renewal options, the Superintendent and his/her designee, the Director of Procurement & Logistic Operations, may renew the bid with the original budgeted yearly contract spend without School Board's approval if the contract is administratively determined to be of an economic advantage to the school district."

The School Board originally approved the following bids with renewal options, and these bids remain within the original approved spending without the need for additional spending authority at the time of the renewal:

If you have any questions or require additional information, please contact John Wesley White, Director, Procurement & Logistic Operations, 754-321-0501.

HDH/WFP/JDA/JWW:bm
Attachment

c: Senior Leadership Team

REVISED

· *ESMWBE CERTIFIED*

BID ID NUMBER	BID TITLE	ORIGINAL AGENDA ITEM & BOARD MEETING DATE	RENEWAL START DATE	RENEWAL END DATE	AWARDED VENDORS
FY23-091 **FY23-091-1**	High-Dosage Personalized Tutoring Services	OO-18 12/13/2022 OO-24 3/12/2024	12/13/2025	~~12/12/2026~~ **12/31/2026**	1. BookNook, Inc. 2. Brainfuse, LLC 3. Braintrust Tutors Inc. 4. Carnegie Learning, Inc. 5. Cignition Inc. 6. Educate 2 Elevate Inc. 7. Enlai International LTD d/b/a Purple Ruler 8. Fuel Education LLC d/b/a Stride Tutoring 9. ICP Teams USA d/b/a Educational Management 10. iTutor.com, Inc. d/b/a Fullmind 11. Learn-It Systems, LLC 12. Planting Seeds for Tomorrow, LLC - S/M/WBE* 13. Planting Seeds Tutoring & Test Prep 14. The Reading Room, LLC - S/M/WBE* 15. Revolution Prep 16. RH2 Education Solution, LLC 17. SmartStart Education, LLC 18. Study Smart Tutors 19. Teachers on Demand 19. The Reading Room 20. Top Tier Tutoring, LLC 21. TPR Education (The Princeton Review) 22. Tutor ME LA d/b/a Tutor Me Education 23. Tutor Partners, LLC 24. Tutored by Teachers, Inc. 25. University Instructors 26. Varsity Tutors for Schools, LLC
FY23-126	Locksmith Services	OO-19 9/13/2022	1/28/2026	1/27/2027	1. Miami Downtown Locksmith, Inc. 2. Unlockingsmith Lock and Key d/b/a Broward Car Key - ESBME-HA*
FY23-159	Refuse Compactors	OO-7 11/22/2022	1/1/2026	12/31/2026	1. Refuse Equipment Services Corp.

******ESMWBE CERTIFIED*

FY22-215	Repair and Retubing of Boilers	OO-8 1/11/2022	2/1/2026	1/31/2027	1. Blackies Welding & Boiler Services, Inc.
FY23-210	Frozen Desserts for Cafeterias	OO-1 1/18/2023	2/1/2026	1/31/2027	1. Food Fantasies, Inc., d/b/a Frozen Treats
ITB24-238	Touchscreen Computer, Cash Drawers, Keypads, and Scanner for Cafeteria MCSHeartland	OO-17 12/12/2023	1/1/2026	12/31/2026	1. Broadway Typewriter Company Inc. d/b/a Avery Jones Educational Solutions 2. TekVisions, Inc.
FY23-244	Art Equipment	OO-21 12/13/2022	1/1/2026	12/31/2026	1. School Specialty LLC

Status: ORIGINAL

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

2026-11-10	Regular School Board Meeting
CATEGORY:	O. Operations
DEPARTMENT:	Procurement & Logistics Operations

Agenda Item Number:	O-8.
Consent Item:	Consent
Special Order:	NO
Time for Special Order:	

TITLE:

ITB-FY23-159 – Refuse Compactors - Second Term Extension and Additional Funding Request

REQUESTED ACTION:

Approve the Second Term Extension of Invitation to Bid (ITB) FY23-159 – Refuse Compactor, awarded to the following two Vendors: (1) Refuse Equipment Services Corp and (2) Baler & Compactor Hydraulic Services, LLC d/b/a BC Hydraulics; and approve Budget Authority in the amount of $200,000 for the term of the award of the extended term. 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
- Evaluations-2

FINANCIAL IMPACT:

$200,000. The ITB will be funded through the Sustainability and Compliance budget, subject to the School Board's annual budget approval and availability of funds.

STRATEGIC PLAN ALIGNMENT:

Student Focus Outcomes

OR • **Business Operations**

BOARD ACTION:

(For Official School Board Records Only)

SOURCE OF ADDITIONAL INFORMATION

Name:	Omar R. Shim	Phone:	754-321-1990
Name:	Mark D. Dorsett	Phone:	754-321-2659

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Senior Leader & Title

Omar Shim, Chief Financial Officer - Task Assigned

Signature

Omar Shim, Chief Financial Officer - Task Assigned Oct 27,

Electronic Signature

Form $4189 Revised 9/26

HH/JJS

Approved in Open Board Meeting On: November 10, 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

ITB-FY23-159 – Refuse Compactors –
Second Term Extension and Additional Funding Request

Board Meeting Date: November 10, 2026

Requested Action: Approve the Second Term Extension of Invitation to Bid (ITB) FY23-159 – Refuse Compactor, awarded to the following two (2) Vendors: (1) Refuse Equipment Services Corp and (2) Baler & Compactor Hydraulic Services, LLC d/b/a BC Hydraulics; and approve Budget Authority in the amount of $200,000 for the term of the award of the extended term.

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 School Board of Broward County, Florida (SBBC) will continue to provide repair services, preventative maintenance, as well as supplying and installing new compactors (conventional and solar power) District-wide on an as-needed basis, reducing waste removal cost.
If the School Board votes "No"	• SBBC will lose the ability to provide continued repair services, preventative maintenance, as well as supplying and installing new compactors (conventional and solar power) District-wide, resulting in the cost incurred for waste removal to increase.
Alignment to the 2027 Strategic Goals and Guardrails	• Business Operations
Measurable Outcome(s)/Return on Investment	• By using refuse compactors, SBBC can increase waste density, which allows for increased waste storage capability. • This practice reduces the costly expense of waste removal by reducing the service frequencies at the District locations. • In addition, the use of refuse compactors will decrease open-air odors, protect against pests and insect infestation, discourage illegal dumping, and reduce truck traffic on school campuses.

Background/History

This ITB is utilized by the Sustainability & Compliance and Physical Plant Operations Departments to provide repair services, preventative maintenance, as well as supplying and installing new compactors (conventional and solar power) District-wide on an as-needed basis, reducing waste removal cost. The School Board of Broward County, Florida (SBBC) currently deploys thirty-two (32) refuse compactor units throughout the District. The use of these refuse compaction units and new installations is targeted for the District locations with the highest refuse expenditure to reduce waste removal cost.

On August 18, 2022, SBBC issued an Invitation to Bid identified as (ITB) FY23-159 – Refuse Compactors. SBBC approved the award of (ITB) FY23-159 to (1) Refuse Equipment Services Corp and (2) Baler & Compactor Hydraulic Services, LLC d/b/a BC Hydraulics at the November 22, 2022, Regular School Board Meeting, as item (00-14), with a contract term of three (3) years commencing on January 1, 2023, through December 31, 2025, with $638,000 in budget authority. The ITB also included an option for two (2) additional one (1) year extended periods, and, if needed, 180 days beyond expiration of the renewal period.

On July 23, 2024, the School Board approved the request for additional spending authority to 1) Baler & Compactor Hydraulic Services, LLC d/b/a BC Hydraulics and 2) Refuse Equipment Services Corp. in the amount of $560,000, at the July 23, 2024, Regular School Board Meeting, as item (00-18).

Through a December 1, 2025, Memorandum from the Chief Operations Officer, through the Superintendent, and to the School Board members, the Superintendent approved the first extension of the contract term for ITB-FY23-113 for one (1) additional year to commence on January 1, 2026, through December 31, 2026, with the vendor, Refuse Equipment Services Corp.

The present request before the School Board is for the extension of the contract term for ITB-FY23-113 for the second and final one (1) year extension period to commence in January 2027, through December 31, 2027, with the vendor, Refuse Equipment Services Corp. Presently, however, (ITB) FY23-159 – Refuse Compactors, does not have sufficient available funding to adequately continue to cover the projected incurred costs for services related to this ITB.

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 Term: January 1, 2023, through December 31, 2025, with two additional one-year renewal periods and, if needed, 180 days (6 months) beyond the expiration date of the renewal period;

	First Renewal Term: January 1, 2026, through December 31, 2026; Proposed Second Renewal Term: January 1, 2027, through December 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**: No **Acquisition Method**: Pursuant to SBBC Purchasing Policy 3800, in accordance with Rule 6A-1.012(7), Florida Administrative Code, F.A.C., 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-FY23-159_RefuseCompactors.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 financial impact to the District in the amount of $200,000.00.
2. This ITB will be funded through the Sustainability and Compliance budget.
3. All expenditures are subject to existing annual budget controls and available appropriations each fiscal year.

New / Current Requested Agreement Authority

Agreement Authority Terms	Length of Agreement Terms	Total Agreement Amount
1/1/2027 – 12/31/2027	12 months	$200,000

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	7 months	Capital and General Fund Budgets	$108,000	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	Capital And General Fund Budgets Pending Approval	$92,000

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	Yes. Refuse compactors support District schools and facilities by increasing waste storage capacity, reducing collection frequency and waste removal costs, lessening open-air odors, helping protect against pests and insect infestation, discouraging illegal dumping, and reducing waste-hauler truck traffic on school campuses.
School Selection /Prioritization	New or replacement compactors are prioritized for District locations with the highest refuse expenditures and demonstrated operational need.
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
Exhibit C: Evaluations-2

PROCUREMENT & LOGISTIC OPERATIONS

BROWARD COUNTRY PUBIC SCHOOLS

FINANCIAL ANALYSIS WORKSHEET

BID INFORMATION			
New Bid # (Ex: 10-004R):		**Preparation Date:**	September 2, 2026
Previous Bid # (Ex: 10-004R):	FY23-159	**Buyer/PA:**	EDGAR LUGO
New Bid Award Total:		**Bid Title:**	Refuse Compactors
Previous Award Total:	$1,198,000		
Bid Type:	RENEWAL OF BID		
Previous Bid Term (Start Date):	1/1/2023	**New Bid Term (In Months):**	
Previous Bid Term (End Date):	12/31/2026	**# of Months Into Bid:**	44

SPEND REPORTING	
Purchase Order(s) Spend:	$974,951
P Card Purchases:	$0
Total Invoiced-to-Date Amount (PO + Pcard Purchases):	**$974,951**
Average Monthly Expenditure:	$22,158
Unused Authorized Spending:	**$223,049**
Est. Forecasted Spend (For Entire Bid Term):	

VENDOR INFORMATION

Awarded Vendors:	Certification Type:	Ethnicity / Gender:	Spend:
141578-REFUSE EQUIPMENT SERVICES CORP	N/A		$ 974,951
	PO VENDOR SPEND:		**$ 974,951**
	P-CARD SPEND:		**$ -**
	TOTAL SPEND:		**$ 974,951**

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 Business Enterprise
WBE - Women Business Enterprise

Default Funding Source*		Department/School & Sign-off Information*	
Cost Center	1340096090	**Name** (First & Last)	Alison D. Witoshynsky
Fund	1000	**Title**	Director
Functional Area	7903721740000000	**Department/School Name**	Sustainability and Compliance.
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:**	**9/13/2026**

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

August 22, 2026

Refuse Equipment Services Corp.
Attn: Brian Moreno
2394 NW 147th St
Opa-locka, FL 33054

Email: brian@refuseequipmentservicescorp.com

Subject: Letter of **Renewal** of the Contract
ITB #: FY23-159
ITB Title: Refuse Compactors

Dear Mr. Moreno,

The above-referenced contract expires on 12/31/2026. 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 1/1/2027 through 12/31/2028. 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 8/27/2026. 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,

Cenira Infante

Manager, Procurement Compliance

VENDOR RESPONSE

Signature/Date - Authorized Representative

Jorge B Moreno

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 #: FY23-159	**Bid Title:** Refuse Compactors
Purchase Order #:	**Product/Service Provided:**
Supplier (Company) Name: Refuse Equipment Services Corp.	
Contact Name: Becky Ingram	**Contact Phone #:** (754) 321 - 4219

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: Becky Ingram	**Title:** Project Coordinator	**Contact Phone #:** (754) 321 - 4219
School/Department: Energy and Sustainablitlity		
Participant's Signature: Becky Ingram		**Date:** 09/02/2026

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:
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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 #: FY23-159	**Bid Title:** Refuse Compactors
Purchase Order #:	**Product/Service Provided:**
Supplier (Company) Name: Refuse Equipment Services Corp.	
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:** Coordinator	**Contact Phone #:** (754) 321 - 4221
School/Department: Energy & Sustainability/Sustainability & Compliance		
Participant's Signature: Gianet Puma		**Date:** 09/02/2026

Status: ORIGINAL

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

2026-11-10	Regular School Board Meeting
CATEGORY:	O. Operations
DEPARTMENT:	Procurement & Logistics Operations

Agenda Item Number:	O-9.
Consent Item:	Consent
Special Order:	NO
Time for Special Order:	

TITLE:

Purchase Orders for School & Department Furniture through Capital

REQUESTED ACTION:

Authorize the Superintendent of Schools to issue Purchase Orders to the following 14 Vendors: 1) Virco Inc.; 2) School Specialty Inc.; 3) Classroom Outfitters, LLC; 4) Empire Office, Inc.; 5) Apricot Office Interiors, Inc.; 6) Schoolhouse Products Inc.; 7) General Hotel and Restaurant Supply; 8) Worthington Direct; 9) Global Industrial; 10) Pitsco; 11) Uline; 12) Sweetwater Music and Pro Audio; 13) Today's Classroom LLC; 14) Libero Consulting Group Inc., for the procurement of furniture, equipment, delivery, installation, and related services necessary to support Career and Technical Education (CTE) classroom, lab, and specialized instructional space improvements at identified schools throughout the District, utilizing previously approved FY27 Capital funds, with total budget authority not to exceed $3,020,000. 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 IMPACT:

$3,020,000. The funding source is previously approved Capital 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:	Omar R. Shim	Phone:	754-321-1990
Name:	Dr. Angela R. Fulton	Phone:	754-321-2100

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Senior Leader & Title

Omar Shim, Chief Financial Officer - Task Assigned

Signature

Omar Shim, Chief Financial Officer - Task Assigned Nov 30,

Electronic Signature

Form $4189 Revised 9/26

HH/JJS

Approved in Open Board Meeting On: November 10, 2026

By: _____

School Board Chair

For more information, please contact:
Name: Dr. Angela R. Fulton
Title: Deputy Superintendent
Phone: 754-321-2100

EXECUTIVE SUMMARY

Purchase Orders for School & Department Furniture through Capital

Board Meeting Date: November 10, 2026

Requested Action:
Authorize the Superintendent of Schools to issue Purchase Orders to the following 14 Vendors: 1) Virco Inc.; 2) School Specialty Inc.; 3) Classroom Outfitters, LLC; 4) Empire Office, Inc.; 5) Apricot Office Interiors, Inc.; 6) Schoolhouse Products Inc.; 7) General Hotel and Restaurant Supply; 8) Worthington Direct; 9) Global Industrial; 10) Pitsco; 11) Uline; 12) Sweetwater Music and Pro Audio; 13) Today's Classroom LLC; 14) Libero Consulting Group Inc., for the procurement of furniture, equipment, delivery, installation, and related services necessary to support Career and Technical Education (CTE) classroom, lab, and specialized instructional space improvements at identified schools throughout the District, utilizing previously approved FY27 Capital funds, with total budget authority not to exceed $3,020,000.

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	• Part III.C of Purchasing Policy 3800.
Statutory Requirement	• Section 1001.42(12)j), Florida Statutes, and Section 6A 1.012(5), Florida Administrative Code.
If the School Board votes "Yes"	• The Superintendent will issue Purchase Orders to approved District vendors for the procurement of furniture, equipment, delivery, installation, and other related services necessary to support Career and Technical Education (CTE) classroom, lab, and specialized instructional space improvements throughout the District. Utilization of the Purchase Orders will allow the District to expend previously approved FY27 Capital funds, in an amount not to exceed $3,020,000, to replace outdated and non-functional furniture and modernize CTE learning environments. These improvements will provide schools with flexible, technology-enabled, and industry-aligned instructional spaces that reflect current workplace standards and support hands-on learning in high-demand career pathways. Modernizing CTE facilities is essential to maintaining competitive programs, attracting and retaining students in District schools, supporting program enrollment and growth, and preparing students for industry certifications, postsecondary education, and workforce opportunities.

If the School Board votes "No"	• The District will not be authorized to issue the proposed Purchase Orders for the procurement of furniture, equipment, delivery, installation, and related services necessary to support CTE capital improvements. As a result, the District may experience delays in replacing outdated and non-functional furniture and modernizing classrooms, labs, and specialized instructional spaces. The District would need to pursue alternative purchasing authorization or procurement options, requiring additional time and administrative resources and potentially delaying planned improvements. These delays may negatively impact the District's ability to provide modern, industry-aligned learning environments that support current instructional practices and workforce expectations. Continued reliance on outdated facilities may limit the District's ability to attract and retain students, maintain competitive CTE programs, support enrollment and program growth, and provide students with hands-on learning experiences that prepare them for industry certifications and high-demand careers.
Alignment to the 2027 Strategic Goals and Guardrails	• Goal 4: College & Career Readiness • Guardrail 2: Equity
Measurable Outcome(s)/Return on Investment	• Purchase Orders utilizing previously approved FY27 Capital funds will enable the procurement of furniture, equipment, delivery, installation, and related services necessary to modernize CTE classrooms, labs, and specialized instructional spaces throughout the District. These improvements will replace outdated and non-functional furnishings with safe, flexible, technology-enabled, and industry-aligned learning environments that reflect current workplace standards. This investment will strengthen the District's ability to attract and retain students, increase enrollment and participation in high-demand CTE programs, expand instructional capacity, and enhance student preparation for industry certifications, postsecondary education, and workforce opportunities.

Background/History:
The District requires the procurement, delivery, and installation of furniture, equipment, and related services to modernize CTE classrooms, laboratories, and specialized instructional spaces throughout Broward County Public Schools. Many existing CTE learning environments contain outdated, damaged, or non-functional furniture that no longer supports current instructional practices, emerging technologies, or industry standards. As workforce demands continue to evolve, it is essential that CTE facilities reflect modern industry environments and provide students with authentic, hands-on learning experiences.

The need for these improvements is driven by the District's commitment to expanding high-quality career pathways, strengthening student recruitment and retention, and ensuring that CTE programs remain competitive with other educational and training options. Modern, industry-aligned classrooms and laboratories are critical to attracting students and families to District schools, supporting enrollment in high-demand programs, and preparing students for industry certifications, postsecondary education, and workforce opportunities.

These improvements require the replacement of aging classroom and laboratory furniture, specialized instructional furnishings, and related equipment to create safe, flexible, technology-enabled learning environments that accommodate current industry practices, collaborative instruction, and program-specific requirements. Providing modern facilities will strengthen the District's ability to deliver relevant career-focused instruction, maximize instructional capacity, and support continued program growth.

The School Board previously approved Capital funding for CTE classroom and laboratory modernization. The District has $3,020,000 in approved FY27 Capital funds available to support these improvements. Following the funding approval, the Career, Technical, Adult and Community Education (CTACE) Department worked with school administrators and CTE teachers to identify and prioritize needs, determine appropriate furniture and equipment, and obtain vendor pricing.

Staff is recommending authorization for the Superintendent of Schools to issue Purchase Orders to the identified District vendors for the procurement of furniture, equipment, delivery, installation, and related services necessary to complete the planned CTE capital improvements. Purchases will be made in accordance with applicable District purchasing policies and procedures, utilizing previously approved FY27 Capital funds in an amount not to exceed $3,020,000. No additional funding is being requested. In the event that any school identified for funding is closed as a result of the District's Redefining Schools closures, the allocated funds will not be expended at that location.

Issuing Purchase Orders to the identified vendors will provide the District with the flexibility to address the specialized needs of individual CTE programs, facilitate timely acquisition and installation of instructional furnishings, and minimize delays in modernizing classrooms and laboratories. These purchases will support the District's continued investment in attractive, industry-aligned learning environments that strengthen student recruitment, retention, and career readiness.

School / Location	Project	Approved Amount
Atlantic Technical College	CTE Industry Certification Training Labs	$56,428.35
Bair Middle School	Computer Science	$10,701
Blanche Ely High School	Hospitality and Culinary; Computer Science; Finance and Entrepreneurship; Engineering; Cybersecurity	$128,600
Cooper City High School	Digital Design, Digital Video	$87,515
Coral Glades High School	Culinary; Computer Science; Cybersecurity; Digital Design; Marketing; Legal Studies	$317,136
Coral Springs High School	Game and Simulation; Cyber Security; Digital Business Technology and Entrepreneurship	$49,300
Cypress Bay High School	Environmental Science; Biomedical Science; Early Childhood	$82,841
Deerfield Beach High School	Artificial Intelligence; Digital Design; Marketing	$53,935
Dillard High 6-12	AI/Digital E-sports; Cybersecurity; Culinary	$293,214
Everglades High School	Business Entrepreneurship; Digital Media	$44,988
Flanagan High School	Culinary Lab	$75,000
Glades Middle School	Culinary Lab	$12,900
Larkdale Elementary School	Culinary Lab	$59,000
McArthur High School	Culinary Lab, Cybersecurity	$547,359.65
Miramar High School	Business	$6,196

Monarch High School	Digital Design; Robotics; TV Productions; Digital Audio; Engineering; Culinary	$68,857
New River Middle School	CTE Middle School Career Exploration Lab	$28,585
Nova High School	Hospitality and Tourism; TV Production/Robotics; Digital Design	$53,600
Plantation 6-12	Digital Design; Marketing	$51,500
The Quest Center	Culinary Lab	$93,300
Ramblewood Middle School	CTE Middle School Career Exploration Lab	$14,798
Sawgrass Springs Middle School	CTE Middle School Career Exploration Lab	$28,434
Seminole Middle School	Culinary Lab	$66,500
South Broward High School	AI; Business/Digital Media	$61,173
South Plantation High School	Promotional Enterprise; Digital Design; Marketing; AI	$130,402
Stranahan High School	Engineering, Business, Culinary, Maritime, Computer Science, Finance; Culinary	$121,700
J.P. Taravella High School	Marketing	$33,900
Tequesta Trace Middle School	CTE Middle School Career Exploration Lab	$28,150
West Broward High School	Aerospace	$22,687
Westpine Middle School	Culinary Lab	$95,400
Western High School	AI; Engineering; Health Science	$214,400
William Dandy Middle School	Culinary Lab	$81,500
TOTAL		$3,020,000

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 DMS Term: November 10, 2026, through June 30, 2027.
Multi-Year Agreement:	N/A
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. The financial impact is $3,020,000 for a 9-month term.
2. The funding source is previously approved Capital funds.

New / Current Requested Agreement Authority		
Agreement Authority Terms	**Length of Agreement Terms**	**Total Agreement Amount**
11/10/2026 – 6/30/2026	9 months	$3,020,000

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	Capital	$3,020,000	Y
Future Fiscal Year Budget Authority *(Subject to Board Budget Approval)*				
Future Fiscal Year(s)	**Length of Agreement Terms**	**Budget Fund**	**Amount**	
FY28	N/A	N/A	N/A	
FY29	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	Issuance of Purchase Orders to approved District vendors will provide schools with timely access to furniture, equipment, delivery, installation, and related services necessary to modernize Career and Technical Education (CTE) classrooms, laboratories, and specialized instructional spaces. These improvements will replace outdated and non-functional furnishings with safe, flexible, technology-enabled, and industry-aligned learning environments that reflect current workplace standards. Modernized facilities will strengthen the District's ability to attract and retain students, support enrollment and growth in high-demand CTE programs, and enhance student preparation for industry certifications and workforce opportunities. The issuance of Purchase Orders will facilitate timely implementation of these improvements, reduce procurement delays, and minimize disruptions to instructional programs.
School Selection /Prioritization	Schools were selected and prioritized based on surveys completed by school principals and needs identified through Career, Technical, Adult, and Community Education (CTACE) Department school visits. These assessments helped identify CTE classrooms and laboratories requiring improvements to support current instructional needs and industry standards.
Community/ Stakeholder Engagement	Not Applicable
End-User Input	Not Applicable
Technology/Capital Expected	Not Applicable

Lifecycle/Replacement Cycle	

Additional Backup: Not Applicable

Status: ORIGINAL

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

2026-11-10	Regular School Board Meeting
CATEGORY:	O. Operations
DEPARTMENT:	Procurement & Logistics Operations

Agenda Item Number:	O-10.
Consent Item:	Consent
Special Order:	NO
Time for Special Order:	

TITLE:

RFP26-089 - External Independent Financial Auditing Services

REQUESTED ACTION:

Approve the Rejection of all Proposals received for Request for Proposals (RFP) RFP26-089, External Independent Financial Auditing Services. 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
- Award Recommendation

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:	Omar R. Shim	Phone:	754-321-1990
Name:	Mark Magli	Phone:	754-321-2402

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Senior Leader & Title

Omar Shim, Chief Financial Officer - Task Assigned

Signature

Omar Shim, Chief Financial Officer - Task Assigned Oct 27,

Electronic Signature

Form $4189 Revised 9/26

HH/JJS

Approved in Open Board Meeting On: November 10, 2026

By: _____

School Board Chair

For more information, please contact:
Name: Mark Magli
Title: Chief Auditor
Phone: 754-321-2400

Executive Summary

RFP26-089 - External Independent Financial Auditing Services

Board Meeting Date: November 10, 2026

Requested Action:
Approve the Rejection of all Proposals received for Request for Proposals (RFP) RFP26-089, External Independent Financial Auditing Services.

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	• Pursuant to Purchasing Policy 3800 – Purchasing Policies and Policy 3010 - Annual Financial Audit.
Statutory Requirement	• Sections 287.057(1)(c) and 218.391 Florida Statutes; and Rule 6A-1.012(12)(d), Florida Administrative Code, for Single Source services.
If the School Board votes "Yes"	• It would authorize staff to reassess the District's current needs and authorize the Auditor Selection Committee to establish factors and make any necessary revisions to the solicitation to better align with operational, financial, and programmatic requirements. It would also preserve the District's ability to issue a revised RFP in the future, if deemed necessary, to support a competitive, responsive, and value-driven procurement process.
If the School Board votes "No"	• It would leave the proposals active and limit the District's ability to reject the current solicitation, reassess its requirements, and issue a revised solicitation if deemed necessary.
Alignment to the 2027 Strategic Goals and Guardrails	• Business Operations
Measurable Outcome(s)/Return on Investment	• Not Applicable

Background/History:
On May 11, 2026, The School Board of Broward County, Florida (SBBC), issued RFP26-089, External Independent Financial Auditing Services, seeking proposals from qualified certified public accounting firms to perform the annual financial audit required by Florida Statutes Section 218.39. The solicitation contemplated audit services for the Fiscal Years (FY) ending June 30, 2027, 2028, and 2029, with an option for SBBC to renew the Agreement for two additional FY's, 2030 and 2031. The total contract term was not to exceed five years.

The Scope of Services excluded audits of school internal accounts, including school and activity funds, and the financial activities of component units, including charter schools approved by SBBC and operating during the applicable FY.

On July 16, 2026, the Auditor Selection Committee recommended extending the existing external audit Agreement (FY22-013 - External Independent Financial Auditing Services) for an additional 180 days. As a result, on August 19, 2026, SBBC approved the Third Amendment to the Agreement with Forvis Mazars LLP, extending the contract from December 1, 2026, through May 30, 2027. The extension was intended to allow sufficient time to complete, finalize, and present the FY2026 Annual Comprehensive Financial Report to SBBC.

Additionally, on August 13, 2026, the Auditor Selection Committee recommended that Procurement and the Office of the General Counsel review the liability and insurance provisions contained in Sections 4.2.1 and 7.1 of the solicitation. Subsequently, the Director of Procurement recommended rejecting all proposals due to the lack of any fully responsive proposals and to review the AICPA guidance. This conflict will be reevaluated and addressed in a future solicitation.

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 proposed agreement terms, including the multi-year structure and procurement method used in accordance with District purchasing requirements.

Agreement Term:	Fiscal years ending June 30, 2027, 2028, and 2029, with an option for SBBC to renew the contract for two additional fiscal years, 2030 and 2031, at terms to be negotiated after completion and submission of the audit report for the fiscal year ending June 30, 2029.
Multi-Year Agreement:	Yes.
Procurement Method:	**Piggyback Agreement** (Yes/No): No **Acquisition Method:** Pursuant to Purchasing Policy 3800 and Rule 6A-1.012(1)(a), Florida Administrative Code, an RFP for External Independent Financial Auditing Services was released on May 11, 2026. The RFP was publicly posted and required proposers to submit sealed proposals as outlined in the solicitation. A copy of the RFP documents is available online at: http://www.broward.k12.fl.us/supply/agenda/RFP26-089_ExternalIndependentFinancialAuditingServices.pdf

Table B: Financial Impact, Funding Source, and Budget Authority
This table summarizes the financial impact of the requested Board action, including any agreement authority and budget sources applicable to the 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	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: Award Recommendation

PROCUREMENT & LOGISTIC OPERATIONS
Broward County Public Schools

FINANCIAL ANALYSIS WORKSHEET

BID INFORMATION			
New Bid # (Ex: 10-004R):	RFP26-089	**Preparation Date:**	October 5, 2026
Previous Bid # (Ex: 10-004R):	FY22-013	**Buyer/PA:**	Belinda Defoor
New Bid Award Total:	$0	**Bid Title:**	External Independent Financial Auditing Services
Previous Award Total:	$1,235,000		
Bid Type:	NEW BID		
Previous Bid Term (Start Date):	1/12/2022	**New Bid Term (In Months):**	
Previous Bid Term (End Date):	5/30/2027	**# of Months Into Bid:**	58

SPEND REPORTING	
Purchase Order(s) Spend:	
P Card Purchases:	
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):
Not Applicable

Default Funding Source*		Department/School & Sign-off Information*	
Cost Center	N/A	**Name** (First & Last)	Mark Magli
Fund	N/A	**Title**	Chief Auditor
Functional Area	N/A	**Department/School Name**	Office of the Chief Auditor
Commitment Item	N/A	**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.

PROCUREMENT & LOGISTIC OPERATIONS
Broward County Public Schools

AWARD RECOMMENDATION
NOTICE OF AWARD OR INTENDED AWARD
REVISED

RFP #: 26-089

Tentative Board Meeting Date*: OCTOBER 13, 2026

RFP Title: **External Independent Financial Auditing Services**

Notified: 636 # Downloaded: 14

of Responses Rec'd: 1 # of "No Bids": 0

For: Auditing (School/Department)

RFP Opening Date : June 15, 2026

Fund: General Fund

Advertised Date: May 11, 2026

ELECTRONIC POSTING OF AWARD OR INTENDED AWARD: Attention: This notice is pursuant to Section 120.57(3), Florida Statutes, of an award of intended award by The School Board of Broward County, Florida ("SBBC") concerning a competitive solicitation, contract award, or exceptional purchase. The Select One award recommendations will be posted in the Procurement & Logistic Operations Department and www.Demandstar.com on **SEPTEMBER 28, 2026 @ 4:00 PM** and will remain posted for Seventy-Two (72) hours. Any person who is adversely affected by the decision or intended decision shall file a notice of protest, in writing, within Seventy-Two (72) hours after the posting of the notice of decision or intended decision. The formal written protest shall be filed within ten (10) calendar days after the date the notice of protest is filed**. Failure to file a notice of protest or failure to file a formal written protest within the time prescribed in Section 120.57(3), Florida Statutes, or failure to post the bond or other security within the time prescribed in School Board Policy 3800 and Section 120.57(3), Florida Statutes, required by law and shall constitute a waiver of proceedings under Chapter 120, Florida Statutes**. 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." Saturdays, Sundays, state holidays, and days during which SBBC's administration is closed shall be excluded in the computation of the Seventy-two (72) hour time periods described herein. Notices of protest and formal written protests shall be filed 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 SBBC, at the time of filing the formal written protest, a bond, payable to "The School Board of Broward County, Florida" in an amount equal to one percent (1%) of the estimated value of the contract or purchase. The original bond or other permitted security shall be delivered to the office of the Director of Procurement & Logistic Operations, 7720 West Oakland Park Boulevard, Suite 323, Sunrise Florida 33351 at the same time the formal written protest must be filed. The original bond or other permitted security may not be faxed or sent via e-mail or other electronic means.

(*) The Cone of Silence, as stated in the RFP and School Board Policies 3800 and 1100B, is in effect until SBBC adjourns the SBBC meeting at which the award or intended award is approved. The SBBC meeting date stated above is tentative. Please contact the Purchasing Agent of record to confirm the actual date the Cone of Silence has concluded.

AWARD OR INTENDED AWARD

One (1) proposal was received in response to RFP26-089. After further review, it was determined that the proposal did not meet minimum eligibility requirements.

Per General Condition 7.10, Awards, and Section 6.7.3.7, Rejection of the RFP, reserves the right for The School Board to reject any or all proposals received when there is a sound documented business reason to do so that serves SBBC's best interests . Section 6A-1.012(8), F.A.C., grants a district school board the authority to reject any or all proposals submitted in response to any competitive solicitation and to request new proposals.

It is recommended that all proposals received be rejected; that the scope of services provided in the current RFP be revised to include new processes to protect SBBC's interests; and that a new competitive solicitation with revised specifications be released at a later date.

By: *Belinda Defoor, BSME, CPP* (Purchasing Agent)

Date: 9/28/26

The School Board of Broward County, Florida, prohibits any policy or procedure which results in discrimination on the basis of age, color, disability, gender expression, national origin, marital status, race, religion, sex or sexual orientation. Individuals who wish to file a discrimination complaint, may call the Executive Director, Benefits & EEO Compliance at 754-321-2150 or Teletype Machine (TTY) at 754-321-2158.

Individuals with disabilities requesting accommodations under the Americans with Disabilities Act (ADA) may call the Equal Educational Opportunities (EEO) at 754-321-2150 or Teletype Machine (TTY) at 754-321-2158.

Status: ORIGINAL

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

2026-11-10	Regular School Board Meeting
CATEGORY:	O. Operations
DEPARTMENT:	Procurement & Logistics Operations

Agenda Item Number:	O-11.
Consent Item:	Consent
Special Order:	NO
Time for Special Order:	

TITLE:

RFP-FY21-014 – Fingerprinting and Background Check Services

REQUESTED ACTION:

Approve the Second Amendment and Extension to the Agreement between The School Board of Broward County, Florida (SBBC), and Fieldprint, Inc. (Fieldprint), for a term that commences on January 1, 2027, and concludes on December 31, 2027, with additional budget authority in the amount of $1,500,000. District-wide - GCO#202700522

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
- Executed Original Agreement
- Executed First Amendment
- Second Amendment
- Renewal Letter/Evaluation

FINANCIAL IMPACT:

$1,500,000. The additional budget authority of $1,200,000 is included in the FY27 General Fund. The additional budget authority of $300,000 is a planned budget request for FY28.

STRATEGIC PLAN ALIGNMENT:

Student Focus Outcomes

OR • **Business Operations**

BOARD ACTION:

(For Official School Board Records Only)

SOURCE OF ADDITIONAL INFORMATION

Name:	Omar R. Shim	Phone:	754-321-1990
Name:	Michael G. Gregory	Phone:	754-321-2655

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Senior Leader & Title

Michael G. Gregory, Chief Safety and Security Officer

Signature

Michael G. Gregory, Chief Safety and Security Officer Oct 27,

Electronic Signature
Form $4189 Revised 9/26
HH/JJS

Approved in Open Board Meeting On: November 10, 2026

By: _____
School Board Chair

For more information, please contact:
Name: Michael G. Gregory
Title: Chief Safety & Security Officer
Phone: 754-321-2655

Executive Summary

RFP-FY21-014 – Fingerprinting and Background Check Services

Board Meeting Date: November 10, 2026

Requested Action:
Approve the Second Amendment and Extension to the Agreement between The School Board of Broward County, Florida (SBBC), and Fieldprint, Inc. (Fieldprint), for a term that commences on January 1, 2027, and concludes on December 31, 2027, with additional budget authority in the amount of $1,500,000.

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	• Policy 2404, Disqualifying Offenses. • Policy 2407, New Hire Background Screening.
Statutory Requirement	• Section 1012.32, Florida Statutes • Sections 1012.315, 1012.465, and 1012.467, Florida Statutes • Section 435.12, Florida Statutes
If the School Board votes "Yes"	• SBBC will maintain continuous, uninterrupted fingerprinting, badging, and background screening services for 20,000 active employees, enabling the District to meet the rescreening and Florida Care Provider Background Screening Clearinghouse requirements of Section 435.12, Florida Statutes, as amended by Senate Bill 676 (2023).
If the School Board votes "No"	• Contracted fingerprinting and background screening services will end on December 31, 2026, jeopardizing the District's ability to meet the June 30, 2027, statutory rescreening deadline and to maintain continuous screening of personnel who have direct contact with students.
Alignment to the 2027 Strategic Goals and Guardrails	• Business Operations
Measurable Outcome(s)/Return on Investment	• By June 30, 2027, all active employees subject to the statutory rescreening schedule will be rescreened and enrolled in the Florida Care Provider Background Screening Clearinghouse. Clearinghouse enrollment will be maintained for all active employees through December 31, 2027.

Background/History:
Under the direction of the Safety, Security & Emergency Preparedness (SSEP) Division, the Security Clearance Unit ensures that all employees, volunteers, and vendors comply with state background screening requirements, including those established under the Jessica Lunsford Act and the Ethics in Education Act.

The Jessica Lunsford Act (House Bill 1877) became law in 2005. Building on that framework, Governor Charlie Crist signed Senate Bill 988, relating to high-risk offenders, on June 20, 2007, effective July 1, 2007.
Senate Bill 988 required distinctive markings on the driver's licenses and identification cards of sexual predators and sexual offenders and established background screening standards for noninstructional School District employees and contractors under Section 1012.465, Florida Statutes (Background screening requirements for certain noninstructional School District employees and contractors); Section 1012.467, Florida Statutes (Noninstructional contractors who are permitted access to school grounds when students are present; background screening requirements); and Section 1012.468, Florida Statutes (Exceptions to certain fingerprinting and criminal history checks).

The Ethics in Education Act (Senate Bill 1712) took effect July 1, 2008, and created Section 1012.315, Florida Statutes, now titled Screening Standards. Under this section, a person is ineligible for educator certification or for employment in any position requiring direct contact with students if, among other criteria, the person is on the Florida Department of Education disqualification list, is a registered sex offender, or has been convicted of, found guilty of, had adjudication withheld for, or pled guilty or nolo contendere to a disqualifying offense under Section 435.04(2), Florida Statutes, including a comparable offense committed in another state or under federal law.

SBBC hiring guidelines reflect these legislative mandates and the School Board policies governing instructional personnel, noninstructional personnel, volunteers, youth mentors, coaches, contest officials, and vendors. These policies were updated at the December 15, 2020, Regular School Board Meeting.

In 2023, the Florida Legislature passed Senate Bill 676 (Chapter 2023-220, Laws of Florida), which the Governor signed on June 12, 2023. The bill amended Section 435.12, Florida Statutes, to require school district employees to be screened through the Care Provider Background Screening Clearinghouse beginning January 1, 2025, or a later date determined by the Agency for Health Care Administration. Fingerprints are retained in the Clearinghouse, and background screenings must be renewed on a defined schedule.

To meet these requirements, the District divided rescreening into phases. The approximate number of employees fingerprinted in each phase is shown below:
Phase 1: 600 employees
Phase 2: 5,200 employees
Phase 3: 20,000 employees

Senate Bill 676 established the following rescreening deadlines:
- Employees last screened on or before June 30, 2021, must be rescreened by June 30, 2025.
- Employees last screened between July 1, 2021, and June 30, 2022, must be rescreened by June 30, 2026.
- Employees last screened between July 1, 2022, and December 31, 2023, must be rescreened by June 30, 2027.

Senate Bill 676 did not provide additional funding to School Districts for the costs of this transition, including re-fingerprinting, Florida Care Provider Background Screening Clearinghouse data entry, and the associated administrative workload.

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:	Initial Term: February 18, 2021, through December 31, 2025, with 2 one-year renewal options. First Extension Term: January 1, 2026, through December 31, 2026; Second Extension Term: January 1, 2027, through December 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:	Pursuant to Purchasing Policy 3800 and Rule 6A-1.012(1)(a), Florida Administrative Code, A Request for Proposal (RFP) was released on September 2, 2020, for Fieldprinting and Background Check Services. 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/RFP_FY21-014_FingerprintingandBackgroundCheckServices.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 additional budget authority of $1,200,000 is included in the FY27 General Fund.
2. The additional budget authority of $300,000 is a planned budget request for FY28.
3. For FY27, funding addresses 8,750 employees that must be re-fingerprinted between January 1 and June 30, 2027, for inclusion in the Florida Care Provider Background Screening Clearinghouse, which is the final phase.
4. In FY28, the District will continue its standard practice of routine fingerprinting services for school volunteers, volunteer athletic staff, and others.

New / Current Requested Agreement Authority

Agreement Authority Terms	Length of Agreement Terms	Total Agreement Amount
1/1/2027 – 12/31/2027	12 months	1,500,000

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	$1,200,000	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	$300,000

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	Approximately 8,750 employees must be re-fingerprinted by June 30, 2027, to be enrolled in the Florida Care Provider Background Screening Clearinghouse. Additionally, routine Security Clearance fingerprinting services will continue for volunteers, athletic staff, and others.
School Selection /Prioritization	Re-fingerprinting is scheduled based on the date of each employee's last screening, consistent with the statutory rescreening deadlines.
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: Executed Original Agreement
Exhibit C: Executed First Amendment
Exhibit D: Second Amendment
Exhibit E: Renewal Letter/Evaluation

PROCUREMENT & LOGISTIC OPERATIONS

BROWARD COUNTRY PUBIC SCHOOLS

FINANCIAL ANALYSIS WORKSHEET

BID INFORMATION			
New Bid # (Ex: 10-004R):	N/A	**Preparation Date:**	October 6, 2026
Previous Bid # (Ex: 10-004R):	FY21-014	**Buyer/PA:**	BELINDA J. DEFOOR
New Bid Award Total:	$3,475,042	**Bid Title:**	Fingerprinting and Background Check Services
Previous Award Total:	$1,975,042		
Bid Type:	RENEWAL OF BID		
Previous Bid Term (Start Date):	2/18/2021	**New Bid Term (In Months):**	12
Previous Bid Term (End Date):	12/31/2026	**# of Months Into Bid:**	68

SPEND REPORTING	
Purchase Order(s) Spend:	$1,992,326
P Card Purchases:	$0
Total Invoiced-to-Date Amount (PO + Pcard Purchases):	**$1,992,326**
Average Monthly Expenditure:	$29,299
Unused Authorized Spending:	**-$17,284**
Est. Forecasted Spend (For Entire Bid Term):	

VENDOR INFORMATION			
Awarded Vendors:	**Certification Type:**	**Ethnicity / Gender:**	**Spend:**
128520-FIELDPRINT INC	N/A		$ 1,958,000
140066-FLORIDA DEPARTMENT OF LAW ENFORCEME	N/A		$ 34,326
		PO VENDOR SPEND:	**$ 1,992,326**
		P-CARD SPEND:	**$ -**
		TOTAL SPEND:	**$ 1,992,326**

NOTES (Type Below):

FUND	FUNDS CTR		FA - ALL	FUNDED PROGRAM		CMMT ITEM	
1000	1205095320	SCHOOLS POLICE	7731000000000000	OB09532A01	Fingerprint Waiver	53970000	OTHER PURCHASES SVCS

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 Business Enterprise
WBE - Women Business Enterprise

Default Funding Source*		Department/School & Sign-off Information*	
Cost Center	1205095320	**Name** (First & Last)	Kevin Nosowicz
Fund	1000	**Title**	Director
Functional Area	773100000000000000	**Department/School Name**	Broward County Schools Police
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:	10/25/2026

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 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

Dr. Rosalind Osgood, Chair
Laurie Rich Levinson, Vice Chair

Lori Alhadeff
Patricia Good
Debra Hixon
Donna P. Korn
Sarah Leonardi
Ann Murray
Nora Rupert

Robert W. Runcie
Superintendent of Schools

March 2, 2021

Thomas Harrison, National Sales Executive
Fieldprint, Inc.
12000 Commerce Parkway
Mount Laurel, New Jersey 08054

RE: FY21-014 - Fingerprinting and Background Check Services

To Whom It May Concern:

Attached is the executed Agreement between The School Board of Broward County, Florida, and Fieldprint, Inc.. This is the result of the School Boards approval on February 17, 2021, for item OO-8. Full details are outlined in the Agreement.

Sincerely,

Mary Catherine Coker, Director
Procurement & Warehousing Services

MCC:bm
Attachment(s)

cc: Charles High, Purchasing Agent
Anthony D'Orazio, Chief Executive Officer
Tracey Neal, Executive Director, Enterprise Risk & Emergency Preparedness
Annmarie Richards, Coordinator, Supplier Diversity & Outreach Program

Status: ORIGINAL

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

2021-02-17	Regular School Board Meeting
CATEGORY:	OO. Strategy & Operations
DEPARTMENT:	Procurement & Warehousing Services

Agenda Item Number:	OO-8.
Consent or Open Item:	Open
Special Order:	NO
Time for Special Order:	

TITLE:

FY21-014 - Fingerprinting and Background Check Services

REQUESTED ACTION:

Approve the recommendation to award Request for Proposal (RFP) FY21-014 - Fingerprinting and Background Check Services; Contract Term: February 18, 2021 through December 31, 2025, 4 Years, 11 Months; Award Amount: $237,000; Awarded Vendor(s): Fieldprint, Inc.; User Department: Enterprise Risk & Emergency Preparedness.

STRATEGIC ALIGNMENT

Which strategic initiative(s) best aligns to this item?

Safety, Security, & Risk Mitigation	

Is approval of this agenda item required to implement a tactic included within an initiative of the strategic plan? **YES**

Will the implementation of this item have a direct impact on one of the **2024 Strategic Plan Primary Metrics**? **YES**

If YES, identify the primary metric and include the corresponding figures in the table below.

Primary Goal & Metric:

Safe & Supportive Environment	***Safety Preparedness***

Level	Baseline	2024 Target	Most Current
District Total	N/A	TBD	

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.

BACKGROUND, SUMMARY EXPLANATION, AND HISTORY OF ITEM

Was this item previously presented to the School Board? **NO**

This RFP provides for a complete turn-key fingerprinting and background check operation services for the District. This RFP provides fingerprints, background checks and photo ID badges for SBBC instructional and non-instructional employees, volunteers, vendors, consultants, aftercare workers, construction workers, student teachers, health science students, charter school personnel, all contracted personnel and Board members. This RFP meets the State of Florida Statute requirements for providing fingerprinting and background check services for the District.

The Agreement has been reviewed and approved as to form and legal content by the Office of the General Counsel.

RELATED ITEMS

EXHIBITS

- Executive Summary
- Financial Analysis Worksheet
- Agreement
- Recommendation Tabulation
- Evaluation

DEPENDENCIES:

Outline critical dependencies that are associated with successful implementation of this item/initiative.

1. All people who enter on School Board property must be fingerprinted and background checked for protection of students and staff.
2. People who fail the security background check shall not be issued a School Board ID Badge or be allowed on School Board property for the protection of students and staff.

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?	$237,000

SOURCE OF FUNDS: Special Investigative Unit Department's operating budget.

Spending Authority

Is additional spend authority required for this item?	**YES**
If YES, How much additional spending authority is necessary to implement this item?	$237,000

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)

SOURCE OF ADDITIONAL INFORMATION

Name:	Tracey M. Neal	Phone:	954-224-0416
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

Electronic Signature

Form \$4189 Revised 1/20

RWR/JSM

Approved in Open Board Meeting On: FEB 17 2021

By: Rosalind Osgood

School Board Chair

AGREEMENT

THIS AGREEMENT is made and entered into as of this 11th day of February, 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

FIELDPRINT, INC.
(hereinafter referred to as "FPI"),
whose principal place of business is
12000 Commerce Parkway, Suite 100
Mount Laurel, New Jersey 08054

WHEREAS, SBBC issued a Request for Proposal identified as RFP FY21-014 – Fingerprinting and Background Check Services (hereinafter referred to as "RFP"), dated September 4, 2020, and amended by Addendum No. 3, dated September 23, 2020, Addendum No. 2 dated September 21, 2020, and Addendum No. 1 dated September 4, 2020, all of which are incorporated by reference herein, for the purpose of receiving proposals for fingerprinting and background check services; and

WHEREAS, FPI offered a proposal dated September 29, 2020 (hereinafter referred to as "Proposal") which is incorporated by reference herein, in response to this RFP.

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 the execution of all parties, and conclude on December 31, 2025. The term of the Agreement may, by mutual agreement between SBBC and FPI, be extended for two (2) additional one (1) year periods and, if needed, one hundred eighty (180) calendar days beyond the expiration date of the renewal period. SBBC's Procurement & Warehousing Services Department, will, if considering renewing, request a letter consenting to renewal from FPI, prior to the end of the term. Any renewal period shall be approved by an Amendment to this Agreement executed by both parties.

2.02 **Description of Services Provided**. FPI shall provide SBBC with the Scope of Services in its Proposal and in compliance with this Agreement, the RFP and its Addenda, and as specified in **Attachment A – Scope of Services.**

2.03 **Priority Documents.** In the event of a conflict between documents, the following priority of documents shall govern.

First: This Agreement, then;
Second: Addendum No. 3, then;
Third: Addendum No. 2, then;
Fourth: Addendum No. 1, then;
Fifth: RFP FY21-014 – Fingerprinting and Background Check Services, then;
Sixth: Proposal submitted in response to the RFP by FPI.

2.04 **Fee Structure to the Applicant, Collectable Fees and Price Adjustments**.

(a) FPI shall charge each applicant that applies for fingerprinting, background check and I.D. Badging services in accordance with the rates as stated in Column C and fees shall not exceed the maximum fee as stated in Column D in **Attachment B**. These rates may be adjusted based on section (e) price adjustments below.

(b) SBBC shall pay FPI, for the costs of fingerprinting and badging the number of applicants that apply in the following categories in **Attachment B** as stated below

1) BCPS High School Health Science Students Twenty-Nine Dollars and 25/100 Cents	$29.25 per applicant
2) New Volunteers – Level 2 Forty-One Dollars and 25/100 Cents	$41.25 per applicant
3) Volunteers – Annual Renewal	No Charge
4) Youth Mentor Ten Dollars and 00/100 Cents	$10.00 per applicant
5) Youth Mentor – Annual Renewal (FSSR + Badge) Ten Dollars and 00/100 Cents	$10.00 per applicant
6) Youth Mentor – Annual Renewal (FSSR only) Ten Dollars and 00/100 Cents	$5.00 per applicant
7) Union Representative without SBBC Personnel Number Twenty-Nine Dollars and 25/100	$29.25 per applicant
8) Union Representative with SBBC Personnel Number Nine Dollars and 00/100 Cents	$9.00 per applicant
9) New District Committee Member Forty-One Dollars and 00/100 Cents	$41.25 per applicant

The cost shall be billed monthly and invoiced to SBBC, Security Clearance Department, 600 S.E. 3rd Avenue, Fort Lauderdale, Florida 33301. An appropriate invoice submitted by FPI to SBBC will be paid net thirty (30) calendar days after the issuance of the same invoice.

(c) Single Fee, Column E, **Attachment B** charged by FPI shall include all overhead costs, administration fees, Florida Department of Law Enforcement (FDLE)/Federal Bureau of Investigation (FBI) fees and shall be all-inclusive of operation costs. FPI shall pay these costs directly to FDLE and FBI respectively.

(d) Single Annual Collectable Fee per Applicant, Column F, **Attachment B**, FPI shall pay SBBC the single annual collectable fee per applicant processed by FPI. FPI submits monthly payments by check for the applicants processed to SBBC, Security Clearance Department 600 S.E. 3rd Avenue, Fort Lauderdale, Florida 33301.

(e) Price Adjustments will be allowed on **Attachment B**, Column C – Current Fee Charged to Applicant by SBBC, Column E – Single Fee Charged by FPI and Column F Single Annual Collectable Fee per Applicant from FPI. The price adjustments may be issued due to the rates from FDLE and FBI have changed or if SBBC wants to adjust these rates, if necessary. FPI shall notify, in writing and within ten (10) business days, SBBC, Security Clearance and the Procurement and Warehousing Services Departments of any rate change from FDLE or FBI that is issued and the start date of the new rates for fingerprinting and background check services.

2.05 **SBBC Disclosure of Education Records and Employee Records**.

(a) Although no student education records shall be disclosed pursuant to this Agreement, should FPI 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 records shall be disclosed by SBBC to FPI. Should FPI come into contact with employee records, it may not be re-disclosed except as required or permitted by law.

(b) Although, SBBC administrators will not be disclosing information directly to FPI, students and employees will directly input their own personal information into FPI's identity management database for the purpose of registering to be fingerprinted for a background screening conducted by BCPS personnel. The information includes, but is not limited to the following:

1) Name (Last, First, Middle),
2) Home Address,
3) Day-time Phone number,
4) Email address,
5) Date of Birth,
6) Gender,
7) Height,
8) Weight,
9) Race,
10) Hair Color,
11) Eye Color,
12) Place of Birth,
13) Citizen Country, and
14) Social Security Number
15) Questions about conviction of criminal offense(s)

2.06 **FPI Confidentiality of Education Records and Employee Records**. Notwithstanding any provision to the contrary within this Agreement, FPI 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 education records and employee records;

(b) hold any education records and employee 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 or employee 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 or employee records during the term of their employment shall abide strictly by its obligations under this Agreement, and that access to education records and employee 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 education records and employee records 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 employee records in accordance with applicable laws; and

(e) utilize the education records and employee 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 and/or employee records to any third party.

2.07 **Inspection of FPI's Records by SBBC**. FPI 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 FPI'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 FPI 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 FPI'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 FPI pursuant to this Agreement.

(b) Notice of Inspection. SBBC's agent or its authorized representative shall provide FPI 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 FPI'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 FPI 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 FPI'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 FPI in excess of two percent (2%) of the total billings under this Agreement, the actual cost of SBBC's audit shall be paid by FPI. If the audit discloses billings or charges to which FPI is not contractually entitled, FPI 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, FPI 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 FPI 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 FPI pursuant to this Agreement and such excluded costs shall become the liability of FPI.

(g) Inspector General Audits. FPI 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 SE 3rd Avenue Fort Lauderdale, Florida 33301
With a Copy to:	Executive Director, Enterprise Risk and Emergency Procedures The School Board of Broward County, Florida 600 SE 3rd Avenue Fort Lauderdale, Florida 33301
To FPI:	Thomas Harrison, National Sales Executive Fieldprint, Inc. 12000 Commerce Parkway Mount Laurel, New Jersey 08054
With a Copy to:	Anthony D'Orazio, Chief Executive Officer Fieldprint, Inc. 12000 Commerce Parkway Mount Laurel, New Jersey 08054

2.09 **Background Screening.** FPI 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 FPI or its personnel providing any services under the conditions described in the previous sentence. FPI 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 FPI and its personnel. The parties agree that the failure of FPI 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. FPI 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 FPI failure to comply with the requirements of this section or with Sections 1012.32 and 1012.465, Florida Statutes.

2.10 **Public Records.** The following provisions are required by Section 119.0701, Florida Statutes, and may not be amended. FPI's 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, FPI 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. FPI 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 FPI does not transfer the public records to SBBC. Upon completion of the Agreement, FPI shall transfer, at no cost, to SBBC all public records in possession of FPI or keep and maintain public records required by SBBC to perform the services required under the Agreement. If FPI transfers all public records to SBBC upon completion of the Agreement, FPI shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If FPI keeps and maintains public records upon completion of the Agreement, FPI 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.

2.11 **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, up to the limits of Section 768.28, Florida Statutes, for any damages resulting from said negligence.

(b) By FPI. FPI 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 FPI, its agents, servants or employees; the equipment of FPI, its agents, servants or employees while such equipment is on premises owned or controlled by SBBC; or the negligence of FPI or the negligence of FPI'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 FPI, SBBC or otherwise.

2.12 **Insurance Requirements.** FPI shall comply with the following insurance requirements throughout the term of this Agreement:

(a) General Liability. FPI 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. FPI 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. FPI 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. FPI 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 FPI 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 FPI to remedy any deficiencies. FPI 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. FPI 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.

2.13 **Nondiscrimination.**

(a) As a condition of entering into this Agreement, FPI 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, FPI 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 FPI retaliate against any person for reporting instances of such discrimination. FPI 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. FPI 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.

2.14 **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.

2.15 **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.

2.16 **Incorporation by Reference**. **Attachment A** and **Attachment B** as attached hereto and referenced herein shall be deemed to be 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 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 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 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 or VENDOR during the term hereof upon one-hundred eighty (180) 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 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 **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 _____
Dr. Rosalind Osgood, Chair

ATTEST:

_____
Robert W. Runcie, Superintendent of Schools

Approved as to Form and Legal Content:

Digitally signed by Kathelyn Jacques-Adams, Esq. - kathelyn.jacques-adams@gbrowardschools.com
Reason: Fieldprint, Inc.
Date: 2021.01.21 09:12:11 -05'00'

_____
Office of the General Counsel

[THIS SPACE INTENTIONALLY LEFT BLANK; SIGNATURE PAGE FOLLOWS]

FOR FPI:

(Corporate Seal)

FIELDPRINT, INC.

ATTEST:

By _____

_____, Secretary

Print Name: Anthony D'Orazio

Title: CEO

-or-

_____
Witness

Margaret Farma
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 Jersey

COUNTY OF Burlington

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this January 20 2021 (*date*) by Anthony D'Orazio (*name of officer or agent, title of officer or agent*) of Fieldprint, 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 20th day of January, 2020.

My Commission Expires:

_____
Signature – Notary Public

(SEAL)

Victoria M Deery
Notary Public
New Jersey
My Commission Expires 7-14-21
No. 50041857

Victoria M. Deery
Notary's Printed Name

50041857
Notary's Commission No.

SCOPE OF SERVICES/DELIVERABLES

1.0 Fingerprinting and Background Check Turn-Key Solution

1.1 FPI shall offer a complete Fingerprint-Based Applicant Processing turn-key operation that will provide equipment; staff, an "on-line" website and locations within Broward County, Florida to fingerprint and background check SBBC's clientele in accordance with scheduled appointments. The office locations must be convenient for SBBC's clientele within Broward County, Florida.

1.2 FPI shall use LiveScan connectivity in other states to forward fingerprints electronically to FDLE as an option for nonresident applicants, and must be in compliance with FDLE requirements.

1.3 FPI shall maintain a data management system that provides an online registration process. The online registration process must accommodate LiveScan customers as well as functionality for SBBC nonresident customers.

1.4 During the life of this contract, SBBC reserves the right to add fingerprinting services and/or other program areas within SBBC. The requirements included in this section are intended to inform FPI of the minimum expectations of SBBC. FPI is encouraged to expand on the minimum requirements as specified in the Scope of Services and Requirements in this Agreement.

2.0 Fingerprinting Fees, Payments and Expenses/Clientele Payments

2.1 FPI shall provide a secure website for collecting fees directly from the applicant or other entity on behalf of the applicant for digital scanned transactions.

2.2 The method of payment by applicant shall be web-based in conjunction with the online registration process.

2.3 The method of payment by applicant shall include, but not be limited to credit card (i.e. American Express, VISA, MasterCard, Discover)

2.4 An applicant's company shall have the ability to set up an account with FPI in order to pay for its employees.

2.5 FPI shall pay the fee for the cost of fingerprinting directly to the FDLE and/or the Federal Bureau of Investigation (FBI).

2.6 FPI shall notify each Charter and/or Management Company by email when the current fee for the annual FDLE/FBI retention fee and the 5th year resubmission fee is due. This email notification will include an attachment containing a detailed invoice identifying specific fees due. All payments for these invoices will be sent to SBBC by the charter and/or Management Company. FPI will not be responsible for collecting these invoiced fees.

SCOPE OF SERVICES/DELIVERABLES

2.0 **Fingerprinting Fees, Payments and Expenses/Clientele Payments (cont'd)**

2.7 If FPI begins receiving any maintenance fee, or resubmission fee, FPI will issue SBBC a check (for the exact amount of the total fees received) and an itemized report of the payment at the end of each month. SBBC will then pay FDLE/FBI directly upon receipt of bill.

2.8 SBBC has the option to raise fingerprint fees in excess of the amount charged by FPI and FPI shall issue SBBC a check for any amount over FPI's cost to the applicant. Should SBBC increase the fees for fingerprinting during the term of the contract, the difference will be remitted to SBBC at the end of each month.

2.9 FPI shall notify SBBC, in writing, thirty (30) calendar days prior to increasing administrative fees. SBBC will respond back to FPI, in writing, if the additional administrative fees are acceptable for processing. SBBC reserves the right to reject any additional administrative fees deemed inappropriate.

2.10 FPI shall ensure tax collection is in compliance with the Florida Department of Revenue requirements and must be included in the maximum fee allowed (see **Attachment B**).

2.11 FPI shall be responsible for all costs and expenses as stated herein. All purchases, installations, and maintenance of equipment required for the fingerprint scan and photo image processes; fees or other costs or expenses associated with the fingerprinting sites; employment of onsite LiveScan personnel; and any administrative or other costs or expenses related to fulfillment of this contract are the responsibility of FPI.

3.0 **Fingerprint Service Desk or Call Centers**

3.1 FPI shall maintain a functional call center by providing telephonic service with availability at a minimum of Monday through Friday, during business hours to be mutually approved by SBBC. and FPI.

3.2 FPI shall assign a designated account management team to SBBC and provide a toll-free number to FPI's customer service team as a single touch-point for scheduling appointments vs. telephone reservations and follow up inquires for digital scan applicants.

3.3 Emergency conditions shall be reported by FPI to Broward District Schools Police Department's (BDSPD) and/or SBBC designee within four (4) hours by FPI.

3.4 The Call Center shall be operated by competent staff to answer questions in multiple languages from the user/applicants regarding the system and its use, and shall provide services as needed to SBBC.

3.5 SBBC clientele shall be able to register for an appointment via the internet. Should the applicant not have internet access, the applicant can call the toll-free customer service line for support.

SCOPE OF SERVICES/DELIVERABLES

3.0 **Fingerprint Service Desk or Call Centers (cont'd)**

3.6 FPI shall be able to answer procedural questions to an applicant required to register with the system. **Do not direct the applicant to call SBBC Departments with procedure questions.** If FPI is unable to answer the question(s), FPI is to call the SBBC designated contact for proper responses to questions received and call back the applicant with correct procedures.

3.7 Prior to FPI processing the applicant, the applicant must provide either a valid government-issued photo identification card, driver's license, passport, and employment authorization card as proof of identification.

4.0 **Fingerprinting Locations and Hours**

4.1 FPI shall provide a minimum of five (5) convenient locations for background screening services in Broward County, Florida (north, south, east and west), to include Kathleen C. Wright Administration Center (KCW) (See Section 4.4.2.4.3) and optional locations throughout the State of Florida that take into consideration population density, relative distance between fingerprinting sites, and ease of access for applicants.

4.2 The Broward County, Florida corporate site establishments will be open from Monday through Friday, 9:00 AM to 5:00 PM to fingerprint and photograph clientele. Two (2) Broward corporate site offices within Broward County, Florida must be open on a Saturday for a minimum of four (4) hours and will operate no earlier than 8:00 AM. In addition, one Broward corporate-site facility must have extended hours at least three days a week until 7:00 PM (9:00 AM to 7:00 PM). **Live support staff must be available to provide answers to applicant's questions on-site. FPI shall provide at least one staff member or enough staff to answer all phone calls.**

4.3 The School Board of Broward County Administrative Headquarters, currently located at 600 SE 3rd Avenue, Ft. Lauderdale, FL 33301 shall serve as the 5th location within Broward County, subject to change. This location will be staffed by BCPS personnel for the purpose of applicant processing as determined by SBBC. Applicants using this location will be able to register on-site for same day and immediate fingerprint and/or photograph capture. This location shall have a minimum of two (2) stations that will be used to fingerprint/photograph applicants that may be also used as mobile fingerprint stations.

4.4 FPI may be required to provide additional fingerprinting sites or extend the number of days that sites are open as customer demands dictate the need as determined by SBBC.

4.5 FPI shall list recommended sites as part of their proposal and the days and times that each site will be open. Once sites are established and mutually agreed upon by SBBC and FPI, fingerprinting sites may not be relocated without prior approval by SBBC.

SCOPE OF SERVICES/DELIVERABLES

4.0 **Fingerprinting Locations and Hours (cont'd)**

4.6 All fingerprint sites must be Americans with Disabilities Act (ADA) compliant.

4.7 Subcontractors will be allowed and each site must be FDLE approved. FPI accepts all liability and responsibility for subcontractor performance under this RFP.

4.8 All FPI sites must be mutually agreed upon by SBBC and FPI prior to accepting fingerprints under the terms of the Agreement that will result from this RFP.

4.9 Fieldprint shall alert SBBC of upcoming site location changes and will work together with SBBC on network coverage.

5.0 **SBBC, ORI Numbers**

5.1 FPI shall ensure that an adequate number of appropriately qualified personnel are employed and available to provide the services in accordance with this contract.

5.2 FPI's personnel, while on School Board property, shall wear SBBC's photo identification badge, properly displayed. In the event that any of FPI's associates do not comply with such security requirements, SBBC in its sole reasonable discretion, will have the personnel removed from the premises.

5.3 If SBBC, believes that the performance or conduct of any person employed or retained by FPI to perform any services hereunder is unsatisfactory for any reason or is not in compliance with the provisions of this RFP, SBBC shall notify FPI, in writing, and FPI shall promptly address the performance or conduct of such person, or, at the request of SBBC, immediately replace such person with another person acceptable to SBBC and with sufficient knowledge and expertise to perform the services in accordance with this contract.

5.4 FPI shall use Originating Agency Identifier (ORI) numbers specified by SBBC from FDLE for processing of: (this list is not meant to be all-inclusive)

a) SBBC and Charter School personnel,
b) Vendor (an organization that sells a product or service to SBBC and may or may not be under an SBBC contract),
c) Consultants (an individual who provides professional advice or services for a fee to SBBC and may or may not be under an SBBC contract),
d) Prime Contractors (an individual and/or firm used in performing work on construction projects),
e) Before/Aftercare workers (an individual or firm who watches children before/after school or summer programs),
f) Construction workers,
g) Non-instructional vendors,
h) Pre-Professionals/Students Teachers,

SCOPE OF SERVICES/DELIVERABLES

5.0 **SBBC, ORI Numbers (cont'd)**

i) Volunteers,
j) Health Science Students (students participating in a health program) and
k) Outside researchers
l) FPI's Subcontractors

6.0 **Performance of Services**

6.1 In the performance of services for SBBC hereunder, FPI shall perform in a prompt and timely manner and use commercially reasonable efforts to complete such services in accordance with the agreed upon processing schedule(s). FPI shall transmit fingerprints electronically to FDLE/FBI as processed.

6.2 FPI shall devote such time, attention and care to the performance of such services as FPI devotes to the normal and regular performance of services for FPI's clients.

6.3 All services provided to SBBC by FPI shall be conducted in a competent and business-like manner. Fingerprinting services are to be in compliance with the provisions set forth by Florida Statute 1012.465 (Jessica Lunsford Act) (See **Exhibit 1)**

6.4 **Nonconforming Services; Review of Results:** FPI shall perform the services hereunder in accordance with the terms of this contract. Should SBBC determine that the services provided and or performed do not conform to this contract, SBBC shall notify FPI, in writing of any nonconformance. FPI, at FPI's expense, will correct any material nonconforming services where the nonconformity results solely from errors on the part of FPI. Non-conformance may be considered as, but not limited to, failure to open facilities during agreed upon times, without prior notification, failure to maintain and provide reports as requested by this Agreement, etc. FPI will endeavor to correct all nonconforming elements within a timeframe which shall be mutually agreed to by both parties. SBBC shall review and approve results provided by FPI and immediately notify FPI, in writing, should the nonconforming element not be resolved. Failure to resolve nonconforming elements may result in default and termination of the contract. Where FPI is not informed of nonconformance, FPI shall be entitled to assume the results are correct for the purpose of completing the services under this Agreement, and shall not be liable for the cost of correcting any nonconformance approved in error. SBBC's failure to give FPI written notice of nonconforming services within thirty (30) calendar days after learning of the nonconformity shall constitute final acceptance of the services by SBBC.

6.5 **Representations and Warranties**. SBBC represents and warrants that (a) it has obtained proper agreement or approval for the use and re-use of data prior to the delivery of such data to FPI, including but not limited to the express written consent, upon FPI approved consent form of SBBC's employees, contractors, agents or third parties to use data to provide the services; (b) use of the data will not violate, conflict with or infringe on any rights of any other person or entity (including without limitation any contractual, intellectual property, privacy or other

SCOPE OF SERVICES/DELIVERABLES

6.5 **Representations and Warranties (cont'd).**

rights); (c) the provision of the data does not and will not violate any applicable governmental law, statute, rule, regulation or ordinance.

6.6 **Confidentiality of Services**. FPI and FPI's subcontractors shall keep all data, information and reports generated as a result of the provision of services, whether oral or written, strictly confidential and, except as required by law, reveal information from reports only to such individuals or a person(s) whose duties require him or her to participate in the decision for the transaction for which the service was ordered and shall initiate appropriate security measures to prevent the accidental or otherwise unauthorized use or release of any information.

6.7 **Right to Sub-Contract**. FPI may subcontract any or all of the services to be rendered in accordance with this contract. In the event that FPI's relationship with a subcontractor providing services is terminated or a subcontractor fails to perform any obligations under any project hereunder, FPI may subcontract the performance of the services to another subcontractor, with prior written approval of SBBC's Security Clearance Department. FPI will take every precaution to ensure that the subcontractor and subcontractor employees meet all of SBBC's FPI requirements. FPI bears total responsibility for its subcontractors. SBBC shall not be liable to any third party financially or contractually under this contract.

6.8 **Manager**: For the term of the contract, SBBC requires a dedicated, manager, located in Mount Laurel, New Jersey, to support the designated Security Clearance Department's representative with the transition of files, operation of Administrative Site and other duties as assigned by the designated Security Clearance Department representative. The manager shall be responsible for badge delivery to the locations within Broward County, Florida and can be used as a consultant for the project to help minimize costs, developing new procedures and coordinate fingerprinting and photo site locations within Broward County, Florida.

6.9 **Shared System Database Information and FSSR Process:** SBBC participates in the Florida Shared School Results (FSSR) System. FPI must provide a solution that allows processing of FSSR applicants. If an applicant claims that his/her fingerprints are in the shared system, (fingerprinted by another Florida School District or governmental entity within the past 5 years), the applicant will select this available option from FPI's created SBBC registration website.

7.0 **Fingerprint Website Registration, Scheduling and Payment Availability**

7.1 FPI must provide a secure website for applicant registration, scheduling and payment use process, location directions and will collect demographic information and data as required for submitting fingerprints based upon the type of SBBC clientele (i.e., SBBC personnel, Charter School personnel, vendors, non-instructional contractors, consultants, aftercare workers, construction, etc.)

SCOPE OF SERVICES/DELIVERABLES

7.0 **Fingerprint Website Registration, Scheduling and Payment Availability (cont'd)**

7.2 FPI shall maintain website availability twenty-four (24) hours a day, seven (7) days a week, excluding scheduled maintenance times. Emergency outages shall be reported via e-mail to the Security Clearance Department's representative within one (1) hour. Notification of scheduled maintenance shall be e-mailed at least forty-eight (48) hours in advance to Security Clearance Department's representative.

7.3 FPI shall provide online the SBBC's Security Background Check Form to collect and process demographic information and data required for submitting fingerprints. The demographic data elements will include at a minimum:

a) Name (Last, First, Middle),
b) Home Address,
c) Day-time Phone number,
d) Email address,
e) Date of Birth,
f) Gender,
g) Height,
h) Weight,
i) Race,
j) Hair Color,
k) Eye Color,
l) Place of Birth,
m) Citizen Country,
n) Social Security Number

7.4 FPI shall display verbiage provided by SBBC anywhere a Social Security Number is required or requested to be entered. This verbiage describes the legal basis for the requirement, or request, if it is mandatory, and the purpose for which the Social Security Number will be used. In a web based environment, this verbiage should be implemented as a field requiring applicant acknowledgement. FPI will need to review data entry forms and associated text to assess how to meet this requirement. FPI shall review text with SBBC.

7.5 FPI's website must contain, at a minimum, site encryption to prevent web hackers from retrieving personal or financial data. For example, VeriSign® uses a 128-bit SSL Certificate that provides a strong site encryption. SBBC currently uses "Thawte" 256-bit SSL as a site encryption (http://www.thawte.com). FPI shall create a password restricted registration database to allow approved SBBC clientele to register.

7.6 The registration screen will require each applicant to manually enter the unique Identification number for their agency, company, school or department.

7.7 FPI issue this unique number to approved SBBC clientele. The format will be in accordance with and utilize already established Company/Charter Information Numbers (CIN). Current CIN data will be provided to FPI by Security Clearance Department.

7.0 **Fingerprint Website Registration, Scheduling and Payment Availability (cont'd)**

7.8 Once an applicant has registered, the system will allow the applicant to make an appointment for fingerprinting and photo ID badge processing.

7.9 FPI shall post on its website(s) any and all statutory compliance program information created by SBBC as deemed necessary.

8.0 **Documents**

8.1 FPI shall issue an email address for all clientele to email in requested documentation.

8.2 FPI shall scan or upload the document(s) into a database that SBBC shall be able to access, review and print if necessary.

8.3 SBBC shall have access to this information through the FPI's administrative website.

8.4 FPI shall provide capability by users to upload appropriate files through web or other access, ensuring appropriate association as needed.

8.5 FPI shall provide a process for immediate e-mail notification to designated contacts of an applicant's security status change.

8.6 Notifications shall include approved, denied, information request, arrest notification received, badge pick-up, expiration pending, etc. The template e-mail content design will be provided by the Security Clearance Department's contact.

8.7 FPI shall submit fingerprints in an electronic format in compliance with FDLE/FBI requirements. The applicant fingerprint service must be able to maintain a minimum of a 98% classifiability rate (categorization of fingerprints based on loops, whorls, arches and ridgelines) for all fingerprint submissions.

9.0 **Legible/Illegible Fingerprint Process**

9.1 FPI shall be able to convert rolled fingerprint images from a fingerprint card to an electronic version for processing through FDLE. This conversion would be at no cost to SBBC or the applicant.

9.2 FPI shall be responsible for duplicative FDLE charges resulting from resubmissions that do not include the Transaction Control Reference (TCR) returned by the FBI for the rejected submission.

9.3 FPI administrative solution shall advise the applicant and/or employer through email notification his/her prints are illegible, requesting that the applicant to be fingerprinted again at no cost.

SCOPE OF SERVICES/DELIVERABLES

10.0 Photo and ID Badging

10.1 FPI shall take a clear and legible picture of every applicant with a white background for badging. SBBC will provide FPI with the exact color required for the badge.

10.2 The photo shall be a digital (not analog) mug shot image that will adhere to those established for the purposes of Driver License/Identification Card photographs. Hats must be removed; however, religious headwear may be worn for the photograph. If religious headwear is worn, the technician shall ensure that the applicant's facial features (eyes, nose and mouth) are completely visible. It is not necessary for the applicant's ears to be visible. Dark shades and any disguises obviously designed to conceal identity must be removed.

10.3 FPI shall use the picture to create and issue an ID badge. Once cleared by SBBC, the badge can be released to the applicant.

10.4 FPI shall notify applicant or the applicant's company that the badge has been approved by SBBC and that the applicant may pick up his/her badge within a maximum of five (5) business days. FPI shall coordinate badge delivery with the applicant.

10.5 FPI shall send reminder emails to the applicant or applicant's company, until the badge is retrieved. The identification badge will be destroyed if not picked up by the applicant or applicant's company within thirty (30) calendar days.

10.6 All BCPS employees shall receive BCPS employee identification. SBBC staff will capture the images and upload/add to an existing employee record in the FPI's software solution/cloud. The cost for transitioning all employees to the BCPS employee identification shall be waived as the identification badges will be printed by FPI on FPI equipment.

10.7 Badge formats shall be consistent with current BCPS issued badges.

11.0 Mobile Fingerprint Unit

11.1 FPI may provide the option to bring a mobile fingerprint unit directly to a location when the demand for the number of applicants requiring fingerprinting services is high (25 or more).

11.2 FPI may provide a minimum of four (4) mobile fingerprint/photograph capture units to SBBC for the purpose of processing applicants at career fairs. The equipment used for this purpose may be the same units utilized at the School Board of Broward County Administrative (KCW) building only if they are mobile set-ups. (See Section 4.0 – Fingerprint Locations and Hours). SBBC will supplement staff provided by the FPI at these events. One of the four units must be available to SBBC at any time.

SCOPE OF SERVICES/DELIVERABLES

11.0 **Mobile Fingerprint Unit (cont'd)**

11.3 All companies requesting onsite services must comply with FPI's minimum volume and scheduling requirements. FPI reserves the right to charge a fee for cancellation per applicant in the event the cancellation occurs less than forty-eight (48) hours of or a scheduled mobile fingerprinting service.

12.0 **Reporting**

12.1 FPI electronic process shall support real-time report retrieval by Security Clearance Department detailing system usage and transactions. Report retrieval shall include, but not limited to identification of instructional, non-instructional and charter school employees ninety (90) calendar days prior to the fifth (5) year expiration date of the Agreement.

12.2 When fees are paid for fingerprint and background check services, a detailed monthly report shall be filed with SBBC, Security Clearance Department showing the applicant's name, applicant type, the date prints were sent to FDLE, TCN, and total amount paid. The report shall differentiate between payments.

12.3 FPI shall submit, to SBBC, Security Clearance Department an annual statistical report to include, but not limited to the number of applicant appointments processed by web and/or call center scheduling, error rate per fiscal year, and the number of transactions processed.

13.0 **Maintenance of Fingerprint Database**

13.1 FPI shall maintain all fingerprints for the term of this Agreement. Upon discontinuing service, FPI shall provide, within ten (10) business days after termination of services with SBBC all fingerprints in a standard industry digital format (EFT format).

13.2 FPI shall archive both active and inactive fingerprints for the term of this Agreement.

14.0 **File Database Transfers**

14.1 FPI shall coordinate with SBBC and previous contracted vendor to transfer all records currently on file for SBBC clientele to FPI's database. Therefore, FPI shall be able to resubmit the prints in the future.

15.0 **Interface with External Systems**

15.1 The system shall provide the capability for seamless interoperability with FDLE for submitting fingerprint and photo image identification search transactions and receiving search results.

15.2 The system shall provide the capability to interface with FDLE to provide fully functional interoperability, as well as interactive access to and retrieval of records by manual and automated processes.

SCOPE OF SERVICES/DELIVERABLES

15.0 **Interface with External Systems (cont'd)**

15.3 The system shall provide the capability for the Security Clearance Department to review stored fingerprint records for the resubmission to FDLE and appropriately reenter the required submission process.

15.4 FPI shall work pro-actively and cooperatively with SBBC staff during the design and implementation phase of the project to develop interface specifications and to implement and test interfaces with FDLE and SBBC's management system.

16.0 **Digital Fingerprint and Photo Image Standards**

16.1 FPI shall ensure that all photo images and demographic data as well as related event specific information of applicants are transmitted over secure network lines or other approved connection method at the SBBC's centralized point of storage. FPI is responsible for the security of all data collected, stored, and transmitted. FPI shall provide a security plan to SBBC after contract award and before any applicants are processed.

16.2 The solution shall fully support processing of uncompressed and compressed images. Photograph images shall be compressed or uncompressed and in standard formats including standard bitmap (.BMP), TIFF (.TIF), and JPEG (.JPG). *(JPEG)* the *Joint Photo Experts Group, Standard for Still Image Compression*, in accordance with the most recent revision of ANSI/ISO IS10918.

17.0 **Security Administration and Unser Access Controls**

17.1 The on-line system shall provide comprehensive tools and capabilities for administration of user authorizations and system security. The system shall support "strong" password authentication consistent with FBI CJIS Security Policy guidelines, for accessing and communicating information via the SBBC network infrastructure.

a) The system shall enable SBBC, Security Clearance Department authorized system administrator(s) to add and remove users, to assign, modify and suspend access privileges for any user and/or user groups (e.g., SBBC designee), and to reset passwords.

1) The system shall support the assignment of specific access privileges for each user and/or user groups and shall enable the limitation of access to only those functions required by the user and/or user groups to perform his/her assigned tasks.

2) The system shall support display access privileges for user's and/or user groups (e.g. The Security Clearance Department, BCPS organizational unit, charter schools or external agencies) of appointment dates/times, and clearance statuses for their prospective applicants.

17.2 The primary mechanism for Login access shall be controlled with a unique user login name plus password. The system shall support strong password authentication and enforce associated password policies.

SCOPE OF SERVICES/DELIVERABLES

17.0 **Security Administration and Unser Access Controls**

17.3 All systems administration shall be completed internally by FPI. Reports or metrics can be coordinated and made available to SBBC. The current quarterly reporting process will continue to be facilitated by FPI.

18.0 **System Workflows.**

18.1 FPI shall work cooperatively with SBBC during the design phase to implement automated workflow processes and efficiencies that reduce complexity and facilitate caseload management across agencies in support of SBBC operations, to include, but not limited to:

a) Five (5) year resubmission process to reset record

b) Arrest Notifications
c) Invoicing for retention and resubmission services
d) Automated capability to "Close-Out" of files (90 days) for clients who have not complied with SBBC criteria.
e) Automated capability to provide email notification when employee and/or vendor separates to deactivate badge and remove from resubmission process.

19.0 **Management Reporting**

19.1 The system shall include a comprehensive set of standard pre-defined management reports that will be produced by the system on a regular/recurring basis. FPI shall work closely with SBBC, Security Clearance Department to define all details of the standard management reports (report types, content, frequency, routing, statistical analysis and system activity etc.) and special reports based on user-defined ad-hoc queries to be implemented in and delivered with the initial system configuration as well as throughout the length of the contract period.

19.2 A capability shall be provided that enables authorized SBBC, Security Clearance Department system administrator(s) to establish regular reporting schedules and/or on-demand for each type of report, and that produces the reports according to the pre-defined schedules.

19.3 The standard report generation capability shall include interactive controls that enable an operator to selectively enter filtering parameters such as (ORI, KEY #, Agency index number etc.), and date range to generate specific reports. FPI shall use myFieldprint.com administration portal to create reports that are available for SBBC.

19.4 The system shall provide automated, scheduled, ad hoc query and/or on-demand administrative reporting capabilities including but not limited to:

a) Daily summaries of prospective applicant's appointment date, times and clearance status's to Security Clearance Department Administrators, BCPS Organizational Units, Charter Schools and External Agencies.
b) System, database, Security administration, User administration

19.0 **Management Reporting (cont'd)**

c) Five (5) year resubmission records
d) Invoicing for retention and resubmission services
e) Monitoring and control of transaction processing activity logs
f) Database and transaction log access, analysis and reporting;
g) Operations database content and performance analysis and statistical reporting.
h) Periodic summaries of authorized users, including individual permissions, user status (active or suspended) and date of last log-in.
i) Periodic password policy compliance audits.
j) Periodic security assessment audits, including unsuccessful log-in analysis.

20.0 **Performance Measures and Identification Transaction Workloads**

20.1 FPI shall provide a simple performance measurement framework that provides the standards by which they measure their success in the following areas: customer satisfaction and operational performance.

20.2 FPI shall provide a detailed summary of the proposed system's simultaneous normal and peak load processing capabilities for each transaction type, along with all associated assumptions or conditions associated with achieving the proposed levels of performance to SBBC, Security Clearance Department. FPI can provide a description of architecture and metrics to illustrate ability to scale if performance were ever an issue. Tracking metrics across all clients generates more accurate and valuable performance data than singularly reviewing SBBC transactions.

21.0 **On-Line Data Storage**

21.1 The architecture shall include a high-reliability on-line data storage subsystem to provide storage for the on-line identification databases, administrative databases, system logs, etc.

21.2 The on-line data storage subsystem architecture shall include mirrored on-line identification database storage components to support the operational primary and backup segments, as required to satisfy continuity of service requirements.

21.3 The on-line data storage subsystem shall provide capabilities for bulk data loading and extraction of identification records via direct access to the database (preferably SQL). FPI shall cooperate with SBBC to define data for bulk load extracts. Data for bulk loading will require a purpose and format to be defined prior to loading

21.4 The database management system shall provide for full real-time synchronization of the mirrored on-line identification databases, transaction logs and journals.

SCOPE OF SERVICES/DELIVERABLES

22.0 Archive Record Storage

22.1 The system shall provide an on-line Master Identification Records Archive to store the system's NIST-formatted original fingerprint, and photo image records submitted to SBBC including criminal, registration, employee and applicant records. FPI shall specify the storage capacity that is required to provide the NIST Archive records storage, and shall show the capacity computations that are the basis of this estimate.

23.0 Archive Record Indexing

23.1 The Master Identification Records Archive shall include a database that provides for indexing all records stored in the Archive and that supports access, management and statistical analysis/reporting of the Archived records. The record index fields for fingerprint and photo image records shall include at least the following:

a) Name
b) TCN# (Transaction Control Number)
c) ORI #
d) DOB (Date of Birth)
e) SSN (Social Security Number)
f) Date Retained
g) Date of Submission/Date of Last FDLE submission
h) Record Type (i.e., Iatent images, facial (mugshot) photo, etc.)
i) Reason Fingerprint code

FPI shall work cooperatively with SBBC during the *design* phase to identify and incorporate additional indices as required to support SBBC operations.

24.0 Database Storage Capacity

24.1 FPI shall provide an on-line database to store and maintain the system's fingerprint and photo image databases in support of automated and interactive identification operations. The on-line database storage capacity of the delivered baseline system shall be sized to support the Year-5 projections for each of these types of records.

24.2 FPI shall specify the proposed on-line identification database storage sizing in gigabytes and show the average size and number of each type of record used in the capacity computation.

25.0 Capacity and Performance Expansion

25.1 The on-line storage solution shall support, at no additional cost to SBBC, the required long-term storage capacity requirements, and shall be expandable as needed over the life of the contract to support the actual growth of the system.

SCOPE OF SERVICES/DELIVERABLES

26.0 **System Availability/Operation Time and Availability**

26.1 FPI shall specify the guaranteed system availability that will be achieved by the proposed system.
a) The system shall operate twenty-four (24) hours/day, seven (7) days/week except for approved regularly scheduled system maintenance.
b) System availability measured on an annual basis shall be equal to or greater than 99.9%, excluding regularly scheduled maintenance.

27.0 **Downtime**

27.1 FPI shall specifically identify all scheduled downtime requirements and shall provide a summary analysis of total monthly downtime resulting from all system and component-level scheduled downtime requirements. Scheduled downtime for any component or primary/mirror segment of the system, including preventive maintenance and system backups shall be pre-approved by SBBC, Security Clearance Department. FPI shall provide advance notice to SBBC of scheduled outages and performs this late on Saturday nights; scheduled outages may be accompanied by service disruptions.

27.2 FPI shall describe the specific configuration control provisions and procedures for installation, testing, and acceptance of system software updates and configuration modifications prior to their incorporation into the production system, and for rollback of unsuccessful updates.

28.0 **Continuity of Identification Services Operations**

28.1 The system shall provide the capability to maintain seamless continuity of operations in the event of a scheduled outage, component failure or disruption of infrastructure services (electrical power, network communications, building access, etc.) which could otherwise result in loss or reduction of normal processing capabilities on a short-term basis or for a protracted period of time. FPI provides advance notice of scheduled outages and performs this late on Saturday nights; scheduled outages may be accompanied by service disruptions.

29.0 **Database and Archival Operations/Record Access, Query and Retrieval**

29.1 The system's databases shall enable authorized SBBC, Security Clearance Department's administrator(s) direct user access to the fingerprint records, photo images and background check minutia records in the on-line and Archive databases. FPI shall provide direct access through the "myFieldprint" portal functionality.

29.2 In the on-line databases, single image storage and indexing shall be provided by unique identification number combination.

30.0 **Database Backup and Restoration/Transaction Journaling**

30.1 FPI shall provide a detailed description of their standard transaction journaling and backup process to SBBC, Security Clearance Department after the start of this Agreement.

SCOPE OF SERVICES/DELIVERABLES

31.0 **Restoration**

31.1 FPI shall provide a restoration/recovery plan to restore individual identification records, specified groups of composite records, a database segment, the complete on-line database from the archived records and transaction journals, and/or backup files from mirrored storage to ensure that no original record data is lost in the event of a temporary outage of a primary database component or the whole system.

31.2 The system shall have a process to recover the minutiae databases from mirrored on-line storage or backup media and transaction journals. Minutia database recovery shall not require re-scanning or reprocessing records in the Archive.

32.0 **Data Security**

32.1 FPI shall provide a plan to maintain and secure adequate back-up files of all documentation and programs utilized to process data submissions.

32.2 FPI shall provide a plan for implementing data security procedures to ensure only authorized access to data submissions and databases by FPI personnel (to include subcontractor personnel) for contracted activities.

33.0 **Transition**

33.1 FPI shall provide a plan to ensure an orderly smooth transition from the previous vendor and ensure smooth transition to a future awarded vendor.

33.2 FPI shall provide a plan to ensure an orderly smooth transition of all data in progress (i.e., schedule calendars, etc.) held by FPI to the new Awardee.

34.0 **Disaster Plan**

34.1 FPI shall provide a disaster recovery plan addressing partial or total loss of the system capability due to natural disaster, computer virus attack, network communication loss, or loss of electrical supply.

35.0 **Implementation Requirements/Project Plan**

35.1 FPI shall provide SBBC a rollout plan for the entire system solution that includes a project manager, roll-out staffing (ie. Technical support, etc.), schedule and deliverable requirements for the entire implementation.

35.2 SBBC, Security Clearance Department requires an assigned technical project manager to help handle the implementation requirements of this contract. Project manager must be "on-call" when needed by SBBC, Security Clearance Department.

ATTACHMENT B

Fee Structure to Applicant and Collectable Fees

A	B	C	D	E	F	G
Estimated Annual Number of Applicants	**Applicant Group**	**Current Fee Charged to Applicant by SBBC**	**Maximum Fee (Not to Exceed)**	**Single Fee Charged by Proposer**	**Single Annual Collectable Fee per Applicant from Vendor**	**Annual Collectable Fee from Vendor**
2,000	New BCPS Employee - Instructional	$73.50	$94.00	$49.75	$23.75	$47,500.00
1,500	New BCPS Employee – Non-Instructional	$73.50	$94.00	$49.75	$23.75	$35,625.00
300	New BCPS Employee – Administrative	$73.50	$94.00	$49.75	$23.75	$7,125.00
150	New BCPS Employee – Security Specialist	$73.50	$94.00	$49.75	$23.75	$3,562.50
1,500	BCPS Employee – I.D. Badge – Direct Contact	$7.50	$10.00	$7.50	---	---
300	BCPS Employee – Badge Replacement (Lost/Damaged)	$5.00	$10.00	$5.00	---	---
	CHARTER SCHOOL PERSONNEL					
500	New Charter School – Instructor	$83.50	$94.00	$49.75	$33.75	$16,875.00
300	New Charter School – Non-Instructional	$83.50	$94.00	$49.75	$33.75	$10,135.00
75	New Charter School – Board Member	$83.50	$94.00	$49.75	$33.75	$2,531.25
150	Charter School I.D. Badge Replacement (Lost/Damaged)	$10.00	$15.00	$9.00	---	---
	VENDORS DIRECT CONTACT					
3,000	New Vendor – Direct Contact	$89.25	$94.00	$82.75	$6.50	$19,500.00
2,500	Vendor – Direct Contact – Badge Renewal	$20.00	$25.00	$9.00	$11.00	$27,500.00
800	Vendor -Florida Shared Schools Result (FSSR) – Direct Contact	$10.00	$25.00	$9.00	$1.00	$1,000.00
	VENDORS INDIRECT CONTACT					
2,500	New Vendor – Indirect Contact	$92.82	$94.00	$82.75	$10.07	$25,175.00
2,500	Vendor – Indirect Contact – Badge Renewal	$10.00	$15.00	$9.00	$1.00	$2,500.00
800	Vendor -Florida Shared Schools Result (FSSR) – Indirect Contact	$10.00	$25.00	$9.00	$1.00	$800.00
1,500	New Vendor – Instructor – Indirect Contact	$89.25	$94.00	$82.75	$6.50	$9,750.00
200	FSSR – Contest Official	$10.00	$15.00	$9.00	$1.00	$200.00
500	FSSR Badge Replacement (Loss/Damage)	$10.00	$15.00	$9.00	$1.00	$500.00
	PRESERVICE EDUCATORS					
100	New Preservice Educator (Student Intern, Field Experience or Practicum)	$73.50	$94.00	$58.75	$14.75	$1,475.00
100	Preservice Educator – I.D. Badge Renewal	$25.00	$30.00	$9.00	$16.00	$1,600.00
100	Preservice Educator – I.D. Badge Replacement (Lost/Damage)	$10.00	$15.00	$9.00	$1.00	$100.00
	FINGERPRINT BCPS HIGH SCHOOL HEALTH SCIENCE STUDENTS					
200	BCPS High School Health Science Students *Current fee is charged to the District for payment	*$29.25	$35.00	$29.25	---	---
	OUTSIDE RESEARCHER					
100	Outside Researcher	$57.75	$94.00	$50.75	$7.00	$700.00
	VOLUNTEER					
100	New Volunteers – Level 2 *Current fee is charged to the District for payment.	*$41.25	$45.00	$41.25	---	---
700	Volunteers – Annual Renewal	---	$5.00	---	---	---
50	Youth Mentor *Current fee is charged to the District for payment.	*$10.00	$15.00	$9.00	$1.00	$50.00
450	Youth Mentor – Annual Renewal (FSSR + Badge) *Current fee is charged to the District for payment.	*$10.00	$30.00	$9.00	$1.00	$450.00
450	Youth Mentor – Annual Renewal (FSSR only) *Current fee is charged to the District for payment.	$5.00	$10.00	$3.00	$2.00	$900.00
15	Union Representative without SBBC Personnel Number - *Current fee is charged to the District for payment.	*$29.25	$30.00	$9.00	$20.25	$303.75

ATTACHMENT B

Fee Structure to Applicant and Collectable Fees

A Estimated Annual Number of Applicants	B Applicant Group	C Current Fee Charged to Applicant	D Maximum Fee (Not to Exceed)	E Single Fee Proposer	F Single Annual Collectable Fee per Applicant from Vendor	G Annual Collectable Fee from Vendor
2	Union Representative with SBBC Personnel Number - *Current fee is charged to the District for payment.	*$9.00	$10.00	$9.00	---	---
50	New District Committee Member *Current fee is charged back to the District for payment.	*$41.25	$45.00	$9.00	$32.25	$1,612.50
	MISCELLANEOUS					
500	Mobile Fingerprinting Fee – BCPS Employees, if applicable	$95.00	$95.00	$65.00	$29.50	$14,750.00
1,000	Mobile Fingerprinting Fee – All Others, If applicable	$95.00	$95.00	$89.50	$5.50	$5,500.00
					TOTAL	**$237,720.00**

Established 1915
BROWARD
County Public Schools

Procurement & Logistic Operations
John Wesley White, Director
7720 West Oakland Park Boulevard
Sunrise, Florida 33351
phone: 754-321-0501 • fax: 754-321-0936
john.white2@browardschools.com
https://www.browardschools.com/bcps-departments/procurement

The School Board of Broward County, Florida

Sarah Leonardi, Chair
Dr. Jeff Holness, Vice Chair

Lori Alhodeff
Maura McCarthy Bulman Adam
Cervera, Esq. Debro Hixon
Nora Rupert
Rebecca Thompson
Dr. Allen Zeman

Dr. Howard Hepburn
Superintendent of Schools

January 5, 2026

Fieldprint, Inc.
12000 Commerce Parkway, Suite 100
Mount Laurel, New Jersey 08054

RE: RFP-FY21-014 - Fingerprinting and Background Check Services

To Whom It May Concern:

Attached is the executed Agreement between The School Board of Broward County, Florida, and Fieldprint, Inc. This is the result of the School Board's approval on December 16, 2025, for Item OO-5. Full details are outlined in the Agreement.

Sincerely,

John Wesley White, Director
Procurement & Logistic Operations

cc: Belinda Defoor, Purchasing Agent III
Kevin Nosowicz, Chief, Broward County Schools Police
Annmarie Richards, Advocacy & Compliance Coordinator, Economic Development & Diversity Compliance

Status: REVISED

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

2025-12-16	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:

RFP-FY21-014 - Fingerprinting and Background Check Services REVISED

REQUESTED ACTION:

Approve the First Amendment to the Agreement between The School Board of Broward County, Florida (SBBC), and Fieldprint, Inc. (Fieldprint), for a term that commences on January 1, 2026, and concludes on December 31, 2026, and the additional spending authority of $1,738,042. 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
Renewal Letter
Evaluation
Memo to Revise

FINANCIAL IMPACT:

$1,738,042. The new total award is $1,975,042 and is funded by SBBC's General fund.

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:	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 Dec 2, 2025

Electronic Signature

Form $4189 Revised 7/24

HH/JJS

Approved in Open Board Meeting On: December 16, 2025

By: _____

School Board Chair

FIRST AMENDMENT TO AGREEMENT

THIS FIRST 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

FIELDPRINT, INC.
(hereinafter referred to as "FPI"),
having its principal place of business at
12000 Commerce Parkway, Suite 100, Mount Laurel, New Jersey 08054

RECITALS

A. **WHEREAS,** SBBC and FPI entered into an Agreement that commenced on February 18, 2021, and expires on December 31, 2025 regarding RFP FY21-014 – Fingerprinting and Background Check Services("Agreement").

B. **WHEREAS,** the Agreement permits two (2) additional one (1) year extension periods.

C. **WHEREAS,** SBBC and FPI wish to exercise the first of the two (2) options to extend the Agreement term for a period of one (1) year from January 1, 2026, through December 31, 2026, and make other additional amendments to 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 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 Term of Agreement of the Agreement, the term of the Agreement is hereby extended from January 1, 2026, ("Effective Date") through December 31, 2026, unless terminated earlier pursuant to section 3.05 Termination of the Agreement.

3. **Amended Provisions**. The parties hereby agree to the following amended provisions to the Agreement as of the Effective date of this First Amendment:

a. The following provisions – **sections 2.03, 2.05,** and **2.06** - replace the respective provisions in the Agreement, by interlineation, as follows:

2.03 **Priority of Documents**. In the event of a conflict between documents, the following priority of documents shall govern:

First:	this First Amendment; then,
Second:	the Agreement; then,
Third:	Addendum No. 3; then,
Fourth:	Addendum No. 2; then,
Fifth:	Addendum No. 1; then,
Sixth:	RFP FY 21-014 – Fingerprinting and Background Check Services, then;
Seventh:	Proposal submitted in response to the RFP by FPI

2.05 **No Disclosure of SBBC Education Records and Employee Records.**

(a) SBBC shall not disclose any education records to FPI pursuant to this Agreement. However, should FPI 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. FPI's use or re-disclosure may violate applicable federal and state laws. Likewise, no employee records shall be disclosed by SBBC to FPI. Should FPI come into contact with employee records, they may not be re-disclosed except as required or permitted by law.

(b) Although, SBBC administrators will not be disclosing information directly to FPI, students (high school students who are in health science programs at a SBBC technical college or traditional high school), employees, vendors, and volunteers (including mentors) will directly input their own personal information into FPI's identity management database on-site at FPI location for the purpose of registering to be fingerprinted for a background screening conducted by District personnel. The information includes, but is not limited to the following:

1) Name (Last, First, Middle),
2) Home Address,
3) Day-time Phone number,
4) Email address,
5) Date of Birth,
6) Gender,
7) Height,

8) Weight,
9) Race,
10) Hair Color,
11) Eye Color,
12) Place of Birth,
13) Citizen Country, and
14) Social Security Number
15) Questions about conviction of criminal offense(s)

(c) In addition to the information individuals provide FPI in 2.05(b), FPI will also take photographs of these individuals to create identification for these individuals.

2.06 **FPI Safeguarding the Confidentiality of Education Records.**

(a) Privacy. Notwithstanding any provision to the contrary within this Agreement, FPI 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, FPI 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) 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.

b. The following provisions – **section 2.17** and **2.18** - are added to the Agreement, by interlineation, as follows:

2.17 **FPI Safeguarding the Confidentiality of Employee Records.**

(a) Privacy. Notwithstanding any provision to the contrary within this Agreement, FPI 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, FPI 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 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;

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.

2.18 Affidavit Regarding the Use of Coercion for Labor and Services. Pursuant to Section 787.06(13), Florida Statutes, FPI, when executing, renewing, or extending an agreement with SBBC must provide and affidavit signed by an officer or representative of FPI under penalty of perjury stating that FPI does not use coercion for labor or services as defined in that statute. The submission of a false affidavit may subject FPI to civil penalties, attorney's fees, and/or costs. Any Agreement with SBBC shall be terminated by SBBC without recourse if FPI 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 FPI's use of coercion for labor or services as defined by Section 787.06(13), Florida Statues, is not a Force Majeure event under this Agreement.

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 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

Date: 12-16-2025

ATTEST:

_____
Dr. Howard Hepburn
Superintendent of Schools

Approved as to Form and Legal Content:

Kathelyn Jacques-Adams

Digitally signed by Kathelyn Jacques-Adams
Date: 2025.12.02 11:23:19 -05'00'

Note: Fieldprint, Inc. - First Amendment

_____
Office of the General Counsel

[THIS SPACE IS INTENTIONALLY LEFT BLANK; SIGNATURE PAGE FOLLOWS]

FOR FPI:

FIELDPRINT, INC.

Signature

Anthony D'orazio

Printed Name

Date: 12/2/2025

Witness Signature
Print Name: Nelson Alexander Erlam

Witness Signature
Print Name: Miciamonie Morrisey

The Following Notarization is Required for Every Agreement Without Regard to Whether the FPI Chose to Use a Secretary's Attestation or Two (2) Witnesses.

STATE OF New Jersey
COUNTY OF Burlington

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this December 2, 2025 (*date*) by Anthony D'orazio (*name of officer or agent, title of officer or agent*) of Fieldprint, 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 2nd day of December, 2025.

My Commission Expires:

Notary Public Signature

(SEAL)

VICTORIA M. DEERY
Commission # 50041857
Notary Public, State of New Jersey
My Commission Expires
July 14, 2026

Printed Name of Notary

Notary's Commission No.

SECOND AMENDMENT TO AGREEMENT

THIS SECOND AMENDMENT TO VENDOR AGREEMENT ("Second 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

FIELDPRINT, INC.
(hereinafter referred to as "FPI"),
a Delaware corporation for profit authorized to do business in Florida and
having its principal place of business at
12000 Commerce Parkway, Suite 100, Mount Laurel, New Jersey 08054

RECITALS

A. **WHEREAS**, SBBC and FPI entered into an Agreement that commenced on February 18, 2021, regarding RFP FY21-014 – Fingerprinting and Background Check Services ("Agreement"); and expires on December 31, 2026, and

B. **WHEREAS**, the Agreement permits two (2) additional one (1) year extension periods; and

C. WHEREAS, the parties have heretofore executed a First Amendment to Agreement ("First Amendment") on December 16, 2025, in which they exercised the first of the two (2) options to extend the Agreement term for a period of one (1) year from January 1, 2026, through December 31, 2026; and

D. **WHEREAS**, SBBC and FPI wish to exercise the second of the two (2) options to extend the Agreement term for a period of one (1) year from January 1, 2027, through December 31, 2027, and make other additional amendments to the Agreement through this 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. **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 - Term of Agreement of the Agreement, the Agreement term in Section 2 of the First Amendment is hereby extended from January 1, 2027, ("Effective Date") through December 31, 2027, unless terminated earlier pursuant to Section 3.05 - Termination of the Agreement.

3. **Amended Provisions**. The parties hereby agree to the following amended provisions to the Agreement as of the Effective Date of this Second Amendment:

a. Section 2.03 of the Agreement and of the First Amendment are hereby replaced by interlineation, as follows:

2.03 **Priority of Documents**. In the event of a conflict between documents, the following priority of documents shall govern:

First:	this Second Amendment; then,
Second:	the First Amendment; then,
Third:	the Agreement; then,
Fourth:	Addendum No. 3; then,
Fifth:	Addendum No. 2; then,
Sixth:	Addendum No. 1; then,
Seventh:	RFP FY 21-014 – Fingerprinting and Background Check Services, then;
Eighth:	Proposal submitted in response to the RFP by FPI

b. Section 2.10 of the Agreement is hereby replaced by interlineation, as follows:

2.10 **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, OPTION 5, RECORDREQUESTS@BROWARDSCHOOLS.COM, LEGISLATIVE AFFAIRS, PUBLIC RECORDS DIVISION, 600 SOUTHEAST THIRD AVENUE, FORT LAUDERDALE, FLORIDA 33301

c. Section 2.16 of the Agreement is hereby replaced by interlineation, as follows:

2.16 **Incorporation by Reference**. Attachment A, Attachment b, Attachment C, and Attachment D as attached hereto and referenced herein shall be deemed to be incorporated into this Agreement by reference.

d. Section 2.17 is hereby added to the Agreement by interlineation, as follows:

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 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.

e. Section 2.18 is hereby added to the Agreement by interlineation, as follows:

2.18 **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 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 C** as 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.

f. Section 2.19 is hereby added to the Agreement by interlineation, as follows:

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 **Attachment D** 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.

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 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.

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 FPI:

FIELDPRINT, INC.

Signature

Anthony D'Orazio, CEO
Printed Name

Date: October 26, 2026

Witness Signature
Print Name: N. Alexander Erlam

Witness Signature
Print Name: Aliciamarie Morrissey

The Following Notarization is Required for Every Agreement Without Regard to Whether the FPI Chose to Use a Secretary's Attestation or Two (2) Witnesses.

STATE OF New Jersey
COUNTY OF Burlington

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this October 26, 2026 (*date*) by Anthony D'Orazio, CEO (*name of officer or agent, title of officer or agent*) of Fieldprint, 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 26th day of October, 2026.

My Commission Expires:

Notary Public Signature

(SEAL)

Victoria M. Deery
Printed Name of Notary

50041857
Notary's Commission No.

VICTORIA M DEERY
NOTARY PUBLIC
STATE OF NEW JERSEY
ID # 50041857
My Commission Expires July 14, 2031

Attachment C

State of Florida Affidavit Regarding the Use of Coercion for Labor and Services

Respondent Vendor Name: Fieldprint, Inc.

Vendor FEIN: 26-3765524

Vendor Authorized Representative Name and Title: Thomas Harrison

Address: 12000 Commerce Parkway

City: Mt. Laurel State: NJ Zip Code: 08054

Phone Number: 888-472-8918 Email Address: tharrison@fieldprint.com

Section 787.06(14), 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: Anthony D'Orazio, CEO Date: 10/26/2026

Attachment D

FOREIGN COUNTRY OF CONCERN ATTESTATION (PUR 1355)

This form must be completed by an officer or representative of an entity submitting a bid, proposal, or reply to, or entering into, renewing, or extending, a contract with a Governmental Entity 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.

Name and Address of Entity: Fieldprint Inc.

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 Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true.

Printed Name: Anthony D'Orazio

Title: CEO

Signature:  Date: 10/26/2026

261014fieldprintcleancopy

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

DATE 10/6/2026

Fieldprint, Inc
Attn: Tom Harrison
1200 Commerce Parkway
Mount Laurel, NJ 08054

Email: tharrison@fieldprint.com
Phone: 877-614-4364 x2192

Subject:	Letter of **Renewal** of the Contract
RFP #:	FY21-014
RFP Title:	Fingerprinting and Background Check Services

Dear Mr. Harrison:

The above-referenced contract expires on 12/31/2026. In accordance with Special Condition 2.3 – Contract Term Section of the RFP, this contract may, by mutual agreement and upon School Board approval, be renewed for an additional year from 1/1/2027 through 12/31/2027. 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 10/9/2026. 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,

Belinda Defoor

Belinda Defoor, BSME, CPP
Purchasing Agent III

VENDOR RESPONSE

10/6/2026
Signature/Date - Authorized Representative

Anthony D'Orazio, CEO
Printed Name - Authorized Representative

Cc: Carletha B. Shaw-Rolle, Task Assigned Administrator, Broward County Schools Police
Michael G. Gregory, Chief Safety & Security Officer

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 #: RFP-FY21-01	**Bid Title:** Fingerprinting and Background Check Services
Purchase Order #:	**Product/Service Provided:** Fingerprinting
Supplier (Company) Name: Fieldprint Inc.	
Contact Name: Suzanne Sorge	**Contact Phone #:** (888) 472 - 8918

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: Carletha Shaw-Rolle	**Title:** Administrator on Task Assignme	**Contact Phone #:** (754) 321 - 0275
School/Department: Broward Schools Police		
Participant's Signature: C Shaw-Rolle	**Date:** 10/8/2026	

Status: ORIGINAL

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

2026-11-10	Regular School Board Meeting
CATEGORY:	O. Operations
DEPARTMENT:	Procurement & Logistics Operations

Agenda Item Number:	O-12.
Consent Item:	Consent
Special Order:	NO
Time for Special Order:	

TITLE:

SS27-070 - Apple Products, Software, and Support

REQUESTED ACTION:

Approve the Agreement between The School Board of Broward County, Florida (SBBC), and Apple Computer, Inc. (Apple), with budget authority in the amount of $3,213,548. 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:

$3,213,548. Purchases will be funded from various approved budgets of District-wide schools and departments, based on available funding and identified needs.

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:	Omar R. Shimn	Phone:	754-321-1990
Name:	Dr. Fabian Cone	Phone:	754-321-2607

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Senior Leader & Title

Dr. Fabian Cone, Chief Academic Officer and Chief Information

Signature

Dr. Fabian Cone, Chief Academic Officer and Chief Information

Electronic Signature
Form $4189 Revised 9/26
HH/JJS

Approved in Open Board Meeting On: November 10, 2026

By: _____
School Board Chair

For more information, please contact:
Name: Dr. Fabian Cone
Title: Chief Information Officer, Task Assigned
Phone: 754-321-2607

EXECUTIVE SUMMARY

SS27-070 - Apple Products, Software, and Support

Board Meeting Date: November 10, 2026

Requested Action:
Approve the Agreement between The School Board of Broward County, Florida (SBBC), and Apple Computer, Inc. (Apple), with budget authority in the amount of $3,213,548.

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 approval of the renewal of the Apple Agreement will allow SBBC to continue to procure personal computers, laptops, iPads, and educational apps for students with existing Apple equipment. The purchases will address the computing device needs related to instructional program areas throughout the District.
If the School Board votes "No"	• SBBC will not be able to continue purchasing Apple products, software, and support under this Agreement, which may limit access to technology and educational applications currently used to support student learning and instructional programs.
Alignment to the 2027 Strategic Goals and Guardrails	• Goal 1: Early Literacy Proficiency • Goal 2: Algebra Proficiency • Goal 3: Science Proficiency • Goal 4: College & Career Readiness
Measurable Outcome(s)/Return on Investment	• Continued access to Apple devices, software, and support to meet the District's instructional and operational technology needs.

Background/History
SBBC is committed to ensuring that all students receive a high-quality education by providing the learning tools necessary for current and future success. Personal computing devices are important tools in supporting teaching, learning, and eLearning throughout the District. Apple devices and applications support instructional programs, including technology solutions for students with disabilities and the Pre-Kindergarten student population.

The District previously utilized FY21-238 – Apple Products, Software, and Support, a Single Source Agreement with Apple Inc., with a contract term from June 15, 2021, through June 1, 2026.
Following the expiration of the previous Agreement, the District is establishing a new Agreement to ensure continued access to Apple products, software, and support for instructional and operational needs.

The new Agreement will be effective upon full execution by both parties through September 30, 2031. Under the Agreement, Apple Products include Apple-branded hardware and software, as well as services, support, training, and configure-to-order products.

Apple has confirmed that it is the sole source provider of Apple Products for private and public K-12 education institutions in the United States, with limited exceptions for certain strategic resellers. Approval of the new Agreement will support the continued use of Apple devices and applications, where appropriate, throughout the District, including technology used to support students with disabilities and Pre-Kindergarten 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:	November 10, 2026, or upon approval by the School Board, through September 30, 2031, with the option to renew for one additional one-year period.
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 Section 6A-1.012(14), F.A.C., The School Board, when acquiring, whether by purchase, lease, lease with option to purchase, rental, or otherwise, information technology as defined in Section 282.0041(20), Florida Statutes, may make any acquisition through competitive solicitations or by direct negotiation and contract with a vendor or supplier, as best fits the needs of the school district as determined by The School Board.

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 requested Agreement establishes spending authority of up to $3,213,548 through September 30, 2031. Purchases will be funded from various approved budgets of District-wide schools and departments, based on available funding and identified needs.
2. Fiscal Year 2026–2027 purchases will be made by individual schools and departments from their available current-year budgets. Future-year purchases are subject to the School Board's annual budget approval.

New/Current Requested Agreement Authority

Agreement Authority Terms	Length of Agreement Terms	Total Agreement Amount
11/10/2026 - 9/30/2031	58 months	$3,213,548

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	7 months	Various budgets of District-wide schools and departments Fund: Assorted	$387,842	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	Various budgets of District-wide schools and departments Fund: Assorted	$664,872
FY29	12 months	Various budgets of District-wide schools and departments Fund: Assorted	$664,872
FY30	12 months	Various budgets of District-wide schools and departments Fund: Assorted	$664,872
FY31	12 months	Various budgets of District-wide schools and departments Fund: Assorted	$664,872

FY32	3 months	Various budgets of District-wide schools and departments Fund: Assorted	$166,218

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	District schools will benefit from continued access to Apple devices, software, applications, and support used for teaching, learning, and eLearning. Apple technology also supports instructional solutions for students with disabilities and the Pre-Kindergarten student population.
School Selection /Prioritization	Purchases will be based on instructional and operational needs identified by schools, departments, and centers. Specific school selection or prioritization criteria are not established under the Agreement.
Community/ Stakeholder Engagement	Not Applicable
End-User Input	Not Applicable
Technology/Capital Expected Lifecycle/Replacement Cycle	Apple products will be purchased based on District technology needs and applicable replacement requirements. Product availability, configurations, and lifecycle will be managed in accordance with the products and services available under the Agreement.

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):	SS27-070	**Preparation Date:**	October 15, 2026
Previous Bid # (Ex: 10-004R):	FY21-238	**Buyer/PA:**	THAIS SOUZA
New Bid Award Total:	$3,213,548	**Bid Title:**	Apple Products, Software & Support
Previous Award Total:	$6,188,600		
Bid Type:	REPLACEMENT BID		
Previous Bid Term (Start Date):	6/15/2021	**New Bid Term (In Months):**	58
Previous Bid Term (End Date):	6/1/2026	**# of Months Into Bid:**	59

SPEND REPORTING	
Purchase Order(s) Spend:	$3,268,954
P Card Purchases:	$0
Total Invoiced-to-Date Amount (PO + Pcard Purchases):	**$3,268,954**
Average Monthly Expenditure:	$55,406
Unused Authorized Spending:	**$2,919,646**
Est. Forecasted Spend (For Entire Bid Term):	

VENDOR INFORMATION			
Awarded Vendors:	**Certification Type:**	**Ethnicity / Gender:**	**Spend:**
106191-APPLE COMPUTER INC	N/A		$ 3,268,954
	PO VENDOR SPEND:		**$ 3,268,954**
	P-CARD SPEND:		**$ -**
	TOTAL SPEND:		**$ 3,268,954**

NOTES (Type Below): The Funding Source for this item is assorted, District-wide department and school 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 Above	**Name** (First & Last)	Maximo Rosario
Fund	See Notes Above	**Title**	Director
Functional Area	See Notes Above	**Department/School Name**	Technology Support Services
Commitment Item	See Notes Above	**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:**	**10/18/2026**

All information included in this summary is based on the preparation date listed above and may change at any time beyond that date.



Apple



(**v05May2026**)

Apple Direct Customer Agreement

This Agreement is entered into by and between Apple Inc., a California corporation located at One Apple Park Way, Cupertino, California 95014 ("**Apple**") and Customer, each of whom agrees to be bound by and comply with all terms and conditions contained in the Agreement.

Customer Legal Name ("**Customer**"): THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

DBA Name: THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Address: 600 SE 3RD AVE FORT LAUDERDALE FL 33301-3125 United States of America

Purpose

Customer wishes to purchase Products from Apple for Customer's own use, and the Parties intend that this Agreement will govern the purchase of such Products in accordance with the terms and conditions set forth below.

1. Definitions

The following terms have the meanings specified below:

"**Agreement**" means, collectively, this Apple Direct Customer Agreement, Apple price lists (including pricing available through any applicable Apple ecommerce store) and any mutually executed amendments or addenda to the Agreement.

"**Apple Product**" or "**Apple Products**" means Services, CTO Products, hardware and software products manufactured, distributed or licensed under an Apple-owned or licensed brand name that Customer has paid to acquire or has properly licensed from Apple for its own use, but excluding any third party software and all other third party products.

"**Apple Confidential Information**" means any and all information in oral or written form that Customer knows or has reason to know is confidential information and that is disclosed in connection with this Agreement or to which Customer may have access in connection with this Agreement, including but not limited to financial information and data, personnel information, information regarding strategic alliances, costs or pricing data, the identities of customers and prospective customers, and any information relating to new product launch, including the release dates and product specifications. Apple Confidential Information shall not include any information that: (i) was rightfully in a Customer's possession prior to disclosure without any obligation to maintain its confidentiality; (ii) was independently developed by Customer without the use of or reference to Apple Confidential Information; or (iii) is now, or hereafter becomes, publicly available other than through disclosure by Customer in breach of this Agreement.

"**Configure-To-Order Product**" or "**CTO Product**" means Products that Apple modifies from its standard configurations and that are available to Customer only by special order.

"**Customer Confidential Information**" means and is limited to information that is: (i) reduced to a tangible form; (ii) independently developed by Customer without the use of or reference to any Apple Confidential Information; and (iii) provided specifically at Apple's request after execution of this Agreement and after execution of an acknowledgment signed by an Apple Sales Director that such information shall be treated as Customer Confidential Information. Customer Confidential Information shall not include any information that: (a) is communicated verbally; (b) was rightfully in Apple's possession prior to disclosure without any obligation to maintain its confidentiality; (c) was independently developed by Apple without the use of Customer Confidential Information; (d) is required to verify Customer's compliance with any provisions of this Agreement; or (e) is now, or hereafter becomes, publicly available other than through disclosure by Apple in breach of this Agreement.

"**Effective Date**" means the date upon which this Agreement is fully executed by authorized representatives of both Parties.

"**Limited Warranty**" means Apple's standard limited warranty that is set forth in the documentation that accompanies any Apple Products purchased under this Agreement.

"**Line of Credit**" means a line of credit established for Customer by Apple in its sole discretion.

"**Party**" means either Apple or Customer and "Parties" means both of them.

"**Products**" mean, collectively, Services, Apple Products and other products that are sold or licensed by Apple to Customer for its own use.

"**Services**" mean, collectively, the standard, price-listed-services, support and/or training products sold under the Apple brand name.

2. Interpretation

In the event of any conflict or inconsistency between the terms of this Agreement and any license terms or terms of use accompanying any Apple Product or otherwise made available by Apple, such license terms and/or terms of use shall control solely as to the use of the Apple Product covered by those terms.

3. Terms and Conditions of Purchase

3.1 Ordering
Customer may order Products from Apple by either: (i) ordering at an Apple Retail Store; (ii) ordering electronically through the online portal managed by Apple; (iii) submitting a purchase order to Apple, as permitted by Apple; or (iv) by any other means communicated by Apple. Customer is solely responsible for all purchase decisions, including but not limited to, ensuring the compatibility and appropriateness of all Products. All purchases of Products under this Agreement shall be made solely for Customer's end use and not for resale. In the event Customer submits orders via an online portal managed by Apple, Customer agrees to Apple's Terms of Use and Privacy Policy located on such online portal. Furthermore, purchases through an online portal may also be subject to an online sales policy. In the event of any inconsistency between this Agreement and the online sales policy, this Agreement will govern.

3.2 Customer's subsidiaries and/or affiliates may not purchase Products from Apple under this Agreement unless Apple has agreed in signed writing with Customer that such subsidiaries and/or affiliates are authorized to purchase Products from Apple pursuant to this Agreement. Such authorization shall be subject to the parent company having provided a guarantee of the debts to Apple of such subsidiaries and/or affiliates and compliance with the obligations of this Agreement by such subsidiaries and/or affiliates. Notwithstanding the foregoing, Apple may require at its sole discretion that the debts to Apple of such subsidiaries and/or affiliates must be included in a parent company guarantee.

3.3 Limited Billing Service Account
Apple will provide Customer a limited billing service account to use when placing service orders such as Customer Installable Parts (CIPs) and mail-in or on-site repairs via the contact center or Apple Retail Stores. Customer may be asked to submit a purchase order when placing a service order. Customer acknowledges that Apple does not provide service CIP or repair pricing on an Apple price list. Apple will quote current service CIP or repair pricing to Customer prior to processing any purchase order, and Customer will have the option to either accept or decline the quoted prices. Apple will not process the purchase order if Customer declines the quoted price, but will process the purchase order under the terms of this Agreement if Customer accepts the quoted pricing.

3.4 Prices and Orders
Customer agrees that Apple may change Product offerings, discounts and pricing at any time and without notice to Customer. Prices include standard freight and insurance using an Apple-selected carrier. Apple does not guarantee that Products will be available at all times during the Term. Apple reserves the right to accept or decline any order, in whole or in part. Apple, in its sole discretion, may cancel any accepted order prior to shipment. Apple may make partial shipments of Customer's orders and will not be liable for any failure to ship complete orders. Customer will be invoiced separately for each partial shipment and will pay each invoice when due, without regard to subsequent deliveries. Apple will allocate its available inventory and make deliveries (including partial shipments) in its sole discretion and without liability to Customer.

3.5 Delivery
3.5.1 Except for U.S. federal government agencies, title and risk of loss to all Products will pass to Customer upon shipment from Apple's shipping location. For Products shipped pursuant to Apple's standard practices, Apple will issue credits or replace Products returned due to damage in transit or that are lost in transit. When Products are not shipped pursuant to Apple's standard practices but instead via a carrier selected by Customer: (i) Apple will not issue credits or replace Products returned due to damage in transit or that are lost in transit and Customer's sole recourse for loss or damage shall be against its own insurer, its selected carrier, and its carrier's insurer; and (ii) Customer shall insure Products for their full replacement value for delivery to Customer until Customer has paid Apple in full for such Products, and shall name Apple as a loss payee on the Customer's policy. For both government and non-government sales, shipping charges for orders shipped under Customer's instructions will be added to Apple's invoice or shipped freight collect, at Apple's option.

3.5.2 For orders picked up by Customer at the Apple Retail Store, risk of loss or damage to Products will pass to Customer upon pick up of the Products from the Apple Retail Store. Title to the Products will pass to Customer when Apple provides notice that the Products are available for pick up from the Apple Retail Store. Customer shall contact the Apple Retail Store for any issues regarding pick up of the Products.

3.5.3 For U.S. federal government agencies only, title and risk of loss to all Products will pass to Customer upon delivery to Customer.

3.6 Payment
3.6.1 Unless Customer qualifies for credit with Apple or except as otherwise approved by Apple, Customer shall pre-pay for all orders placed.

3.6.2 Provided that Customer qualifies for credit with Apple, Customer shall be invoiced upon shipment of Products or performance of Services (as applicable), and payment of such invoice is due no later than thirty (30) days from the invoice date.

3.6.3 Apple may in its sole discretion establish a Line of Credit for Customer. If Apple establishes a Line of Credit it will do so to the extent permitted by law and under the following minimum terms and conditions:



3.6.4 Payment terms for all amounts due from Customer to Apple (including payments for Services) will be net thirty (30) days from the date of Apple's invoice, except as may otherwise be required by Apple in writing. If payment terms are modified to be made on a basis less than net thirty (30) days, then such shortened terms shall become the ordinary course of business and dealing between Apple and Customer. Invoices must be paid in full by direct debit or other electronic payment method agreed between the parties in the currency invoiced without deduction, counterclaim or set off (statutory or otherwise) and in clear funds. If a direct debit is returned unpaid, Apple shall be entitled to place the Customer's account on credit hold until payment is received in full. Overdue amounts shall be subject to an additional interest charge computed daily for each day that the payment is late. The interest charge shall be calculated from a base interest rate ("Base Rate") plus the lesser of four percent (4%) or the maximum amount allowed by applicable law. The Base Rate will be based on any evolving or then-prevailing market convention for determining a benchmark rate in the country of payment at such time. If such rate is not publicly quoted or otherwise reasonably determinable by Apple, then the Base Rate shall be based on the Central Bank policy rate or single consolidated equivalent in the country of payment at such time. If the Base Rate is negative, it shall be deemed zero percent (0%). Notwithstanding the payment terms set out above, interest due from Customer to Apple shall be subject to payment terms of net seven (7) days from the date of Apple's written invoice reflecting the interest due on late payment.

3.6.5 The Line of Credit will limit the aggregate amount of credit that may be extended at any time to Customer for amounts owing to Apple under this Agreement, any other agreement or for any other sales or extensions of credit of any kind by Apple to Customer. The amount of the Line of Credit may be immediately adjusted upwards or downwards at any time, at the discretion of Apple. In exercising its discretion, Apple reserves the right to consider and act upon the following, among other criteria: (i) the profitability and financial well being of Customer; (ii) whether current and accurate financial and business performance information are provided in a timely fashion by Customer; (iii) the amount and likely present value of whatever collateral or credit enhancement has been provided; and (iv) whether Apple will likely be, or has been required to realize upon and liquidate such collateral or credit enhancement.

3.6.6 Apple may, without notice, place sales to Customer on immediate credit hold (i.e., suspend all sales to Customer) whenever the outstanding balance owed by Customer and its subsidiaries and/or affiliates to Apple would exceed the Line of Credit or whenever Customer fails to make payment to Apple in accordance with established terms.

3.6.7 Without prejudice to its right to terminate this Agreement for breach under Section 11, Apple reserves the right to withhold shipment and/or to declare all sums immediately due and payable in the event of a breach by Customer of any of its obligations to Apple (which may include obligations under separate agreements entered into between the Parties), including the failure to comply with any credit terms.

3.6.8 Apple shall have the right to set off any sums owing from Apple to Customer and apply them to any sums (whether or not due) owed by Customer or its affiliates or subsidiaries to Apple or its affiliates or subsidiaries, or alternatively set off any sums (whether or not due) owed by Customer and apply them to any sums owing from Apple to Customer.

3.6.9 Customer will provide to Apple (or an Apple affiliate): (i) audited annual financial statements, including a balance sheet, cash flow and profit and loss statements, as well as auditors' report and notes to financials; (ii) financial statements and similar financial information or reports routinely provided to any other vendor, lender or creditor to support extensions of credit; and (iii) such other financial information as may be reasonably requested by Apple in a format agreed upon by Apple and Customer. If such information is not provided in a timely manner, Apple may suspend all sales to Customer or exercise any other remedies hereunder until such information is provided to Apple.

3.6.10 All applicable local sales or use taxes, duties and other imposts, if any, due on account of purchases hereunder shall be paid by Customer. Proof of tax-exempt status must be on file at Apple's Support Center for any order to be treated as a tax-exempt transaction. Apple will also charge for any fees due from Customer by regulation or statute, including, if applicable, fees due under the California Electronic Waste Recycling Act or similar laws in other states. Apple reserves the right to change its price lists and Customer's credit terms at any time. In addition to Apple's other rights herein, Apple reserves the right, without liability or obligation to Customer, to suspend deliveries due to a payment default.

3.7 Product Returns
Products purchased hereunder shall be subject to Apple's then-current policies for defective and dead-on-arrival (DOA) Products.

3.8 Support
Apple will provide post-sales support for Apple Products as described in the documentation accompanying such Apple Products. Apple will not provide support for any Products other than unmodified Apple Products.

4. Confidentiality

4.1 During the Term and for five (5) years thereafter, Customer will not use Apple Confidential Information except as required to achieve the objectives of this Agreement, or disclose such Apple Confidential Information except to employees or contractors who have a need to know. Customer will not make any disclosure or statement of Apple Confidential Information in connection with the Agreement or its subject matter without Apple's prior, specific written consent. Customer shall not make any public statement regarding any item of Apple Confidential Information, including but not limited to any matter of business between Customer and Apple, or the nature of any contractual relations between Apple and Customer or any third party. Customer may disclose Apple Confidential Information to the extent required by law, provided that it first makes reasonable efforts to give Apple notice of such





requirement prior to any such disclosure and takes reasonable steps to obtain protective treatment of the Apple Confidential Information.

4.2 Apple will not use Customer Confidential Information except as required to achieve the objectives of this Agreement, or disclose such Customer Confidential Information except to employees, agents or contractors who have a need to know or as required by law. Except as otherwise stated herein, Apple will not make any disclosure or statement of such information without the Customer's prior written consent or as required by law.

4.3 Apple agrees to comply with Florida's Public Records Laws, if applicable, and applicable Florida state laws relating to records retention. According to Florida Public Records laws documents submitted by Apple which constitute trade secrets as defined in Florida Statute 812.081 or proprietary confidential business information as set forth in Florida Statute 366.093, and which are stamped as confidential at the time of submission to Customer, are not subject to public access. Apple must make available, upon request of the Customer, a Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives, any purchase orders and invoices (the "records") which are directly pertinent to this specific Agreement for the purpose of making audit, examination, excerpts, and transcriptions. Upon request from the Customer's custodian of public records, provide the Customer with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law. Apple shall retain all records for five (5) years after final payment is made or received and all pending matters are completed pursuant to Title 34, Sections 80.36(b)(1).

IF APPLE 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.

5. Representations and Warranties

5.1 Customer represents and warrants that: (i) it has the right to enter into this Agreement and perform its obligations hereunder; (ii) the terms of this Agreement do not violate and will not cause a breach of the terms of any other agreement to which Customer is a party or by which it is bound; and (iii) all Products purchased will be for Customer's own use in its facilities in the United States and will not be purchased for resale to any other entity or individual.

5.2 Apple Limited Warranty
The sole warranty for an Apple Product purchased hereunder shall be the Limited Warranty. Except for the Limited Warranty, all Apple Products are sold "as is" and without additional warranty or support from Apple. All Products, other than Apple Products, are sold "as is" and without warranty or support from Apple, but may be accompanied by a manufacturer's warranty, as more particularly provided in the warranty documentation that accompanies such Products. Upon Customer's request, Apple will provide a copy of the manufacturer's warranty accompanying Products offered by Apple under this Agreement. Nothing in this Agreement shall be construed as obligating Apple to provide any warranty-related fulfillment or support for any Products, other than Apple Products.

5.3 Disclaimer
5.3.1 EXCEPT FOR THE LIMITED WARRANTY, APPLE MAKES NO WARRANTIES, EITHER EXPRESS OR IMPLIED, WITH RESPECT TO THE PRODUCTS OR SERVICES, AND TO THE MAXIMUM EXTENT PROVIDED BY LAW, APPLE HEREBY DISCLAIMS SUCH WARRANTIES, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

5.3.2 Apple Products are not intended or suitable for use in situations or environments where the failure of such Apple Products, or the failure, time delays of, or errors or inaccuracies in, the content, data or information provided by Apple Products could lead to death, personal injury, or severe physical or environmental damage, including without limitation the operation of nuclear facilities, aircraft navigation or communications systems, air traffic control, life support or weapons systems.

5.3.3. Customer must communicate any license terms, terms of use or safety information accompanying any Apple Product or otherwise made available by Apple, to any of Customer's employees, agents or contractors using the Apple Product, and as required by law.

6. Indemnity

6.1 Provided that Customer promptly notifies Apple in writing, gives Apple sole control over the defense and all related settlement negotiations, and does not compromise or settle any claims then, subject to the terms of this paragraph and the exceptions and limitations set forth below, including but not limited to Section 7.1 and 7.2, Apple will defend any proceeding or action brought by a





third party against Customer to the extent based on a claim that: (i) an Apple Product that Customer has paid to acquire from Apple infringes a U.S. patent, copyright, trademark or misappropriates a U.S. trade secret; or (ii) personal injury or tangible property damage suffered by such third party was caused by Apple's gross negligence or willful misconduct during the performance of Services.

6.2 Notwithstanding the foregoing, Apple shall not be liable or responsible for, or obligated to defend any claims or damages arising out of or related to: (i) modification of any Apple Product; (ii) combination, operation or use of the Apple Product with any other equipment, data, documentation, items or products; (iii) use of Apple Product in a manner or for a purpose, or in a location, for which it was not intended; (iv) import or export of any Apple Product in violation of applicable export control requirements, regulations or laws; (v) use or exportation of any Product(s) into any countries identified on any U.S. Government embargoed countries list; (vi) use of any Apple Product in a manner or for a purpose not authorized under the applicable license terms; (vii) any other products; or (viii) Customer, its employees, agents, affiliates, subsidiaries or subcontractor's negligent acts or omissions.

6.3 Customer shall promptly notify Apple, in writing, of any claim, demand, proceeding or suit of which Customer becomes aware which may give rise to a right of defense under Section 6.1 ("Claim"). Notice of any Claim that is a legal proceeding, by suit or otherwise, must be provided to Apple within thirty (30) days of Customer's first learning of such proceeding. Notice must be in writing and include an offer to tender the defense of the Claim to Apple. Apple, if it accepts such tender, may take over sole control of the defense of the Claim. That control includes the right to take any and all actions deemed appropriate by Apple in its sole discretion to resolve the Claim by settlement or compromise. Upon Apple's acceptance of tender, Customer will cooperate with Apple with respect to such defense and settlement. If a Claim is settled and to the extent permitted by law, neither Party will publicize the settlement and will make every effort to ensure the settlement agreement contains a non-disclosure provision.

6.4 In the event of a Claim, Apple may at its sole option (but shall not be obligated to): (i) procure for Customer the right to continue use of the applicable Apple Product(s); (ii) replace the applicable Apple Product(s); (iii) modify the applicable Apple Product(s); or (iv) refund the amount paid by Customer to Apple for the applicable Apple Product, less depreciation. THE FOREGOING CONSTITUTES CUSTOMER'S SOLE AND EXCLUSIVE REMEDY AND APPLE'S ENTIRE LIABILITY FOR ANY CLAIMS ARISING OUT OF THIS SECTION 6.

7. Limitation of Liability

7.1 Apple's maximum aggregate liability (including any liability for the acts or omissions of Apple's employees, agents and sub-contractors) for any and all claims of any kind arising out of or in connection with the Agreement, whether in contract, warranty, tort (including negligence), misrepresentation, strict liability, statute, or otherwise, shall not exceed three hundred thousand dollars ($300,000).

7.2 IN NO EVENT, WHETHER AS A RESULT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), MISREPRESENTATION, STRICT LIABILITY, STATUTE OR OTHERWISE, SHALL APPLE BE LIABLE FOR ANY LOSS OF PROFIT OR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL, INDIRECT LOSSES (INCLUDING LOSS OF DATA, INTERRUPTION IN USE, UNAVAILABILITY OF DATA, UNAVAILABILITY OR INTERRUPTION IN AVAILABILITY OF APPLE PRODUCTS, OR OTHER ECONOMIC ADVANTAGE) OR FOR PUNITIVE OR EXEMPLARY DAMAGES.

7.3 THE PARTIES AGREE THAT THE TERMS OF THE AGREEMENT, INCLUDING THOSE CONCERNING WARRANTIES, INDEMNITY AND LIMITATIONS OF LIABILITY, REPRESENT A FAIR ALLOCATION OF RISK BETWEEN THE PARTIES WITHOUT WHICH THEY WOULD NOT HAVE ENTERED INTO THIS AGREEMENT. LIABILITY FOR DAMAGES WILL BE LIMITED AND EXCLUDED, EVEN IF ANY EXCLUSIVE REMEDY PROVIDED FOR IN THE AGREEMENT FAILS OF ITS ESSENTIAL PURPOSE. THE REMEDIES SET FORTH IN THIS AGREEMENT WILL BE CUSTOMER'S SOLE AND EXCLUSIVE REMEDIES FOR ANY CLAIM MADE AGAINST APPLE.

8. Ownership

8.1 Use of Name
Neither Party shall use the other's name, logo, trademarks or service marks in any advertising, communications or publications without the other Party's prior written consent.

8.2 Software
Customer acknowledges that Products often contain not only hardware but also software, including but not limited to, operating systems and applications. Such software may be included in ROMs or other semiconductor chips embedded in hardware, or it may be contained separately on disks or on other media. Such software is proprietary, is copyrighted, and may also contain valuable trade secrets and is protected by patents. Customer, as an end user, is licensed to use any software contained in such Products, subject to: (i) the terms of the license accompanying the Products, if any; (ii) the associated patent, trademark, copyright, and other intellectual property; and (iii) compliance with federal and state laws of the United States.

8.3 Restrictions
Unless Customer has obtained Apple's prior written consent, Customer, in addition to any obligations or restrictions set forth in any license, which may accompany a Product, shall not copy the software. Customer shall not disassemble, decompile, reverse engineer, copy, modify, create derivative works thereof or otherwise change any of the software in any form.

9. HIPAA



Customer shall not use the Apple Products, iCloud Storage APIs and iCloud service, or any component or function thereof: (i) in any way that would involve Apple creating, receiving, maintaining or transmitting protected health information (as defined at 45 C.F.R § 160.103); or (ii) in any manner that would make Apple or any other third-party distributor, supplier or provider of those technologies a business associate, as defined under the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations ("HIPAA") at 45 C.F.R. § 160.103, of the Customer or any third party. For the avoidance of doubt, the Parties agree that nothing in this Section shall prohibit Customer from using Apple hardware products; provided, however, that Customer ensures that any such use of Apple hardware products does not involve Apple creating, receiving, maintaining or transmitting protected health information. Customer agrees to be solely responsible for complying with any reporting requirements under law or contract arising from Customer's breach of this Section and to reimburse Apple for any losses incurred by Apple relating to those reporting obligations.

10. Export Compliance

This Agreement is subject to all laws, regulations, orders or other limitations on the export and re-export of commodities, technical data and software. Customer agrees that it will not export, re-export, resell or transfer any export-controlled commodity, technical data or software: (i) in violation of such limitations imposed by the United States or any other appropriate national government authority; (ii) to any country for which an export license or other governmental approval is required at the time of export, without first obtaining all necessary licenses and approvals, at Customer's sole cost and expense; (iii) to any country or national or resident of a country to which trade is embargoed by the United States, or any other relevant national authority; (iv) to any person or firm on any relevant government agency restricted party lists, (examples: United Nations Sanctions list, United States Denial Lists, Office of Foreign Assets Control Specially Designated Nationals List, etc.); or (v) for use in, or to an entity that might engage in, any sensitive nuclear, chemical or biological weapons, or missile technology end-uses unless authorized by the United States Government, and any other relevant government agency by regulation or specific license.

11. Term and Termination

11.1 Term
Unless terminated earlier as provided in this Agreement, the initial term of this Agreement shall be from the Effective Date until September 30, 2031 ("**Initial Term**"). This Agreement may be renewed for an additional one (1) year term ("**Renewal Term**")upon mutual written agreement of the Parties. Such mutual written agreement shall take the form of an amendment to the Agreement. The Initial Term and Renewal Term are referred to as the "**Term**".

11.2 Termination for Convenience
This Agreement may be terminated by either Party at any time without cause (i.e., for any or no reason), on thirty (30) days' written notice to the other Party.

11.3 Termination for Cause
Apple may immediately terminate this Agreement and any other existing agreement with Customer if: (i) Customer fails to fully perform any obligation under the Agreement; (ii) Customer commits a criminal offence, engages in fraud or any unlawful or unfair business practice; (iii) there is a material change in or transfer of Customer's management, ownership, control or business operations, or Customer becomes affiliated, through common management, ownership, or control, with any person or entity that is unacceptable to Apple; or (iv) Customer's actions expose or threaten to expose Apple to any liability, obligation, or violation of law.

11.4 Effect of Notice of Termination
If either Party gives notice of termination of the Agreement according to Section 11: (i) all unpaid invoices issued by Apple will be accelerated and become immediately due and payable on the effective date of termination; and (ii) Customer will cease placing new orders for Products from Apple on the effective date of termination.

11.5 Survival
All defined terms and the following Sections of this Agreement shall survive expiration or any termination of the Agreement: 3.6 (Payment); 4 (Confidentiality); 5 (Representations and Warranties); 6 (Indemnity); 7 (Limitation of Liability); 9 (HIPAA); 10 (Export Compliance); 11.4 (Effect of Notice of Termination); 11.5 (Survival); 12 (General Terms); and any other Sections that by their nature would reasonably be expected to survive expiration or termination.

12. General Terms

12.1 Governing Law
If Customer is a public agency or institution, this Agreement will be governed by the laws of the state where Customer is located. If Customer is a federal government agency, this Agreement will be governed and interpreted in accordance with applicable federal law. If Customer is a private or corporate entity, this Agreement will be governed by the laws of the State of Delaware, without regard to its conflict of laws provisions, and in the event of any action between the Parties, venue shall be in either the United States District Court for the Northern District of California or the Superior Court of California, County of Santa Clara, as applicable.

12.2 Notice under the Agreement
Notices under the Agreement may be given as follows:

12.2.1 Any notice under this Agreement must be in writing and will be deemed given upon the earlier of actual receipt or ten (10) days after being sent by courier, return receipt requested, to the address stated below for Apple and to the address designated in this Agreement by Customer for receipt of notices, or as may be provided by the Parties.

Apple Inc.
U.S. Contracts Operations
One Apple Park Way, M/S 183-LGS
Cupertino, California 95014

12.2.2 Either Party may give notice of its change of address for receipt of notices in any of the following manners: (i) in accordance with Section 12.2.1; (ii) by email to the address provided by the Party; or (iii) as otherwise authorized by Apple.

12.3 Assignment by Apple
Customer may not assign this Agreement or any of its rights or duties without Apple's prior written consent. Any non-compliant assignment by Customer shall be null and void. Apple may assign this Agreement, in whole or in part, in Apple's sole and absolute discretion, to any affiliate of or successor in interest to Apple, without the consent of Customer.

12.4 Modifications
Except as otherwise provided in this Agreement, no modification to this Agreement will be binding unless in writing and signed by an authorized representative of each Party.

12.5 Entire Agreement
Apple and Customer acknowledge that the Agreement supersedes and extinguishes all previous agreements and representations (whether oral or written), between or on behalf of the Parties with respect to its subject matter. The Agreement contains all of Apple's and Customer's agreements, warranties, understandings, conditions, covenants, promises and representations with respect to its subject matter. Apple and Customer acknowledge and agree that they have not relied on any other agreements, warranties, understandings, conditions, covenants, promises or representations in entering into this Agreement. Neither Apple nor Customer will be liable for any agreements, warranties, understandings, conditions, covenants, promises or representations not expressly stated or referenced in this Agreement. Any provisions in purchase orders, invoices or other documents or statements from Customer including but not limited to those that purport to alter the Agreement are unenforceable.

12.6 No Reliance
Apple and Customer each acknowledge and agree that, in entering into the Agreement, they have not relied on and will not be liable for any agreements, warranties, understandings, conditions, covenants, representations or promises other than those expressly stated or referenced in the Agreement. The parties acknowledge and understand that all terms of the Agreement are enforceable as written, and that Apple and Customer intend to enforce and comply with all written terms of the Agreement. Customer hereby acknowledges and agrees that it will be bound by all the terms in the Agreement, notwithstanding any prior or subsequent agreement, warranty, understanding, condition, covenant, representation or promise suggesting otherwise.

12.7 Severability
If a court of competent jurisdiction holds that any provision of this Agreement is invalid or unenforceable, the remaining portions of this Agreement will remain in full force and effect, and this Agreement will be adjusted if possible so as to give maximum effect to the original intent and economic effect of the Parties.

12.8 Waivers
A Party's waiver of any breach by the other Party or failure to enforce a remedy will not be considered a waiver of subsequent breaches of the same or of a different kind.

12.9 Force Majeure
Neither Party will be liable for delay or failure to fulfill its obligations under this Agreement, other than payment obligations, to the extent such delay or failure is due to unforeseen circumstances or causes beyond the Party's reasonable control, including, but not limited to, acts of God, war, riot, pandemic, embargoes, acts of civil or military authorities, acts of terrorism or sabotage, fire, flood, accident, strikes, inability to secure transportation, failure of communications networks, (a "**Force Majeure**"), provided such Party promptly notifies the other Party and uses reasonable efforts to correct such failure or delay in its performance. Customer may cancel any order delayed by more than thirty (30) days from the scheduled ship date due to a Force Majeure.

12.10 Headings and Construction
Paragraph headings are for reference only and will not affect the meaning or interpretation of this Agreement. Wherever the singular is used, it includes the plural, and wherever the plural is used, it includes the singular.

12.11 Signature Authorization and Electronic Signature
Each Party represents that the person signing this Agreement certifies that he or she has authority to contractually bind Customer to the terms and conditions of this Agreement. The Parties agree that this Agreement or any related documents may be accepted by electronic signature, which shall be accepted in lieu of a handwritten signature with full force and effect.

12.12 Counterparts
This Agreement may be executed in one or more counterparts, each of which when so executed shall be deemed to be an original and shall have the same force and effect as an original. Such counterparts together shall constitute one and the same instrument.

12.13 Additional Eligible Purchasers
(i) Eligible Purchasers include the Customer and any school districts and their public or private not-for-profit school systems, state universities and colleges, and community, vocational and technical colleges, state, county or city agency or department (including fire departments and libraries), special district, port authority, municipality, township, or Native American reservation in the state that Customer is located ("Eligible Purchasers"). Products purchased shall be for each of the Eligible Purchaser's own use in the United States and shall not be purchased for the purpose of resale to another entity or individual. Apple reserves complete discretion in making eligibility determinations.

(ii) The Customer shall be responsible and be liable only for purchases made directly by it on its own purchase orders and shall not be liable for any purchases made by or acts of any other Eligible Purchasers purchasing under this Agreement. Eligible Purchasers shall be responsible and liable for purchases made by or acts of the Eligible Purchaser subject to the terms and conditions of this Agreement and shall not be liable for any purchases made by or acts of any other Eligible Purchasers purchasing under this Agreement.

(iii) By placing orders hereunder, Eligible Purchaser acknowledges and agrees to be bound by the terms and conditions of this Agreement and shall be deemed a "Customer" under the terms of the Agreement.

The duly authorized representatives of the Parties execute this Agreement as of the dates stated below.

Customer	Apple Inc.
SIGNATURE:	SIGNATURE:
PRINT NAME: Sarah Leonardi	PRINT NAME: Nick Moyer
PRINT TITLE: Board Chair, The School Board of Broward County, Florida	PRINT TITLE: Finance Director
DATE:	DATE: 10/14/26
	DEPARTMENT: Finance

Approved as to Form and Legal Content:

V Balkanski Digitally signed by V Balkanski Date: 2026.10.15 11:13:51 -04'00'

Office of the General Counsel

AFFIDAVIT REGARDING THE USE OF COERCION FOR LABOR AND SERVICES

MUST BE COMPLETED BY ALL PROPOSERS

Respondent Vendor Name:__**Apple Inc**._____

Vendor FEIN:___ **94-2404110**_____

Vendor's Authorized Representative Name and Title:_____**US Bids Project Manager**

_____

Address:__**One Apple Park Way**_____

City:_____**Cupertino**_____ State: _**CA**_____ ZIP Code: _**95014**_____

Phone Number:_800-800-2775_____

Email Address:___**bids@apple.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 and officer or representative of the nongovernmental entity under penalty of perjury that the nongovernmental entity does not use coercion for labor on services as defined I that statute. **The School Board of Broward County, Florida** is a governmental entity for purposes of this 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 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 define,
- 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 1 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:_____**US Bids Project Manager**_____

Date:_____8/21/26_____

AFFIDAVIT REGARDING E-VERIFY

MUST BE COMPLETED BY ALL PROPOSERS

Respondent Vendor Name:__**Apple Inc.**_____

Vendor FEIN:___ **94-2404110**_____

Vendor's Authorized Representative Name and Title:_____**US Bids Project Manager**

_____

Address:__**One Apple Park Way**_____

City:_____**Cupertino**_____ State: _**CA**_____ ZIP Code: _**95014**_____

Phone Number:_800-800-2775_____

Email Address:___**bids@apple.com**_____

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. 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.

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:_____**US Bids Project**

Manager_____

Date:_____08/19/26_____

FOREIGN COUNTRY OF CONCERN ATTESTATION
(PUR 1355)

This form must be completed by an officer or representative of an entity submitting a bid, proposal, or reply to, or entering into, renewing, or extending, a contract with a Governmental Entity 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.

Apple, Inc., a for-profit corporation of the State of California whose principal address is One Apple Park Way, Cupertino, CA 95014:

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 Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true.

Printed Name: Heather Jones

Title: US Bids Project Manager

Signature:  Date: 10/6/26

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA ("SBBC")
SCRUTINIZED COMPANIES LIST CERTIFICATION

This certification form must be completed and submitted prior to contract award or execution.

The vendor, by virtue of the signature below, certifies that:

1. VENDOR and its owners or principals are aware of the requirements of Section 287.135, Florida Statutes;

2. VENDOR is not on the Scrutinized Companies that Boycott Israel List (Section 215.4725, Florida Statutes), and is not engaged in a boycott of Israel;

3. VENDOR is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in Iran Terrorism Sectors List (Section 215.473, Florida Statutes).

5. VENDOR is not engaged in business operations in Cuba or Syra.

6. If awarded the contract, VENDOR, owners, or principals will immediately notify SBBC in writing if VENDOR or any of its principals are placed on any of the aforementioned lists.

The undersigned represents and warrants that they are authorized to execute this certification on behalf of the VENDOR listed below.

Under penalties of perjury, I declare that I have read the foregoing certification and that the facts stated in it are true.

Apple Inc.
(VENDOR name)


(Authorized Signature)

Heather Jones, US Bids Project Manager
(Print Name and Title)

Status: ORIGINAL

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

2026-11-10	Regular School Board Meeting
CATEGORY:	S. Schools (Learning Communities)
DEPARTMENT:	Schools (Learning Communities)

Agenda Item Number:	S-1.
Consent Item:	Consent
Special Order:	NO
Time for Special Order:	

TITLE:

Agreement between the City of Coral Springs and The School Board of Broward County, Florida (for Coral Glades High School)

REQUESTED ACTION:

Approve the agreement between the City of Coral Springs and The School Board of Broward County, Florida (for Coral Glades High School). District 4

RATIONALE:

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

EXHIBITS:

- Executive Summary
- Agreement

FINANCIAL IMPACT:

Approval of this rental contract will result in an expense of $18,795.00 from the School General Fund in FY 27.

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:	Dr. Angela R. Fulton	Phone:	754-321-2100
Name:	Alan Strauss	Phone:	754-321-3600

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Senior Leader & Title

Dr. Angela R. Fulton, Deputy Superintendent

Signature

Dr. Angela R. Fulton, Deputy Superintendent Oct 23, 2026

Electronic Signature

Form $4189 Revised 9/26

HH/JJS

Approved in Open Board Meeting On: November 10, 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 between the City of Coral Springs and The School Board of Broward County, Florida (for Coral Glades High School)

Board Meeting Date: November 10, 2026

Requested Action:
Approve the agreement between the City of Coral Springs and The School Board of Broward County, Florida (for Coral Glades High 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: District 4	
School Board Policy Requirement	• N/A
Statutory Requirement	• N/A
If the School Board votes "Yes"	• Coral Glades High School will be able to host their Band/Orchestra Holiday Concert on December 2, 2026, Chorus Holiday Concert on December 3, 2026, Dance Showcase on March 18, 2027, Chorus Spring Concert on April 22, 2027, Band Concert on May 5, 2027.
If the School Board votes "No"	• Coral Glades High School does not have an auditorium or a comparable on-campus venue for concerts and similar performances. Without approval of this action, the school will be unable to hold its Band/Orchestra/Chorus concerts and Dance showcase.
Alignment to the 2027 Strategic Goals and Guardrails	• This item aligns to Student-focused outcomes through Guardrails 2: Equity. This item allows an equitable venue for Coral Glades High School to have their student performances.
Measurable Outcome(s)/Return on Investment	N/A

Background/History
Coral Glades High School was built in 2005 without an auditorium. Since then, the school has rented this facility annually to host its performances. The rental cost is $18,794.05 and would be paid from the school's general fund. The agreement includes security, a technical director, a stagehand, house staff, and cleaning services.

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:	Date of Award through May 15, 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:
Financial Impact: Approval of this rental contract will result in an expense of $18,795.00 from the School General Fund in FY 27.
Budget Availability: Sufficient funds are available in the existing budget, and no ongoing financial obligations are anticipated.

New / Current Requested Agreement Authority

Agreement Authority Terms	Length of Agreement Terms	Total Agreement Amount
12/2/26 - 5/5/27	6 months	$18,795.00

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	6 months	School General Fund	$18,795.00	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	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: Agreement

City of Coral Springs, Florida

Coral Springs Center for the Arts

Contract for Use of Facilities

954-344-5999 *J* 954-344-5980 (f)

This Agreement, dated, by and between the City of Coral Springs (hereinafter referred to as "CITY") and:

The School Board of Broward County, Florida (for Coral Glades High School)
(Hereinafter referred to as "TENANT" or "RENTER")

Is for the use of the Coral Springs Center of the Arts located at 2855 Coral Springs Drive, for the exclusive purpose of the events listed on Exhibit "A", attached hereto and incorporated herein (hereinafter referred to as "EVENT"). CITY and TENANT mutually agree to:

Coral Glades HS Band & Orchestra Holiday Concert // December 2, 2026
Coral Glades HS Chorus Holiday Concert // December 3, 2026
Coral Glades HS Dance Showcase // March 18, 2027
Coral Glades HS Chorus Spring Concert // April 22, 2027
Coral Glades HS Band Spring Concert // May 5, 2027

I. FEES

I.I A non-refundable/nontransferable deposit in the amounts indicated on Exhibit "A," attached hereto and incorporated herein, must be returned with this signed contract, in the form of a certified check, cashier's check or money order. No ticket sales for events are permitted until this fully executed contract and the non-refundable/nontransferable deposit is received by CITY. TENANT agrees to make additional deposit(s) with CITY on written notice by CITY to TENANT to the address on this Agreement, in the event that Box Office Receipts for EVENT are less than the estimated license, personnel and equipment fees ten (10) days prior to EVENT. In the event this is a ticketed event, CITY have exclusive rights to sell and provide Box Office Services as part of this contract.

1.2 For licensing of the Premises, above, TENANT agrees to pay CITY the amounts indicated in Exhibit "A".

1.3 All fees set forth in paragraphs 1.4 are estimates only. Final billing for labor and equipment will be made during settlement.

1.4 Attached hereto as Exhibit "A" are the estimated costs, based upon the CITY's approved fee schedule. A 7% sales tax is added, if applicable. TENANT must furnish certificate of tax exemption to CITY three (3) days prior to the first date of EVENT, or three (3) days prior to on-sale date of tickets.

1.5 Time is of the essence in the payment of all fees and the failure to pay fees, as provided for herein or in Exhibit "A" shall result in termination of TENANT's access to the premises.

2. **BOX OFFICE**

2.1 TENANT must comply with all policies as delineated in the CITY Box Office Procedures Manual.

2.2 TENANT must sell all tickets through the CITY Box Office exclusively, including all outside and phone sales.

2.3 House scaling must be approved by CITY staff prior *to* posting. Scaling will cost the amount provided for in Exhibit "A".

2.4 For any event, the total number of participants may not exceed the maximum legal occupancy rates of the facility. (Currently l,471 persons.)

2.5 CITY shall remain in complete control of Box Office facilities, equipment and personnel at all times. Access to the Box Office is restricted to CITY employees.

2.6 (not used)

2.7 All gross ticket receipts shall remain under the control of the CITY Box Office until the final settlement is made. All such monies shall be the rightful property of CITY for the purpose of applying said funds in accordance with this Agreement.

2.8 All tickets or any other admission documents will be produced by the CITY Box Office exclusively. TENANT agrees not to produce, purchase, distribute or issue any ticket or other admission documents of any type whatsoever, including, but not limited to, tickets, passes, backstage passes, parking permits, or complimentary admissions, without express, written permission of CITY.

2.9 TENANT complimentary tickets shall be counted for ticket printing charges and depreciation surcharges.

2.10 Ticket stock and printing shall be arranged by the CITY Box Office.

2.11 CITY reserves the right to have and use, without charge, a minimum of twenty (20) reserved seats, located in the orchestra seating section.

2.12 CITY retains the right to make determination of ticket refunds for cause, in keeping with CITY's policy of retaining public faith. This shall include, but not be limited to, seats blocked by equipment, failure of EVENT to occur within a reasonable time, cancellation or rescheduling of EVENT.

3. **EVENT SERVICES, FACILITIES AND EQUIPMENT**

3.1 CITY agrees to furnish, at no additional charge to TENANT, general lighting from permanent fixtures, existing outlets and equipment in the facilities specified, such as air conditioning, electrical and water for normal use. Failure to furnish any of the preceding,

resulting from circumstances beyond the control of CITY (as determined in CITY sole discretion) shall not be considered a breach of contract.

3.2 TENANT must arrange a production meeting with CITY staff no later than fourteen (14) calendar days prior to EVENT to finalize all facility, equipment and labor requirements. No other services or equipment will be available other than discussed at this meeting. TENANT's failure to arrange this meeting or to attend will limit available services and equipment to those provided in this Agreement as determined by CITY.

3.3 For all programs lasting one hour or more (except for religious services), an intermission of not less than 15 minutes must be held, subject to modification by CITY when necessary to meet unusual conditions. CITY's House Manager will determine the time for opening the theatre doors prior to EVENT.

3.4 CITY and its officers, agents and employees engaged in the operation and maintenance of the Coral Springs Center for the Arts reserve the right to enter upon and have free access to said premises at all times.

3.5 CITY reserves the right to cancel, interrupt or terminate EVENT in the interest of public safety if, in the sole judgement of CITY, such interruption or termination is warranted. CITY reserves the right to cancel EVENT if circumstances beyond the control of CITY make such action necessary, by providing written notice to TENANT prior to event.

3.6 In the event that TENANT cancels EVENT for any reason, CITY will charge TENANT for costs incurred by and related to the cancellation and lost fees calculated based on such fees as would have been earned had the Event concluded its full run.

4. CONCESSIONS

4.1 CITY specifically reserves any and all concessions and catering services including, without limitation, food, beverages (including alcohol), confections, candies, ice cream, CD's, tapes, programs, T-shirts and other merchandise. Except as set forth herein no outside catering or concessions shall be allowed.

4.2 With express, written permission, TENANT may contract with an outside vendor for furnishing merchandise. CITY shall receive 25% of gross receipts after sales tax, which will include all monies paid or payable. Cash shortages, bad debts, other taxes of any kind except sales and use, returned checks and charges from returned checks are not to be deducted from gross receipts.

5. DAMAGE

TENANT agrees to assume full responsibility for and to pay all costs associated with repair and replacement of equipment or facilities damaged during EVENT, regardless of nature or cause. Estimated damage restitution may be deducted from settlement at the discretion of CITY.

6. SETTLEMENT

6.1 Settlement of Tenant's account shall occur within five (5) business days after conclusion of the last day of the EVENT.

6.2 The amount due to CITY or payable to TENANT at settlement shall be calculated as follows:

a. Room Rental Costs +Tax+ Staffing Costs+ Fees + Additional Costs under this Agreement ("Amount Due");
b. The sum of the above shall then be subtracted from the TENANT's deposit and Gross Ticket Sales ("Amount Owed").

In the event that the Amount Owed exceeds the Amount Due, CITY shall pay to TENANT the Amount Owed within (30) calendar days of settlement.

6.3 In the event that the Amount Owed does not exceed the Amount Due, TENANT shall pay to CITY the balance remaining on the Amount Due within thirty (30) calendar days of settlement.

7. INSURANCE AND INDEMNIFICATION

7.1 TENANT shall furnish CITY with a self-insured letter as evidence of a fully funded self-insured program administered by a third party. TENANT's workers' compensation program operates in compliance with, and under the authority of Chapter 440, Florida Statutes, and is a fully self-funded, self-insured, and self-administered program. This documentation shall be provided to CITY no later than ten (10) days prior to EVENT.

7.2 TENANT hold CITY harmless from any and all damages, losses or liabilities arising from any act, omission, neglect, or wrongdoing of the TENANT or any of its officers, agents, representatives, employees, guests, invitees, patrons or persons contracting with the TENANT.

7.3 Nothing contained in this Agreement shall be deemed as consent to be sued by any third party.

7.4 Nothing contained in this Agreement shall be a waiver of sovereign immunity or the limits provided for in Section 768.28, *Florida Statutes,* by either party.

8. MISCELLANEOUS

8.1 Advertising -- TENANT must provide CITY Marketing staff with copies of all marketing related materials at least three days prior to such being scheduled to be distributed, printed, published or broadcast for CITY's pre-approval. In the event any marketing material is rejected, it shall not be distributed, printed, published or broadcast or otherwise released in the public domain. All advertising for EVENT must include: the complete name and address (Coral Springs Center for the Arts, 2855 Coral Springs Drive, Coral Springs, Florida, 33065), the Box Office phone number (954-344-5990), and the phrase "A City of Coral Springs managed facility". TENANT will provide CITY with a public contact telephone number for questions concerning EVENT.

8.2 Marquee -- CITY reserves the right to determine what may or may not be posted on the exterior marquee located on Coral Springs Drive. There is no implied agreement to announce EVENT or other information. Requests for use of the marquee, if approved by CITY, are subject to a user fee defined in the Center for the Arts Fees and Charges.

8.3 Announcements -- CITY reserves the right to request announcements during intermission which would relate to future attractions. CITY is also entitled to make such announcements, as it may deem necessary at any time in the interest of the safety and comfort of patrons or guests.

8.4 Assignation of Rights --TENANT shall not assign this Agreement or any rights hereunder nor sublet said premises without the prior written consent of CITY, which may be withheld in its sole discretion for any or no reason.

8.5 Broadcast Rights -- CITY reserves all radio and television broadcast rights, with no exceptions unless specified in writing.

8.6 Copyrights -- TENANT will assume all cost arising from the use of patented, trademarked, franchised or copyrighted music, materials, devices, processes or dramatic rights or intellectual properties used on or incorporated in EVENT. TENANT agrees to indemnify, defend and hold harmless CITY from any claims or costs, including legal fees, which might arise from question of use of any such material described above.

8.7 Removal of Property-- If premises are not vacated by TENANT upon the time specified in this Agreement, then CITY is authorized to immediately remove from the facility, at the expense of the TENANT, all goods, wares, merchandise, equipment, materials and other property of any kind placed by the TENANT. CITY will not be liable for any damages or loss relating to removal of such property.

8.8 Compliance -- TENANT shall use and occupy premises in a safe and careful manner and shall comply with all laws, rules, regulations, codes and ordinances of the City of Coral Springs, the State of Florida, the United States and the President of CITY. Premises shall not be used for any unlawful or immoral purpose or in any manner, which causes damage to any part of the facility. TENANT agrees to provide, at its expense, all necessary licenses and permits required in accordance with law for use of the premises.

8.9 Unavoidable Happening -- In the event that the premises are damaged or destroyed b fire or other cause, without fault of the TENANT, so as to prevent use of the licensed facilities for the purpose and during the time of EVENT, this agreement shall terminate. In such an event, CITY shall be paid for all services rendered prior to such destruction or damage.

8.10 Management Discretion -- Any decision affecting any matter not herein expressly provided for shall rest solely within the discretion of CITY's management.

8.11 Objectionable Persons -- CITY reserves the right to eject or cause to be ejected from the premises any person or persons committing objectionable acts, and neither CITY nor any of its

officers, agents or employees shall be liable to the TENANT for any damages resulting from the exercise of CITY's right.

8.12 Civil Rights -- The TENANT agrees not to discriminate against any employee or applicant for employment because of race, gender, sexual orientation, religion or nationality and further agrees to likewise not discriminate for those same reasons relative to admissions, services or privileges offered to or enjoyed by the general public.

8.13 When any party desires 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 the paragraph. For the present, the parties designate the following as the respective place for giving notice:

To CITY:	City of Coral Springs 2855 Coral Springs Drive Coral Springs, FL 33065
To TENANT:	Superintendent of Schools The School Board of Broward County, Florida 600 Southeast Third Avenue Fort Lauderdale, Florida 33301
With a Copy to:	Office of the General Counsel The School Board of Broward County, Florida 600 Southeast Third Avenue Fort Lauderdale, Florida 33301
With a Copy to:	Dr. Mark Kaplan, Principal Coral Glades High School 2700 Sportsplex Drive Coral Springs, Florida 33065

9. **ENTIRE AGREEMENT**

9.1 This Agreement, including any addendum attached or referred to, contains the entire understanding of the parties and there are no other agreements or understandings, written or oral, with respect to this license agreement and this agreement may not be changed or altered, except in writing and signed by both parties. ns and Schedule of Rental Fees and Charges.

In Witness Whereof, the parties have executed this instrument or caused it to be executed by their representative duly authorized as of the date first mentioned.

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:

Virginia Balkanski, Esq.
Digitally signed by Virginia Balkanski, Esq.
Date: 2026.10.21 13:03:21 -04'00'

_____
Office of the General Counsel

[INTENTIONALLY BLANK; SIGNATURE PAGE FOLLOWS]

FOR CITY:

(Corporate Seal)

CITY OF CORAL SPRINGS

Signature: Meera Hammad

Print Name: Meera Hammad

Title: General Manager

Date: 10.21.2026

_____
Corporate Secretary Signature

-OR-

_____
Witness Signature

_____
Print Name

-AND-

_____
Witness Signature

_____
Print Name

[INTENTIONALLY BLANK; EXHIBIT A FOLLOWS]

RENTER: The School Board of Broward County, Florida (for Coral Glades HS) Band/Orchestra Holiday concert - Mutually Agreeable

The Center - Coral Springs Center for the Arts (The Center - Coral Springs Center for the Arts)

2855 Coral Springs Drive
Coral Springs, Florida 33065 United States

Rental Agreement	
Total Cost	$3,758.81
Renter Owes Venue	**$3,758.81**

Event Details	
Agreement Sent	September 20, 2026

Fixed Expenses	$3,758.81

General > Staffing	Total
Front of House Staff	$400.00
Security Service - Guardian min. 3 guards / 5 hr min.	$525.00
Stagehands	$2,039.81
Cleaning	$794.00
Totals	**$3,758.81**

Holds	
H1 December 2, 2026	

Contacts			
John Luffred	Choral Sirector	john.luffred@browardschools.com	(754) 322-1250
Meera Paul-Hammad	The Center General Manager	mhammad@coralsprings.gov	(954) 344-5984
Devin Iovelli	Event Coordinator	diovelli@coralsprings.gov	(954) 344-5993
Dr. Mark Kaplan	Principal		
Meera Paul		mpaul@coralsprings.org	

It is confirmed that we have read, understood and approve of the terms and conditions set forth in this rental agreement.

Name, Relationship to Renter	Name, Relationship to Venue
Dr. Mark Kaplan	
Email, Phone	Email, Phone
Signature, Date	Signature, Date

EXHIBIT A

RENTER: The School Board of Broward County, Florida (for Coral Glades HS) Chorus Holiday concert - Mutually Agreeable

The Center - Coral Springs Center for the Arts (The Center - Coral Springs Center for the Arts)

2855 Coral Springs Drive
Coral Springs, Florida 33065 United States

Rental Agreement	
Total Cost	$3,758.81
Renter Owes Venue	**$3,758.81**

Event Details	
Agreement Sent	September 20, 2026

Fixed Expenses		
		$3,758.81

General > Staffing	Total
Front of House Staff	$400.00
Security Service - Guardian min. 3 guards / 5 hr min.	$525.00
Stagehands	$2,039.81
Cleaning	$794.00
Totals	**$3,758.81**

Holds	
H1	December 3, 2026

Contacts			
John Luffred	Choral Sirector	john.luffred@browardschools.com	(754) 322-1250
Meera Paul-Hammad	The Center General Manager	mhammad@coralsprings.gov	(954) 344-5984
Devin Iovelli	Event Coordinator	diovelli@coralsprings.gov	(954) 344-5993
Dr. Mark Kaplan	Principal		
Meera Paul		mpaul@coralsprings.org	

It is confirmed that we have read, understood and approve of the terms and conditions set forth in this rental agreement.

Name, Relationship to Renter	Name, Relationship to Venue
Dr. Mark Kaplan	
Email, Phone	Email, Phone
Signature, Date	Signature, Date

EXHIBIT A

RENTER: The School Board of Broward County, Florida (for Coral Glades HS) Glades HS Dance Showcase - Mutually Agreeable

The Center - Coral Springs Center for the Arts (The Center - Coral Springs Center for the Arts)

2855 Coral Springs Drive
Coral Springs, Florida 33065 United States

Rental Agreement	
Total Cost	$3,758.81
Renter Owes Venue	**$3,758.81**

Event Details	
Agreement Sent	September 20, 2026

Fixed Expenses	$3,758.81

General > Staffing	Total
Front of House Staff	$400.00
Security Service - Guardian min. 3 guards / 5 hr min.	$525.00
Stagehands	$2,039.81
Cleaning	$794.00
Totals	**$3,758.81**

Holds	
H1 March 18, 2027	

Contacts			
John Luffred	Choral Sirector	john.luffred@browardschools.com	(754) 322-1250
Meera Paul-Hammad	The Center General Manager	mhammad@coralsprings.gov	(954) 344-5984
Devin Iovelli	Event Coordinator	diovelli@coralsprings.gov	(954) 344-5993
Dr. Mark Kaplan	Principal		
Meera Paul		mpaul@coralsprings.org	

It is confirmed that we have read, understood and approve of the terms and conditions set forth in this rental agreement.

Name, Relationship to Renter	Name, Relationship to Venue
Dr. Mark Kaplan	
Email, Phone	Email, Phone
Signature, Date	Signature, Date

EXHIBIT A

RENTER: The School Board of Broward County, Florida (for Coral Glades HS) Chorus Spring Concert - Mutually Agreeable

The Center - Coral Springs Center for the Arts (The Center - Coral Springs Center for the Arts)

2855 Coral Springs Drive
Coral Springs, Florida 33065 United States

Rental Agreement	
Total Cost	$3,758.81
Renter Owes Venue	**$3,758.81**

Event Details	
Agreement Sent	September 20, 2026

Fixed Expenses	$3,758.81

General > Staffing	Total
Front of House Staff	$400.00
Security Service - Guardian min. 3 guards / 5 hr min.	$525.00
Stagehands	$2,039.81
Cleaning	$794.00
Totals	**$3,758.81**

Holds	
H1 April 22, 2027	

Contacts			
John Luffred	Choral Sirector	john.luffred@browardschools.com	(754) 322-1250
Meera Paul-Hammad	The Center General Manager	mhammad@coralsprings.gov	(954) 344-5984
Devin Iovelli	Event Coordinator	diovelli@coralsprings.gov	(954) 344-5993
Dr. Mark Kaplan	Principal		
Meera Paul		mpaul@coralsprings.org	

It is confirmed that we have read, understood and approve of the terms and conditions set forth in this rental agreement.

Name, Relationship to Renter	Name, Relationship to Venue
Dr. Mark Kaplan	
Email, Phone	Email, Phone
Signature, Date	Signature, Date

EXHIBIT A

RENTER: The School Board of Broward County, Florida (for Coral Glades HS) Band Spring Concert - Mutually Agreeable

The Center - Coral Springs Center for the Arts (The Center - Coral Springs Center for the Arts)

2855 Coral Springs Drive
Coral Springs, Florida 33065 United States

Rental Agreement	
Total Cost	$3,758.81
Renter Owes Venue	**$3,758.81**

Event Details	
Agreement Sent	September 20, 2026

Fixed Expenses	$3,758.81

General > Staffing	Total
Front of House Staff	$400.00
Security Service - Guardian min. 3 guards / 5 hr min.	$525.00
Stagehands	$2,039.81
Cleaning	$794.00
Totals	**$3,758.81**

Holds	
H1	May 5, 2027

Contacts			
John Luffred	Choral Sirector	john.luffred@browardschools.com	(754) 322-1250
Meera Paul-Hammad	The Center General Manager	mhammad@coralsprings.gov	(954) 344-5984
Devin Iovelli	Event Coordinator	diovelli@coralsprings.gov	(954) 344-5993
Dr. Mark Kaplan	Principal		
Meera Paul		mpaul@coralsprings.org	

It is confirmed that we have read, understood and approve of the terms and conditions set forth in this rental agreement.

Name, Relationship to Renter	Name, Relationship to Venue
Dr. Mark Kaplan	
Email, Phone	Email, Phone
Signature, Date	Signature, Date

EXHIBIT A

Status: ORIGINAL

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

2026-11-10	Regular School Board Meeting
CATEGORY:	S. Schools (Learning Communities)
DEPARTMENT:	Schools (Learning Communities)

Agenda Item Number:	S-2.
Consent Item:	Consent
Special Order:	NO
Time for Special Order:	

TITLE:

Agreement with Gregory Tony, Ph.D. as Sheriff of Broward County, Florida

REQUESTED ACTION:

Approve the above-referenced agreement; Contract Term: The term of this Agreement shall commence upon full execution by all parties and shall remain in full force and effect for a term of five (5) years, unless this Agreement is otherwise terminated, for the following locations: McFatter Technical College. 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 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)

SOURCE OF ADDITIONAL INFORMATION

Name:	Dr. Ted Toomer	Phone:	754-321-3803
Name:	Neeta Rancourt	Phone:	754-321-5152

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Senior Leader & Title

Dr. Ted Toomer, Associate Superintendent, Teaching & Learning,

Signature

Dr. Angela Fulton, Task Assigned, Deputy Superintendent,

Electronic Signature

Form $4189 Revised 9/26

HH/JJS

Approved in Open Board Meeting On: November 10, 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 Gregory Tony, Ph.D. as Sheriff of Broward County, Florida

Board Meeting Date: November 10, 2026

Requested Action:

Approve the Agreement between The School Board of Broward County, Florida (SBBC), and Gregory Tony, Ph.D. as Sheriff of Broward County, Florida, with no budget authority request.

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 authorized to enter into the agreement with Gregory Tony, Ph.D. As Sheriff of Broward County, Florida, allowing eligible students enrolled in Firefighter and Emergency Medical Technician (EMT) programs to participate in supervised ride-along clinical education experiences with the Broward Sheriffs Office (BSO). These experiences support completion of required clinical hours, program progression, industry certification preparation, and College and Career Readiness.
If the School Board votes "No"	• SBBC will not be authorized to enter into the agreement with the BSO. Students in impacted Firefighter and Emergency Medical Technician (EMT) programs may have fewer clinical ride-along placement opportunities, and the District may need to identify alternative sites to support required clinical hours, timely program completion, industry certification preparation, and workforce readiness.
Alignment to the 2027 Strategic Goals and Guardrails	• Goal 4: College & Career Readiness
Measurable Outcome(s)/Return on Investment	• Increased number and percentage of eligible Firefighter and Emergency Medical Technician (EMT) students completing required clinical hours; expanded access to supervised clinical placements; reduced clinical placement bottlenecks; improved student readiness for

	industry certifications, post-secondary education, and entry-level employment.

Background/History
The Bureau of Fire Standards and Training requires that students complete onsite work experience to qualify to sit for Emergency Medical Technician/Firefighting certification exams. SBBC partners with Sheriff's Fire Rescue to serve students enrolled in the Broward Fire Academy Program at McFatter Technical College. It is the intention of SBBC and Sheriff's Fire Rescue to enter into an affiliation agreement for the purpose of providing valuable clinical work experiences to create skilled emergency healthcare-industry professionals for Broward County.

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 term of this Agreement shall commence upon full execution by all parties and shall remain in full force and effect for a term of five (5) years, unless this Agreement is otherwise terminated.
Multi-Year Agreement:	Yes.
Procurement Method:	**Piggyback Agreement**: No. **Acquisition Method**: There is no financial impact to the District.

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 does not require payment by SBBC and does not create a direct budgetary obligation; however, SBBC remains responsible for its own program-related obligations, including instruction, student records, required screenings, and applicable insurance obligations.

New/Current Requested Agreement Authority

Agreement Authority Terms	Length of Agreement Terms	Total Agreement Amount
11/01/2026 – 10/31/2031	60 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

Impact on Schools	The Agreement expands opportunities for students enrolled in Firefighter and Emergency Medical Technician (EMT) programs to participate in authentic clinical learning experiences that bridge classroom instruction with real-world practice.
School Selection /Prioritization	McFatter Technical College
Community/ Stakeholder Engagement	This partnership reflects the continued collaboration between SBBC and BSO to prepare the next generation of professionals. The agreement strengthens education-to-workforce pathways while supporting Broward County's growing demand for qualified workers.
End-User Input	Firefighter and Emergency Medical Technician (EMT) instructors, program administrators, and students are the primary end users. Instructors coordinate clinical readiness and integrate clinical expectations into instruction, while students benefit from supervised exposure to real-world environments, patient care standards, professional communication, safety procedures, and workforce expectations.
Technology/Capital Expected Lifecycle/Replacement Cycle	Not Applicable

Additional Backup:
Exhibit A: Agreement

RIDE ALONG PROGRAM AGREEMENT
FOR
BROWARD SHERIFF'S OFFICE'S
DEPARTMENT OF FIRE RESCUE & EMERGENCY SERVICES
BY AND BETWEEN
GREGORY TONY, PH.D., AS SHERIFF OF BROWARD COUNTY, FLORIDA
AND
THE SCHOOL BOARD OF BROWARD COUNTY

THIS RIDE ALONG PROGRAM AGREEMENT ("Agreement") for a Emergency Medical Services (EMS) Ride Along Program ("Program") is entered into and made effective on the date of last signature below ("Effective Date") by and between **Gregory Tony, Ph.D., as Sheriff of Broward County, Florida** (hereinafter referred to as "SHERIFF") and **The School Board of Broward County, Florida** (hereinafter referred to as "SBBC").

WHEREAS, SHERIFF offers ride along programs for Fire Academy recruits and Emergency Medical Technician (EMT) students to help recruits and students gain practical clinical experience during their educational training and ensure the continuity of quality care and services available to the public; and

WHEREAS, SBBC is conducting educational programs through its Health Science Education program(s) for the purpose of providing skilled workers for the health service industry in the fields described in **Exhibit A** attached hereto and incorporated herein by reference; and

WHEREAS, SHERIFF has offered to SBBC, at no cost, the opportunity to participate in SHERIFF's Program and provide opportunities for practical experience to SBBC's Health Science Education Program(s)'s students; and

WHEREAS, SBBC would like to participate in SHERIFF's Program.

NOW THEREFORE, in consideration of the premises and of the mutual covenants contained herein, the parties hereby agree as follows:

ARTICLE 1
RECITALS AND DEFINITIONS

1.1 The parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.

1.2 The following are definitions of terms used throughout this Agreement:

Sponsoring Emergency Medical Services (EMS) Agency: SHERIFF

Participating Educational Institution: SBBC.

Persons Responsible for Supervision on Behalf of SHERIFF: SHERIFF's Fire Chief or their designee.

Persons Responsible for Education and Supervision on Behalf of SBBC (designees may be replaced at SBBC's sole discretion upon immediate written notice to SHERIFF): The Broward Fire Academy Program Director: Mark, Wilson, EMS Program Coordinator: Zachary Hall. SBBC reserves the right to provide new designees at its sole discretuion.

Clinical site: means the respective SHERIFF's facility or fire station to which a SBBC Student(s) are assigned for purposes of the Program.

SBBC Participant(s): means all SBBC faculty, instructors, staff, students or personnel administering or participating in SHERIFF's Program, as established pursuant to this Agreement.

SBBC Student(s): SBBC Students participating in the Program pursuant to this Agreement.

SBBC Personnel**:** SBBC faculty, instructors, staff and personnel administering in the Program pursuant to this Agreement.

ARTICLE 2
SPECIAL CONDITIONS

2.1 Program Purpose. The education of the SBBC Student shall be the primary purpose of the Program.

2.2 In accordance with the terms and conditions of this Agreement;:

2.2.1 SBBC and SHERIFF's Fire Rescue & Emergency Services Department, will select and assign its EMT students to participate in the Program based on an application process as agreed upon by the parties to this Agreement; and

2.2.2 SHERIFF will accept the students assigned by SBBC to the Program subject to the terms and conditions as outlined herein.

ARTICLE 3
TERM OF THE AGREEMENT

The term of this Agreement shall commence upon full execution by all parties and shall remain in full force and effect for a term of five (5) years, unless this Agreement is otherwise terminated as provided herein. The parties may renew the Agreement upon the written mutual agreement of the parties. This Agreement shall not become effective until fully executed by all parties.

ARTICLE 4
INSTRUCTION AND CURRICULUM

SBBC shall be responsible, at its sole expense, for provision of classroom instruction, the selection of SBBC Students, 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, Emergency Medical Technician/ Paramedic: National Standard Curriculum (herein after referred to as "EMT-NSC"); 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 SBBC Student or SBBC Personnel shall interfere with or adversely affect the SHERIFF's operations or the SHERIFF's provision of health care services.

ARTICLE 5
TELEPHONE CONSULTATION

SBBC shall provide designated SBBC Personnel for consultation by telephone with SHERIFF or its' agents at any given time during which SBBC Students are on SHERIFF's premises or in SHERIFF’s vehicle without supervision by a SBBC instructor.

ARTICLE 6
COURSE MATERIALS

Upon request, SBBC shall provide the SHERIFF with copies of current course outlines, course objectives, curriculum, philosophy and a list of SBBC faculty and their qualifications.

ARTICLE 7
EDUCATIONAL PLAN

SBBC Personnel will prepare an educational plan in conjunction with SHERIFF’s staff prior to the placement of SBBC Students with SHERIFF’s Program. The clinical experience to be provided to SBBC Students shall be specified in writing and shall be based upon the needs of the student to satisfy the objectives of the Program. The participation of any SBBC Student in the Program shall be limited to the activities applicable to that SBBC student and as required by the EMT-NSC. SBBC’s faculty shall

be responsible for maintaining cooperative relationships with SHERIFF's staff. SHERIFF shall provide opportunities for SBBC Students to observe and assist in various aspects of patient care, consistent with the training requirements of EMT-NSC. SBBC warrants that the SBBC Students selected to participate in the Program have met the minimum education requirements as required by EMT-NSC prior to participating in the Program.

ARTICLE 8
APPROVAL/ACCREDITATION STATUS

8.1 By signing this Agreement, SBBC represents it is a fully accredited and licensed educational institution. SBBC agrees to maintain its accreditation and licensing throughout the term of this Agreement and any subsequent renewal terms.

8.3 SBBC's current list of accreditations and licensing relevant to this Agreement is provided in the attached **Exhibit B** and incorporated herein by reference.

8.2 Should there be a change to SBBC's accreditation or licensing, including suspension or termination, SBBC shall provide SHERIFF with written notice of such within ten (10) calendar days. This Agreement shall be automatically terminated upon such termination or suspension of SBBC's accreditation or licensing.

ARTICLE 9
STUDENT ORIENTATION

The SBBC and SHERIFF shall provide an orientation for the SBBC Students prior to the students' commencement of the Program . SBBC Students will be required by SHERIFF to execute and comply with the Hold Harmless/Indemnification and Confidentiality Agreement attached hereto as **Exhibit C** and herein incorporated by reference. SHERIFF reserves the right to deny acceptance or to terminate continued participation in the Program by any SBBC Student(s) that refuse to provide SHERIFF with an executed Hold Harmless Agreement.

ARTICLE 10
DUTIES, EDUCATION, PARTY RESPONSIBILITIES, STUDENT SUPERVISION, AND STUDENT EVALUATIONS

10.1 SBBC is responsible, at its sole expense, for the provision of classroom instruction, establishment of curriculum, maintenance of records, evaluation of programs, and all educational experiences through the employment of certified instructors in compliance with the guidelines established by the Florida Department of Education and SBBC Policies and Procedures.

10.2 SBBC Participants, including SBBC Students, shall comply with SHERIFF's Grooming and Appearance policies, which will be provided to SBBC upon execution of this Agreement.

10.3 SBBC Students shall be prohibited from using any type of electronic device, including but not limited to cell phones, tablets, laptops, smart eyewear, etc. during patient encounters or while on a call site. SBBC Participants, SBBC Personnel and SBBC Students shall not, at any time, use electronic devices to audio or video record SHERIFF's operations, premises, or locations.

10.4 SBBC and SBBC Participants shall not interfere with or adversely affect SHERIFF's operations or SHERIFF's provision of health care services.

10.5 SBBC Personnel, Faculty and Instructors. All SBBC Personnel provided by SBBC must be duly licensed, certified, or otherwise qualified to participate in the Program.

10.6 Supervision and Instruction of SBBC Students. SBBC Students shall be supervised by an SBBC certified instructor at all times who is available and on-call during all ride-alongs.

10.6.1 Substitute Instructors. SBBC shall, at its sole expense, provide substitute instructors certified in the appropriate health occupation in the event of teacher absence from the classroom or any clinical educational experiences.

10.7 Course Materials. At least seven (7) calendar days prior to the commencement of the Program during any given SBBC school term, SBBC shall provide SHERIFF with copies of current course outlines, course objectives, curriculum, and philosophy..

10.8 Educational Plan. SBBC Personnel will prepare an educational plan in conjunction with SHERIFF's staff prior to the placement of SBBC Students with SHERIFF. The clinical experience to be provided to SBBC Students will be specified in writing and based upon the learning objectives of the Program. SHERIFF's staff and SBBC Personnel are responsible for maintaining cooperative relationships with each other. SHERIFF shall provide opportunities for participating SBBC Students to solely observe various aspects of patient care. No services or administrative control will be implemented by SHERIFF.

10.9 Program Uniforms. SBBC requires SBBC Students participating in the SHERIFF's Program to wear the uniform of the SBBC program and approved nametag while on SHERIFF's premises including SHERIFF's vehicles. Additionally, SBBC Students will be required to comply with SHERIFF's Grooming and Appearance policies while riding with SHERIFF's Fire Rescue & Emergency Services Department or at a clinical site.

10.10 Student Evaluation. Upon the request of SBBC, SHERIFF may assist in the overall evaluation of SBBC Student performance at the clinical site. This evaluation includes employability criteria. However, SBBC is responsible for guidance, direction, and supervision of SBBC Students participating in the Program.

10.11 SBBC Participants Are Not SHERIFF's Employees. By signing this Agreement, the parties expressly acknowledge and agree that SBBC, and SBBC Participants, including SBBC Students and SBBC Personnel, will in no event become or be deemed to be employees, servants, agents, or volunteers of SHERIFF.

10.12 As such and pursuant to the above paragraph 10.11 the parties expressly acknowledge and agree that:

10.12.1 SBBC and SBBC Participants will not be compensated in any form by SHERIFF.

10.12.2 Participating SBBC Students will be treated by SHERIFF as observers and will have no expectation of receiving compensation employment benefits, retirement compensation, or future employment from either party.

10.12.3 SBBC Students cannot receive gifts of any kind from clients or staff of SHERIFF. SBBC Students and faculty pay for their own meals while participating in the Program.

10.12 Governing Policies and Procedures. SBBC and SBBC Participants will be under the general direction of SBBC's Student Manual, SBBC's Faculty and Staff Policies and Procedures Manual, SHERIFF's policies which apply to the educational experience of SBBC's participants, and the terms of this Agreement. Should a conflict arise between the aforementioned documents, the terms and conditions of this Agreement shall govern, and collaborative discussion will occur between the parties.

10.13 Personal Property. SHERIFF shall not be responsible for the personal property belonging to SBBC or SBBC Participants.

10.14 Emergency Health Care Services for SBBC Participants. SHERIFF will provide necessary emergency health care services to SBBC Participants as needed during the EMS Ride Along Program. SHERIFF shall not be financially responsible for emergency health care services, or any other costs related to medical services required by SBBC Participants, including SBBC Students, in the event of injury to said SBBC Participant(s) while participating in the Program.

10.15 SBBC and SHERIFF shall provide an orientation for SBBC Students prior to their commencement of the Program. SBBC Personnel shall provide SBBC Students

with the policies and procedures for the Program. SHERIFF shall provide SBBC Students a briefing of what to expect, and what is expected of them, before the commencement of each ride along. The administration of all SBBC Participants is the sole responsibility of SBBC and its designated personnel. SHERIFF may limit or cease the availability of premises, vehicles or sites to SBBC and SBBC's Participants at any time.

ARTICLE 11
PATIENT CONFIDENTIALITY

11.1 Except as otherwise required by law, including but not limited to Florida Public Records and Sunshine Law, SBBC and SBBC Participants shall keep strictly confidential and hold in trust all confidential information of SHERIFF and its patients and will not disclose or reveal any confidential information to any third party without the express prior written consent of SHERIFF. SBBC Participants will be required by SBBC to execute a Confidentiality Statement substantially complying with the form attached hereto as **Exhibit C** and incorporated by reference on their first day with Program. Upon execution of this Agreement, SHERIFF shall provide SBBC with SHERIFF Fire Rescue's patient information privacy policies and procedures prior to clinical experience placement. SBBC and SBBC Students and faculty shall comply with any applicable state or federal laws or regulations concerning patient confidentiality or protected health information. All SBBC Participants shall comply with any and all applicable state or federal laws or regulations concerning patient confidentiality or protected health information, including The Health Insurance Portability and Accountability Act of 1996 (HIPAA). Unauthorized disclosure of confidential information, patient information, or protected health information is a material breach of this Agreement and will constitute cause for the immediate termination of this Agreement. SBBC shall immediately notify SHERIFF of any unauthorized disclosure of confidential information, patient information, or protected health information that comes to its knowledge. SBBC's records relating to the use and disclosure of said information shall be available for inspection upon reasonable notice to SHERIFF or any federal or state authority entitled to access to such information.

11.2 HIPAA Compliance. The parties agree to comply with the Health Information Technology for Economic and Clinical Health Act ("HITECH Act"), The Health Insurance Portability and Accountability Act of 1996, as codified at 42 U.S.C. Section 1320d ("HIPAA") and any current and future regulations promulgated thereunder, including, without limitation, the federal privacy regulations contained in 45 C.F.R. Parts 160 and 164 ("Federal Privacy Regulations"), the federal security standards contained in 45 C.F.R. Part 142 ("Federal Security Regulations"), and the federal standards for electronic transactions contained in 45 C.F.R. Parts 160 and 162, all collectively referred to herein as "HIPAA Requirements". The parties agree not to use or further disclose any Protected Health Information (as defined in 45 C.F.R. Section 164.501) or Individually Identifiable Health Information (as defined in 42 U.S.C. Section 1320d), other than as permitted by the HIPAA Requirements and the terms of this Agreement. The parties agree to make

their internal practices, books and records relating to the use and disclosure of Protected Health Information available to the Secretary of Health and Human Services to the extent required for determining compliance with the Federal Privacy Regulations. In addition, the parties agree to comply with any state laws and regulations that govern or pertain to the confidentiality, privacy, security of, and electronic and transaction code sets pertaining to, information related to patients.

11.3 Protected Heath Information. SBBC may de-identify any and all Protected Health Information for educational purposes created or received by SBBC under this Agreement, provided, however, that the de-identification conforms to the requirements of the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Part 164, Subparts A and E. Solely for the purpose of defining the SBBC Participants' role in relation to the use and disclosure of SBBC's protected health information, the SBBC Participants are defined as members of the SBBC's workforce, as that term is defined by 45 C.F.R. 160.103, when engaged in activities pursuant to this Agreement. All SBBC Participants shall also comply with the terms and provisions of this Article 11, and fully execute and substantially comply with the HIPAA Confidentiality and Non-Disclosure Agreement for Non-Employees (**Exhibit C**).

11.4 The provisions of this article shall survive the expiration or termination of this Agreement.

ARTICLE 12
NUMBER OF ASSIGNED SBBC STUDENTS

12.1 There shall be a minimum of one (1) SBBC Student assigned to each rescue, as assigned by SHERIFF, per the EMS Ride Along Program. The selection of SBBC Student participants shall be a joint effort between SHERIFF and SBBC. SHERIFF shall have the right of final refusal, should it determine a SBBC Student is unfit to participate in the Program.

12.2 EMS Ride Along Class Size: SBBC and SHERIFF agree that the determination of the number of SBBC Students to be assigned to Program shall be based on a variety of factors including, but not limited to, staff, space, availability and the number of SBBC Students enrolled in the Program. The final decision as to the number of SBBC Students accepted into the Program and their assignments will be made by SHERIFF.

12.2.1 Unless otherwise agreed to by both parties, during the initial term of this Agreement each Program shall be for four (4) months.

12.2.2 SBBC shall provide to SHERIFF the following: the name(s) of all SBBC Students participating in the Program for identification purposes; and the following information for SBBC Personnel administering or otherwise participating

in the Program: full name, title, and contact information (cell phone number and email address).

12.3 Discontinued SBBC Participant Placement. SHERIFF reserves the right to immediately discontinue or suspend the availability of its facilities or services should any SBBC Participant(s) compromise, interfere, inhibit or prevent SHERIFF's operations, or violate any applicable provision of this Agreement.

12.4 SHERIFF further reserves the right to discontinue or suspend the availability of its facilities and services to any student who does not continuously meet professional or other requirements, qualifications, and standards of SHERIFF as determined by SHERIFF, following collaboration with SBBC Personnel.

12.5 SHERIFF reserves the right to immediately remove from its premises any SBBC Participant who behaves unprofessionally or poses an immediate threat or danger to patients or personnel or to the quality of medical services.

12.6 Notwithstanding, the parties agree that only SBBC can dismiss a SBBC Student from Program participation. However, SHERIFF may prohibit any SBBC Student or other SBBC Participant from participating in the Program on its premises, call locations, or vehicles.

ARTICLE 13
SBBC STUDENTS ARE NOT SHERIFF'S EMPLOYEES

13.1 SBBC, and SBBC Participants are not to represent themselves as or be deemed to be employees, servants, agents, or volunteers of SHERIFF. SBBC Students are considered students of SBBC. SHERIFF's employees, servants, agents, or volunteers are not to represent themselves as or be deemed to be employees, servants, agents, or volunteers of SBBC.

13.2 No Compensation. Each party shall perform the duties and responsibilities specified in this Agreement without compensation, i.e. salaries, wages, pension contributions, insurance premiums, workers compensation premiums, or any other recognized employee fringe benefits. Participating SBBC Students shall be treated by SHERIFF as trainees and shall have no expectation of receiving compensation or future employment from either party. Any courtesy appointments to SHERIFF's staff for the purposes of this Program shall be without entitlement of the appointee to compensation or benefits. Students and faculty shall pay for their own meals while participating in the Program.

ARTICLE 14
FERPA

14.1 SBBC is responsible for keeping and maintaining all academic records and employee records for each respective SBBC Participant. For purposes of this Agreement, SBBC shall ensure SHERIFF will not receive or have access to such records at any time.

14.2 SBBC Disclosure of Education Records.

(a) SBBC will provide the following education records to SHERIFF via secure email, and/or hard copy:SBBC will provide the following education records to SHERIFF via secure email, and/or hard copy:

1) Educational Plan – Student name,

2) SHERIFF's Hold Harmless/Indemnification and Confidentiality Agreement (See **Exhibit C**) – contains name and signature of student, student address and phone number

(b) Consent Requirement. SBBC shall obtain prior written consent from the parent/guardian for a student eighteen (18) years or younger or a student age eighteen (18) years or over before disclosing any education records listed in this section. SBBC shall obtain prior written consent of the parent of a student or a student aged eighteen (18) years or older for the release of their educational record by SHERIFF.

(c) The requirements of this section shall supersede any uses and disclosures of education records or the like as listed in SHERIFF's privacy policies if any.

14.3 SHERIFF Safeguarding the Confidentiality of Education Records.

(a) Privacy. Notwithstanding any provision to the contrary within this Agreement, SHERIFF shall:

1) where applicable, fully comply with the requirements of; 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 a SBBC Student or a SBBC Student age eighteen (18) years or older 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 applicable federal and Florida law.

14.4 No Disclosure of Employee Records. SBBC shall not disclose any employee records to SHERIFF pursuant to this Agreement. However, should SHERIFF come into contact with employee records during the course of contracted responsibilities, these records shall only be disclosed pursuant to applicable federal and state laws.

ARTICLE 15
DISCONTINUED SBBC STUDENT PLACEMENT

SBBC reserves the right to refuse or discontinue the placement of SBBC Students if SHERIFF does not meet the professional educational requirements and standards of SBBC. SHERIFF reserves the right to discontinue the availability of its facilities, services and participation in the Program to any student of SBBC should SBBC and/or the student not continuously meet nationally accepted educational or professional standards or other requirements, qualifications and standards as may be required by SHERIFF.

SHERIFF reserves the right and has the discretion to immediately remove from its premises, controlled scenes and/or vehicles any SBBC Student who behaves unprofessionally, lacks the requisite knowledge, skill and ability to continue in the Program or poses an immediate threat or danger to patients or personnel or to the quality of medical services.

ARTICLE 16
INFECTIOUS DISEASES AND SBBC STUDENT IMMUNIZATIONS

16.1 The parties expressly agree SHERIFF is not responsible for any and all exposure to infectious disease(s) by SBBC Participants. SBBC shall advise all SBBC Participants of the risk of infectious diseases while participating in the Program, and that SHERIFF is not responsible for such exposure to infectious diseases.

16.2 Prior to participation in the Program, SBBC shall verify that all SBBC Participants have received immunizations for Measles, Mumps, Rubella (MMR) Tetanus, Diphtheria, Pertussis (Tdap), and have received annual screening for Tuberculosis. SBBC Participants shall also comply with any and all public health directives adopted by the SHERIFF in the event of emergency threat. SBBC shall maintain all such records for each SBBC Participant.

16.3 SBBC is responsible for compliance by SBBC and all SBBC Participants with the applicable regulations issued by OSHA and for the provision to SBBC Participants of (1) information and training about the hazards associated with blood and other potentially infectious materials; (2) information and training about the protective measures to be taken to minimize the risk of occupational exposure to bloodborne pathogens; (3) training in the appropriate actions to take in an emergency involving exposure to blood and other potentially infectious materials; and (4) information as to the

reasons the employee should participate in Hepatitis B vaccination and post-exposure evaluation and follow-up.

ARTICLE 17
CRIMINAL BACKGROUND CHECK, DRUG SCREENING & CJIS COMPLIANCE

17.1 All SBBC Participants must take and successfully pass a criminal background check and a ten-panel drug screening test. In accordance with SHERIFF's policies and procedures, any SBBC Participant may be denied Program entrance. The results of the criminal background check and drug screening tests will be discussed with the SBBC Participant or student and his/her parent or guardian, if required.

17.2 SBBC and SHERIFF 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 SBBC's and SHERIFF's non-exempt employees, representatives, agents, and sub-contractors performing duties under this Agreement who meet any of the three (3) descriptions listed above. Each party is responsible for their own respective costs associated with compliance of this provision.

17.3 CJIS Compliance**:** By signing this Agreement, the parties agree SBBC Participants are required to comply with Criminal Justice Information Systems (CJIS) security protocols and training, as required by the United States Federal Bureau of Investigations (FBI) and/or the Florida Department of Law Enforcement (FDLE), then all such governmental protocols shall be followed, including but not limited to security components, training, screening, access procedures, etc. All of SBBC's agents, staff, employees, subcontractors, EMT and Paramedic students, and/or vendors shall complete all of the requirements of this paragraph 17.3, CJIS Compliance, prior to commencement of their participation in any ride along program pursuant to this Agreement. SHERIFF reserves the right to deny or terminate, at its sole discretion and at any time, any EMT and Paramedic student from participating in any ride along program pursuant to this Agreement for non-compliance with this paragraph 17.3.

17.3.1 SBBC shall comply with the FBI CJIS Security Policy (CJISSECPOL) screening requirements for all agents, staff, employees, subcontractors, EMT and Paramedic students, and/or vendors that will have unescorted physical or logical access to criminal justice information (CJI) and/or access to any Broward Sheriff's Office facility that is deemed a physically secure location. The screening consists of a state/national fingerprint-based background check and online Security and Privacy training that is renewed every year. SBBC may not fingerprint its own agents, staff, employees, subcontractors, EMT and Paramedic Students, and/or vendors. Fingerprinting must be electronically processed by a recognized law enforcement agency or an FDLE-approved third-

party vendor. SHERIFF will provide fingerprinting and screening services in compliance with the FBI CJIS Security Policy to all of SBBC's participating EMT and Paramedic Students free of charge. The logistical information for completing such compliance requirements will be provided by SHERIFF, and may be obtained by contacting:

Division Chief Samantha Whitehorne
Emergency Medical Services & Aviation
Department of Fire Rescue & Emergency Service
Broward Sheriff's Office
Samantha_Whitehorne@Sheriff.org

OR

Isis Crespo
Manager, CJIS Compliance
Office of the Inspector General
Broward Sheriff's Office
Isis_Crespo@Sheriff.org

17.3.2 All of SBBC's agents, staff, employees, subcontractors, EMT and Paramedic students, and/or vendors who access or handle, in any way, SHERIFF'S CJIS or CJI shall complete the appropriate Security and Privacy training via the CJIS online application and shall update and maintain the same throughout the duration of this Agreement.

17.3.3 All of SBBC's agents, staff, employees, subcontractors, EMT and Paramedic Students, and/or vendors shall complete all of the requirements of this paragraph 17.3, CJIS Compliance, prior to commencement of their participation in any ride along program pursuant to this Agreement. SHERIFF reserves the right to deny or terminate, at its sole discretion and at any time, any of SBBC's agents, staff, employees, subcontractors, EMT and Paramedic students, and/or vendors from participating in any ride along program pursuant to this Agreement for non-compliance with this paragraph 17.3, CJIS Compliance. SHERIFF reserves the right to deny physical and/or logistical access to the SBBC and its agents, staff, employees, subcontractors, EMT and Paramedic Students, and/or vendors that is deemed to be in noncompliance with these provisions. This is a material term of the Agreement and if such noncompliance is not timely remedied by SBBC, SHERIFF may terminate the Agreement and SBBC shall allow SHERIFF the ability to recapture SHERIFF'S data as more fully described herein and SBBC shall facilitate SHERIFF'S efforts in recovering said data from SBBC's systems. Any SBBC Participant who has not fulfilled the requirements of this paragraph 17.3, shall be denied from participating in SHERIFF's Ride Along Program.

ARTICLE 18

PERSONAL PROPERTY

SHERIFF shall not be responsible for the personal property belonging to SBBC, SBBC Personnel, SBBC Participants, or SBBC Students participating in the Program.

ARTICLE 19
EMERGENCY HEALTH CARE SERVICES

SHERIFF shall not be responsible financially for emergency health care services or any other medical services costs required by SBBC Personnel or SBBC Students participating in the Program, in the event of injury to said faculty or students while participating in the Program.

ARTICLE 20
SHERIFF ACCREDITATION/LICENSURE

SHERIFF shall provide proof of its accreditation/licensure status to SBBC upon request at any time during the term of this Agreement.

ARTICLE 21
INSURANCE

21.1 The parties to this Agreement are governmental entities per the provisions of §768.28, Florida Statutes, as amended; thus each party agrees to be liable to the limits as set forth in §768.28, Florida Statutes, for its independent acts of negligence or omissions, or that of its employees/agents while providing services on behalf of agencies of the state, which result in claims or suits against it, and agree to be liable to the limits set forth in §768.28, Florida Statutes, for any damages proximately caused by said acts or omissions. Each party maintains its own self-insurance program. Each party is self-insured up to its legal limits of liability. Nothing herein shall be construed as consent by either party to be sued by third parties in any matter arising out of any contract.

21.2 Professional Liability Insurance Coverage. SBBC shall provide SHERIFF's Risk Management with proof of professional liability insurance coverage with minimum limits of $1,000,000/$3,000,000 for each student. SBBC Students are required to be covered by their own health or accident insurance.

ARTICLE 22
INDEMNIFICATION

22.1 Each party shall indemnify the other party and its officers, employees, agents, servants, designees, attorneys and legal representatives against any claims, demands, causes of action, lawsuits, liabilities, costs, and expenditures of any kind, including reasonable attorney's fees, resulting from the acts of negligence, or willful

misconduct of the indemnifying party, its officers, employees, agents, designees, volunteers, and staff during their participation in the Program and agree to be responsible for any and all damages resulting from said claims.

22.1.1 SHERIFF and SBBC respectively reserve the right to select its own defense counsel.

22.2 Hold Harmless by SBBC's Students. All SBBC Students, those of an age of majority, or their parents for those of a minority age, participating in the Program created by this Agreement shall execute SHERIFF's Hold Harmless/Indemnification and Confidentiality Agreement attached hereto as **Exhibit C** prior to the commencement of their participation in this Program.

22.3 The provisions of this article shall survive the expiration or early termination of this Agreement.

ARTICLE 23
SOVEREIGN IMMUNITY

23.1 Nothing contained in this Agreement is intended to serve as a waiver of sovereign immunity by either party.

23.2 SBBC and SBBC Participants shall not be entitled to the protection of sovereign immunity through SHERIFF or SBBC from claims filed during or after the SBBC Participant(s)' completion of the Program even if the alleged acts or omissions of the SBBC Participant(s) are within the course and scope of SBBC Participant(s) duties as part of the Program.

ARTICLE 24
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.

ARTICLE 25
NON-DISCRIMINATION

The parties shall not discriminate against any employee or participant in the performance of the duties, responsibilities and obligations under this Agreement because

of race, age, religion, color, gender, national origin, marital status, disability or sexual orientation.

ARTICLE 26
TERMINATION

This Agreement may be canceled by SBBC or SHERIFF for convenience and without cause upon thirty (30) calendar days written notice to the other parties of its desire to terminate this Agreement. However, every effort will be made to allow SBBC Students participating in the Program to complete the Program.

ARTICLE 27
PUBLIC ENTITIES CRIMES ACT & SCRUTINIZED VENDOR CERTIFICATION & E-VERIFY OBLIGATIONS

27.1 In accordance with the Public Entity Crimes Act (Section 287.133, Florida Statutes), a person or affiliate, who has been placed on the convicted vendor list maintained by the State of Florida Department of General Services following a conviction for a public entity crime, may not submit a bid on a contract with the SHERIFF, may not be awarded or perform work as a SBBC supplier, or subcontractor, under a contract with SHERIFF, and may not conduct business with SHERIFF for a period of thirty six (36) months from the date of being placed on the convicted vendor list. SBBC'S execution of this Agreement acknowledges SBBC'S representation that it has not been placed on the convicted vendor list. Violation of this Section by SBBC shall result in termination of this Agreement and may cause SBBC debarment.

27.2 In accordance with, Section 448.095, Florida Statutes, SBBC shall register with and utilize the E-Verify System operated by the United States Department of Homeland Security to verify the employment eligibility of all new employees hired during the term of the Agreement and shall expressly require any subcontractors performing work or providing services pursuant to this Agreement to likewise utilize the E-Verify System to verify the employment eligibility of all new employees hired by the subcontractor during the term of this Agreement. If SBBC enters into a contract with a subcontractor performing work or providing services on its behalf, SBBC shall also require the subcontractor to provide an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Information on registration for and use of the E-Verify System can be obtained via the internet at the Department of Homeland Security Web site: http://www.dhs.gov/E-Verify. Every Contractor shall, upon request, provide evidence of compliance with this provision to SHERIFF. Failure to comply with this provision is a material breach of this Agreement, and SHERIFF may choose to terminate this Agreement at its sole discretion. SBBC may be liable for all costs associated with SHERIFF securing the same services, inclusive, but not limited to, higher costs for the same services and rebidding costs (if necessary).

ARTICLE 28
PUBLIC RECORDS

Pursuant to Florida law (including but specifically not limited to Section 119.0701, Florida Statutes), each party must comply with all applicable public records laws. Specifically, each party shall:

a) Keep and maintain public records required in performance of this Agreement.
b) Upon request from the other party, provide the requesting party with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at no cost.
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 for the duration of the contract term and following completion of the Agreement if the records were not already transferred to the other party.
d) Upon completion/termination of the Agreement, transfer, at no cost, all of the other party's public records in its possession or keep and maintain public records required to perform the services contracted for in this Agreement. If one party transfers all public records to the other party upon completion/termination of the Agreement, the transferring party shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If either party keeps and maintains public records upon completion of the Agreement, that party shall meet all applicable requirements for retaining public records.
e) All public records stored electronically pertaining to the performance of this Agreement must be provided to the other party, upon request from that party, its designee or custodian of records, in a format that is compatible with the information technology systems of the requesting party.
f) In the event either party receives a public records request related to this Agreement and the services provided hereunder, the receiving party shall promptly forward the same to other party for that party's records.

FOR QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, AS TO SHERIFF's RECORDS CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: ERIN FOLEY, DIRECTOR, RECORDS BUREAU; BROWARD SHERIFF'S OFFICE, 2601 WEST BROWARD BLVD., FORT LAUDERDALE, FLORIDA 33312; (954) 831-8745; Erin_Foley@Sheriff.org; OR THE OFFICE OF GENERAL COUNSEL, BROWARD SHERIFF'S OFFICE AT (954) 831-8920.

FOR QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT, AND AS TO SBBC RECORDS CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT

754-321-2300, OPTION 5, RECORDREQUESTS@BROWARDSCHOOLS.COM, RISK MANAGEMENT DEPARTMENT, PUBLIC RECORDS DIVISION, 600 SOUTHEAST THIRD AVENUE, FORT LAUDERDALE, FLORIDA 33301.

ARTICLE 29
ENTIRE AGREEMENT

29.1 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.

29.2 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.

29.3 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.

29.4 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.

ARTICLE 30
AGREEMENT GOVERNED BY THE LAWS OF THE STATE OF FLORIDA

30.1 It is the parties' expressed intent that this Agreement and its performance, as well as, all suits and special proceedings relating to it, be construed in accordance with and pursuant to the laws of the State of Florida. The laws of the State of Florida shall be applicable and shall govern to the exclusion of the law of any other forum, without regard

to the jurisdiction in which any legal action or special proceeding may be instituted, commenced or initiated. The venue in any proceeding or action among the parties arising out of this Agreement shall be in Broward County, Florida. BY ENTERING INTO THIS AGREEMENT, SBBC AND SHERIFF 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 AND/OR THE SERVICES PERFORMED UNDER THIS AGREEMENT. IF A PARTY FAILS TO WITHDRAW A REQUEST FOR A JURY TRIAL IN A LAWSUIT ARISING OUT OF THIS AGREEMENT AND/OR THE SERVICES PERFORMED UNDER THIS AGREEMENT AFTER WRITTEN NOTICE BY THE OTHER PARTY OF VIOLATION OF THIS SECTION, THE PARTY MAKING THE REQUEST FOR JURY TRIAL SHALL BE LIABLE FOR THE REASONABLE ATTORNEY'S FEES AND COSTS OF THE OTHER PARTY IN CONTESTING THE REQUEST FOR JURY TRIAL, AND SUCH AMOUNTS SHALL BE AWARDED BY THE COURT IN ADJUDICATING THE MOTION.

30.2 Compliance with Laws. In performing its duties, responsibilities and obligations pursuant to this Agreement, each party shall comply with all applicable federal, state, and local laws, codes, rules and regulations including without limitation, applicable SHERIFF and/or SBBC's policies, the Civil Rights Act of 1964, Title IX of the Education Amendments of 1974, Section 504 of the Rehabilitation Act of 1973, and the Americans with Disabilities Act.

ARTICLE 31
ASSIGNMENT & SURVIVORSHIP OF BENEFITS

This Agreement, or any interest herein, shall not be assigned, transferred or otherwise encumbered by SBBC, under any circumstances, without the prior written consent of SHERIFF. The terms and conditions of this Agreement shall be binding upon SBBC and its successors and assigns.

ARTICLE 32
FORCE MAJEURE

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, injury or illness of key personnel; acts, omissions and defaults of third parties and governmental and judicial action not the fault of the party causing such failure or delay in performance 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.

ARTICLE 33
NOTICE

Any notice hereunder by one party to the other party shall be given in writing by personal delivery, facsimile, regular mail, or certified mail with proper postage, to the party at the addresses designated in this Agreement. Any notice shall be effective on the date it is received by the addressee. Either party may change its address for notice purposes by giving the other party notice of such change in accordance with this paragraph.

Notices shall be addressed as follows:

To SHERIFF:	
Fire Chief Timothy Keefe Department of Fire Rescue &Emergency Services Broward Sheriff's Office 2601 West Broward Boulevard Fort Lauderdale, FL 33312	*With copy to:* General Counsel Terrence Lynch Office of the General Counsel Broward Sheriff's Office 2601 West Broward Boulevard Fort Lauderdale, FL 33312
To SBBC:	
Superintendent of Schools The School Board of Broward County, Florida 600 Southeast Third Avenue Fort Lauderdale, Florida 33301	*With copy to* Director McFatter Technical College 6500 Nova Dr, Davie, FL 33317

ARTICLE 34
MISCELLANEOUS

34.1 Place of Performance. All obligations of SBBC and SHERIFF 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.

34.2 Severability. In case any one of 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, enforceability or unlawful or void nature of that provision shall not effect any other provision and this Agreement shall be considered as if such invalid, illegal, unlawful, unenforceable or void provision had never been included herein.

34.3 Captions. The captions, section numbers, article 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.

34.4 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.

34.5 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.

34.6 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.

[END OF DOCUMENT.]
[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]
[SIGNATURE PAGES TO FOLLOW.]

RIDE ALONG PROGRAM AGREEMENT FOR BROWARD SHERIFF'S OFFICE'S DEPARTMENT OF FIRE RESCUE & EMERGENCY SERVICES BY AND BETWEEN GREGORY TONY, PH.D., AS SHERIFF OF BROWARD COUNTY, FLORIDA AND THE SCHOOL BOARD OF BROWARD COUNTY.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the date last written below.

FOR THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

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

(Signature page for SHERIFF to follow.)

RIDE ALONG PROGRAM AGREEMENT FOR BROWARD SHERIFF'S OFFICE'S DEPARTMENT OF FIRE RESCUE & EMERGENCY SERVICES BY AND BETWEEN GREGORY TONY, PH.D., AS SHERIFF OF BROWARD COUNTY, FLORIDA AND THE SCHOOL BOARD OF BROWARD COUNTY.

FOR GREGORY TONY, PH.D., AS SHERIFF OF BROWARD COUNTY, FLORIDA

By: _____ Date: _____
Fire Chief Timothy Keefe
Department of Fire Rescue & Emergency Services

Approved as to form and legal sufficiency
subject to execution by the parties:

By: _____
General Counsel Terrence Lynch
Office of the General Counsel

EXHIBIT A

The SBBC is conducting the following educational programs for the purpose of providing skilled workers for the Health Service Industry:

1. EMERGENCY MEDICAL TECHNICIAN
2. PARAMEDIC TRAINING

EXHIBIT B

SBBC shall provide SHERIFF with proof of continued national accreditation for the following programs:

1. EMERGENCY MEDICAL TECHNICIAN
2. PARAMEDIC TRAINING

EXHIBIT C
REQUEST FOR PERMISSION TO
PARTICIPATE IN BROWARD SHERIFF'S OFICCE'S
EMS RIDE ALONG PROGRAM
WITH
THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
AND
HOLD HARMLESS/INDEMNIFICATION AND CONFIDENTIALITY AGREEMENT

I, _____, an Academic Intern, being 18 years of age or older, do hereby request permission from the Broward Sheriff's Office (hereinafter referred to as "BSO") to participate in BSO's EMS Ride Along Program with The School Board of Broward County, Florida ("SBBC") (hereinafter referred to as the "Program"), which includes, but is not limited to, riding in a BSO vehicle as an observer, learning from BSO personnel, and actively engaging in actual tasks in conjunction with BSO personnel in multiple functions throughout the agency. I understand and acknowledge that BSO, in its sole discretion, may terminate my participation in the Internship upon verbal or written notice to me. Upon receipt of such notice, I will immediately cease any and all activities associated with the Internship and return to BSO any BSO identification badge(s) and access card(s).

If permission is granted, I will obey all instructions, orders and commands given to me by any BSO employee during my participation in the Internship. I understand that such instructions, orders, and commands will be for my safety and protection.

I am fully aware of and appreciate the fact that, as an Academic Intern with BSO, I may experience or encounter many dangers including, but not limited to, vehicle accidents, altercations with dangerous individuals, and blood-borne/air-borne pathogens. I fully realize and appreciate the fact that such dangers may result in physical harm, injury, or death to me.

I, on behalf of myself, my heirs, executors and administrators, voluntarily accept any and all risks associated with my participation in the Internship, and agree to hold harmless and indemnify BSO, the Sheriff of Broward County, its directors, officers, deputies, employees, agents, representatives, volunteers and servants from any claim, cause of action, or lawsuit resulting from personal injury or property damage to myself or others during my participation in the Internship including any claim, cause of action or lawsuit based on negligence, actions or inactions of BSO, the Sheriff of Broward County, its directors, officers, deputies, employees, agents, representatives, volunteers or servants.

I, the undersigned, intending to be legally bound hereby, for myself, my heirs, executors, and administrators, waive and release any and all rights and claims for losses and damages including, but not limited to, personal injury and property damage, that exist,

now or in the future, against BSO, the Sheriff of Broward County, its directors, officers, deputies, employees, agents, representatives, volunteers and servants resulting, either directly or indirectly, from my participation in the Internship including any claim, cause of action or lawsuit based on negligence, actions or inactions of BSO, the Sheriff of Broward County, its directors, officers, deputies, employees, agents, representatives, volunteers or servants.

I understand that this Hold Harmless and Indemnity Agreement includes any and all claims based on the negligence, actions or inactions of BSO, the Sheriff of Broward County, its directors, officers, deputies, employees, agents, representatives, volunteers or servants and covers bodily injury and property damage, whether suffered by myself or another person.

Notwithstanding any provision to the contrary set forth herein, it is understood and acknowledged that the terms and conditions set forth herein do not waive any applicable workers compensation claim.

The parties recognize that in order to simplify the paperwork associated with each detail, ride along, function, event, activity or trip associated with the Internship, this Agreement shall be applicable to all such details, ride alongs, functions, events, activities and trips.

It is further agreed that as an Academic Intern, I will not carry a firearm or any other weapon while participating in the Program.

I will keep in strict confidence all confidential information of BSO and shall not disclose or reveal any confidential information to any third party without the express prior written consent of BSO.

I will comply with any and all applicable state and federal laws and regulations concerning patient confidentiality or protected health information, if applicable.

In entering this Agreement, the parties represent that they have had a reasonable opportunity to seek and select legal advice and have relied upon the advice of their own legal representative, who is an attorney of their choice, or have voluntarily chosen not to seek the advice of an attorney, and that the terms of this Agreement have been completely read and that those terms are fully understood and are voluntarily accepted. In the event of litigation in connection with or concerning the subject matter of this Agreement, the prevailing party shall be entitled to recover all costs and expenses incurred by such party in connection therewith, including reasonable attorney's fees.

_____

Signature

_____
Printed Name of BSO Academic Intern

_____ _____
Driver's License # D.O.B.

_____
Address

_____
City, State Zip Code

_____
Phone

State of _____

County of _____

The foregoing instrument was acknowledged before me by means of physical presence this _____ day of _____ 20_____ by _____, known to me to be the person described herein, or who produced _____ as identification, and who did/did not take an oath.

NOTARY PUBLIC:

_____
(Signature)

_____
(Print Name)

My commission expires: _____

260817bsoridealongrpvrl

Status: SPECIAL ORDER

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

2026-11-10	Regular School Board Meeting
CATEGORY:	P. Policies
DEPARTMENT:	General Counsel

Agenda Item Number:	P-1.
Consent Item:	Consent
Special Order:	YES
Time for Special Order:	9:00 A.M.

TITLE:

Rulemaking
EXHIBITS FORTHCOMING

REQUESTED ACTION:

Adopt and rescind School Board Policies. The effective date of this action shall be October 14, 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 Rulemaking Notice was published on October 13, 2026. These policies were also reviewed at the Policy Review and Rule Development held on September 22, 2026 and November 4, 2026.

EXHIBITS:

Exhibits Forthcoming

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 9/26

HH/JJS

Approved in Open Board Meeting On: November 10, 2026

By: School Board Chair

Status: SPECIAL ORDER

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

2026-11-10	Regular School Board Meeting
CATEGORY:	R. Resolutions
DEPARTMENT:	Board Member - District 1

Agenda Item Number:	1.
Consent Item:	Consent
Special Order:	YES
Time for Special Order:	11:00 A.M.

TITLE:

Resolution No. 27-119, America Recycles Day
SPECIAL ORDER - 11:00 A.M.

REQUESTED ACTION:

Adopt Resolution 27-120 in support of America Recycles Day; acknowledging the adoption of the Solid Waste Authority of Broward County's Master Plan. (Bulman)

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
- Resolution

FINANCIAL IMPACT:

There is no financial impact to the District with the adoption of this resolution.

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:	John Sullivan	Phone:	754-321-2616
Name:		Phone:	

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Senior Leader & Title

John J. Sullivan, Chief of Staff

Signature

John J. Sullivan, Chief of Staff Oct 20, 2026

Electronic Signature

Form $4189 Revised 9/26

HH/JJS

Approved in Open Board Meeting On: November 10, 2026

By: _____

School Board Chair

For more information, please contact:

Name: John Sullivan
Title: Chief of Staff
Phone: 754-321-2616

EXECUTIVE SUMMARY

Resolution No. 27-119, America Recycles Day

Board Meeting Date: November 10, 2026

Requested Action: Adopt Resolution 27-119 in support of America Recycles Day; acknowledging the adoption of the Solid Waste Authority of Broward County's Master 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: Maura Bulman	
School Board Policy Requirement	• N/A
Statutory Requirement	• N/A
If the School Board votes "Yes"	• The resolution is adopted, formalizing the District's commitment.
If the School Board votes "No"	• The resolution is not adopted, and no official stance is formalized at this time.
Alignment to the 2027 Strategic Goals and Guardrails	• Guardrail 3: School Support
Measurable Outcome(s)/Return on Investment	• Adopting this resolution will ensure and promote environmental stewardship.

Background/History

The past two years the partnership between the Solid Waste Authority of Broward County has strengthened with School Board Member Bulman serving as the BCPS representative on the Governing Board.

The Solid Waste Authority of Broward County has helped facilitate and fund the development of a new recycling curriculum that will be available in every school districtwide in the 2026-2027 school year, as well as a more robust pilot program in 26 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:
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	Schools will be empowered to recycle and engage in waste auditing projects.
School Selection /Prioritization	N/A
Community/ Stakeholder Engagement	Collaboration between environmental organizations and student environmental leaders.
End-User Input	N/A
Technology/Capital Expected Lifecycle/Replacement Cycle	N/A

Additional Backup:
Resolution

600 SE Third Avenue
Fort Lauderdale, FL 33301

Telephone:
754-321-0000

Website:
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.
Drebra Hixon
Nora Rupert
Rebecca Thompson
Dr. Allen Zeman

Dr. Howard Hepburn
Superintendent

RESOLUTION

NO. 27-119, AMERICA RECYCLES DAY

A RESOLUTION OF THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA, RECOGNIZING AMERICA RECYCLES DAY, SUPPORTING THE REGIONAL RECYCLING MASTER PLAN, AND COMMITTING TO STRENGTHEN RECYCLING PROGRAMS AT ALL DISTRICT SCHOOLS WITHIN THE DECADE.

WHEREAS, America Recycles Day is observed annually on November 15 to promote recycling and waste reduction; and

WHEREAS, Broward County Public Schools (the "District") serves approximately 180,000 students at more than 220 schools and centers and is well positioned to advance recycling and environmental literacy at scale; and

WHEREAS, on April 17, 2026, the Solid Waste Disposal and Recyclable Materials Processing Authority of Broward County (the "Solid Waste Authority" or "SWA") approved a forty (40) year Solid Waste Management and Recycling Master Plan (the "Master Plan"), which Broward County and twenty-six (26) member municipalities ratified in August 2026; and

WHEREAS, the Master Plan supports progress toward the State's seventy-five percent (75%) recycling goal originally established in Section 403.7032, Florida Statutes; and

WHEREAS, countywide recycling performance has declined, local disposal capacity is constrained, and recycling generally costs less per ton than disposal, so expanding recycling at District facilities is expected to reduce the District's long-term costs; and

WHEREAS, many District schools already run recycling, composting, and waste reduction programs that provide replicable models for districtwide expansion; and

WHEREAS, the School Board finds that a districtwide recycling commitment serves taxpayers, supports the District's educational mission, and aligns with the Solid Waste Authority's regional direction;

NOW, THEREFORE, BE IT RESOLVED BY THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA:

Section 1. The foregoing recitals are hereby ratified as true and correct and incorporated herein by reference.

Section 2. The School Board hereby recognizes November 15, 2026, as America Recycles Day in Broward County Public Schools, and encourages all students, staff, and families to participate in recycling and waste reduction.

600 SE Third Avenue
Fort Lauderdale, FL 33301

Telephone:
754-321-0000

Website:
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.
Drebra Hixon
Nora Rupert
Rebecca Thompson
Dr. Allen Zeman

Dr. Howard Hepburn
Superintendent

RESOLUTION

NO. 27-119, AMERICA RECYCLES DAY

Section 3. The School Board hereby acknowledges the adoption and ratification of the Master Plan and expresses its support for the coordinated regional approach to solid waste management and material recovery that the Master Plan establishes.

Section 4. The School Board hereby commits to strengthening school-supported implementation, revitalization, promotion, and participation in the District's recycling program at one hundred percent (100%) of District schools and educational centers within the decade.

Section 5. The School Board hereby commends those District schools that have already implemented recycling, composting, and waste reduction programs, and directs that the practices of these schools be documented and shared, where appropriate, as models for other schools, consistent with District policies and procedures.

Section 6. The Superintendent, or designee, is hereby directed to develop an implementation plan to achieve the commitment in Section 4, including phased milestones, resource requirements, responsible District departments, a baseline inventory of existing school recycling programs, and measures of diversion and cost performance; to coordinate with the Solid Waste Authority, Broward County, and member municipalities regarding Master Plan alignment, collection services, and available technical or grant assistance; and to report to the School Board on progress at least annually.

Section 7. The School Board encourages integrating waste reduction and recycling concepts into student learning and school culture, consistent with applicable curriculum standards.

Section 8. This Resolution shall take effect immediately upon adoption.

Given at Fort Lauderdale, this 10th day of November 2026.

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

APPROVE:_____
Sarah Leonardi, Chair

ATTEST:_____
Dr. Howard Hepburn, Superintendent of Schools

Status: ORIGINAL

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

2026-11-10	Regular School Board Meeting
CATEGORY:	D. Chief Auditor
DEPARTMENT:	Auditing

Agenda Item Number:	2.
Consent Item:	Consent
Special Order:	YES
Time for Special Order:	11:30 A.M.

TITLE:

Internal Audit Report: SMART Bond Program Late-Stage Scope Addition Analysis

REQUESTED ACTION:

Receive RSM US LLP, Internal Audit Report- SMART Bond Program Late-Stage Scope Addition Analysis Report. 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 Executive Summary.

EXHIBITS:

Executive Summary
SMART Bond Late Stage Rpt
Meeting Excerpts 100126

FINANCIAL IMPACT:

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.

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 Oct 26, 2026

Electronic Signature

Form $4189 Revised 9/26

HH/JJS

Approved in Open Board Meeting On: November 10, 2026

By: _____

School Board Chair

For more information, please contact:
Name: Mark Magli
Title: Chief Auditor
Phone: 754-321-2400

EXECUTIVE SUMMARY

RSM Audit Report – SMART Bond Program Late-Stage Scope Addition Analysis

Board Meeting Date: November 10, 2026

Requested Action: Receive the analysis of Broward County Public Schools SMART Bond Program Late-Stage Scope Addition Analysis, conducted by RSM US LLP.

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 will receive the audit report on SMART Bond Program Late-Stage Scope Addition Analysis, conducted by RSM US LLP in accordance with Florida Statutes and SBBC policy.
If the School Board votes "No"	• If the School Board does not vote to receive the report, the report will not be formally received as part of this agenda action.
Alignment to the 2027 Strategic Goals and Guardrails	• Guardrail 4 - Accountability
Measurable Outcome(s)/Return on Investment	• Continued enhancement of internal control effectiveness, risk management, operational accountability, and compliance with applicable regulatory requirements and School Board policies and procedures.

Background

Broward County Public Schools' (BCPS) manages one of Florida's largest public education capital programs through the SMART Bond Program, which supported facility improvements, renovations, safety enhancements, technology upgrades, and infrastructure modernization across the District. Construction projects of this size and complexity routinely require modifications; however, significant scope additions late in the project lifecycle could increase costs, extend schedules, reduce budget predictability, and diminish transparency in project planning and execution. The Office of Capital Programs (OCP) oversees these projects and was responsible for ensuring that changes were identified, evaluated, documented, and approved appropriately throughout the construction process.

RSM conducted an analysis of SMART Program projects that experienced significant scope additions or change orders after projects were at least 80 percent complete. Based on a review of sampled projects and supporting documentation, two moderate-rated observations were identified.

Observation 1: Pre-Construction Validation and Planning
The review identified opportunities to strengthen pre-construction planning and validation. Sampled late-stage scope additions arose from design omissions; discrepancies among facility records, documented uses, and actual conditions; code or permitting requirements identified during review or inspection; and concealed or unforeseen field conditions. These matters resulted in added costs, schedule extensions, or late-stage scope changes and demonstrated opportunities to improve validation of design assumptions, existing conditions, intended room uses, and applicable code requirements where reasonably practicable.

Observation 2: Late-Stage Formalization of Project Impacts
The review also found that project impacts were frequently identified well before project completion but were not formally documented, quantified, and incorporated into approved change orders until projects were substantially complete or nearing closeout. Across the sampled projects, Requests for Information (RFIs), Architect's Supplemental Instructions (ASIs), permitting comments, field discoveries, and Proposed Change Orders (PCOs) often remained unresolved for extended periods. While RSM did not conclude that administrative processing delays alone caused project completion delays in every instance, delayed formalization of known project impacts reduced management's visibility into evolving costs, schedules, and project risks and limited the usefulness of project reporting throughout construction. Sampled items averaged 358 days from Notice to Proceed to issue identification and 368 days in change order review before Board approval.

Summary of Corrective Actions
OCP partially concurred with both observations and identified proposed improvements to strengthen project planning, change management, documentation, monitoring, and oversight. Selected proposed actions under review include:

- Developing and implementing standardized pre-construction scope-validation procedures in coordination with the Long-Range Facility Master Planner and integrating those requirements into Trimble Unity Construct workflows.
- Establishing formal site-condition verification protocols, including documented project kickoff walkthroughs involving architects, engineers, construction personnel, Building Department representatives, and PPO staff.
- Requiring documented validation of facility-use requirements and reconciliation of actual room usage with Florida Inventory of School Houses (FISH) records, with discrepancies escalated through a formal workflow for review and resolution.
- Reviewing and refining construction contractual change-management requirements, procedures, forms, documentation requirements, and Standard Operating Procedures (SOPs).

The Audit Committee reviewed and approved the transmittal of this report during the committee's meeting on October 1, 2026.

Financial Impact, Funding Source & Budget Status
There is no financial impact to the District.

Additional Backup:
RSM SMART Bond Program Late-Stage Scope Addition Analysis Audit Report;
Audit Committee Meeting Excerpts

Internal Audit Report: SMART Bond Program Late-Stage Scope Addition Analysis

Broward County Public Schools

July 15, 2026

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TRANSMITTAL LETTER

July 15, 2026

Mark Magli, Task Assigned Chief Auditor
Broward County Public Schools
600 SE 3rd Avenue, 8th Floor
Fort Lauderdale, Florida 33301

Pursuant to the approved internal audit scope of work, dated February 5th, 2026, we hereby submit our SMART Bond Program Late-Stage Scope Addition Analysis. Our report is organized in the following sections:

Executive Summary	This provides a high-level overview and summary of the observations noted in our SMART Bond Program Late-Stage Scope Additions.
Background	This provides an overview of the function, as well as relevant background information.
Objectives and Approach	The internal audit objectives are expanded upon in this section, as well as a summation of the various phases of our approach.
Observations Matrix	This section includes a description of the observations noted during our review and recommended actions, as well as Management's response, including the responsible party, and estimated completion date.

We would like to thank the staff and all those involved in assisting our firm with this internal audit.

Respectfully Submitted,

RSM US LLP

RSM US LLP

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EXECUTIVE SUMMARY

Background

Broward County Public Schools ("District" or "BPS") is the second largest public school district in Florida and the sixth largest in the country, serving approximately 250,000 students across more than 230 schools, centers, and technical institutions throughout Broward County. The District is responsible for maintaining and improving a substantial portfolio of educational facilities, including aging campuses and infrastructure requiring ongoing maintenance, modernization, and capital investment.

In November 2014, Broward County voters approved an $800 million General Obligation Bond known as the SMART Program (Safety, Music & Art, Athletics, Renovations, and Technology). The program was established to support districtwide facility improvements and infrastructure modernization efforts. Funded projects have included HVAC replacements, roofing projects, fire alarm and sprinkler upgrades, electrical and ADA improvements, classroom additions, and technology enhancements. The Office of Capital Programs ("OCP") is responsible for the planning, design, construction, renovation, and maintenance activities across all District facilities and campuses. As of October 2025, 149 projects have been completed.

Construction and capital improvement projects are complex and commonly require modifications after work has started due to unforeseen conditions, design revisions, operational requests, or code-related requirements. These modifications are typically processed through change orders or scope additions that adjust the original project scope, budget, or schedule. Although changes during construction are expected, significant additions occurring late in the project lifecycle may indicate weaknesses in planning, design coordination, procurement, or project oversight and may contribute to increased costs, schedule impacts, and reduced budget certainty.

Objectives and Scope

The primary objective of this internal audit was to analyze projects nearing completion that experienced significant scope increases, with the objective of identifying root causes for late-stage additions and assessing whether they resulted from initial scoping, bidding, plan review, inspection, or other process issues.

We identified and selected a sample of projects that experienced significant scope additions or large change order packages late in the project lifecycle for analysis. For these samples, our procedures included, but were not limited to:

- Reviewed documentation and conducted analysis to determine whether late-stage scope additions were attributable to, but not limited to, any of the following factors:
  - Initial scoping or bidding deficiencies
  - Incomplete or inaccurate bidding documents
  - Plan review oversights
  - Inspection findings
  - Code compliance requirements identified late in the process
  - Unforseen conditions
- Evaluated whether scope changes and emerging trends were identified, assessed, and communicated proactively by the PMOR and District.
- Assessed whether end-of-project scope additions may have been identified earlier in the project lifecycle.

Fieldwork was performed between March 2026 through May 2026.

At the conclusion of our procedures, we summarized our findings into this written report. We have reviewed the results of our testing with OCA and PM/OR teams, and incorporated managements response herein.

Overall Summary / Highlights

Internal audits provide insight into an organization's culture, policies, and procedures and aids Management in oversight by verifying internal controls are operating effectively, and adequately mitigating risk, and are in compliance with relevant laws, regulations and policies.

The observations detailed in the pages that follow represent only the instances where exceptions were noted, and do not detail the instances where testing resulted in no reportable observations. For each observation, we discuss the relevant risks, which may include financial, operational, and/or compliance, as well as public perception or brand risks.

Summary of Observation Ratings
(See page 3 for risk rating definitions)

	High	Moderate	Low
Late-Stage Scope Addition Analysis	-	2	-

We would like to thank all District team members who assisted us throughout this internal audit.

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EXECUTIVE SUMMARY (CONTINUED)

Observations Summary

Below is a summary listing of the observations that were identified during this internal audit. Detailed observations are included in the observation matrix section of the report. Definitions of the rating scale are included below.

Summary of Observations	
Observations	**Rating**
1. Pre-Construction Validation and Planning	**Moderate**
2. Late-Stage Formalization of Project Impacts	**Moderate**

Risk Rating Definitions

Provided below are the observation risk rating definitions for the detailed observations.

Observation Risk Rating Definitions	
Rating	**Definition**
Low	Observation presents a low risk (i.e., impact on financial statements, internal control environment, brand, or business operations) to the organization for the topic reviewed and/or is of low importance to business success/achievement of goals.
Moderate	Observation presents a moderate risk (i.e., impact on financial statements, internal control environment, brand, or business operations) to the organization for the topic reviewed and/or is of moderate importance to business success. Action should be in the near term.
High	Observation presents a high risk (i.e., impact on financial statements, internal control environment, brand, or business operations) to the organization for the topic reviewed and/or is of high importance to business success/achievement of goals. Action should be taken immediately.

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BACKGROUND

Overview

Broward County Public Schools ("District" or "BPS") is second largest public school district in Florida, serving a diverse student population across more than 230 schools, academic centers, and technical institutions throughout Broward County. The District also manages a large portfolio of educational facilities projects consisting of managing aging infrastructure, ongoing maintenance demands, modernization initiatives, code compliance requirements, and capital improvement projects designed to support student safety and educational operations.

In November 2014, Broward County voters approved an $800 million General Obligation Bond ("SMART Program") to fund capital improvements throughout the District. The SMART Program represents Safety, Music & Art, Athletics, Renovations, and Technology, all critical focuses identified by the District. This program was established with the intent of modernizing and improving school facilities districtwide. Projects funded through the program have included but are not limited to roofing replacements, HVAC upgrades, fire alarm and fire sprinkler improvements, electrical and ADA upgrades, classroom additions, and technology infrastructure enhancements.

Construction projects within large public sector environments are inherently complex and frequently require modifications during execution due to unforeseen conditions, design clarifications, regulatory requirements, or operational needs. These modifications are processed through change orders or scope additions, which are formal amendments to the original construction contract that may adjust project scope, cost, schedule, or other contractual terms after work has commenced. While some degree of change during construction is expected, significant scope increases occurring late in the project lifecycle may indicate underlying issues related to project planning, design development, procurement, contract administration, construction oversight, or project governance. Late-stage scope additions can result in increased project costs, schedule delays, operational disruption, reduced budget predictability, and diminished transparency regarding the original project scope and associated approvals. Given the significant public investment associated with the District's capital improvement program, effective project planning, scope management, and change order oversight are critical to promoting fiscal accountability, transparency, operational efficiency, and responsible stewardship of public resources.

Change Orders and Scope Additions

Construction projects are awarded based on a defined scope of work established through architectural and engineering plans, technical specifications, cost estimates, and bid documents prepared during the design and procurement phases. During construction, however, circumstances may arise that require modifications to the original contract. A change order is a formal, documented amendment to the original construction contract that authorizes changes to the project's scope of work, contract value, schedule, or other contractual terms after the contract has been executed. Change orders may either increase or decrease the contract amount and may also adjust project completion timelines. Scope additions are processed through change orders when additional work outside the original contract requirements is identified during project execution. Change orders are initiated when project stakeholders identify work that cannot be completed under the original contract documents or when additional work is determined to be necessary to achieve operational, safety, regulatory, or functional objectives.

The change order process includes identification of the issue, development of a proposed solution, cost estimation, schedule impact analysis, review and negotiation, approval by authorized parties, and formal execution prior to implementation. Effective change management processes are critical to maintaining fiscal accountability, maintaining transparency, controlling project costs and schedules, and promoting proper stewardship of public resources. Key elements of effective change management include complete and coordinated design documents, proactive project monitoring, timely identification and escalation of risks, adequate documentation, and appropriate review and approval controls throughout the project lifecycle.

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BACKGROUND

Change Order Samples

To assess vendor change orders and their justification for finalization near completion of the project scope, we analyzed project change orders between June 2019 and December 2025 and sampled ten (10) late-stage change orders across nine (9) projects for detailed review. Our sampling methodology considered factors including project percent completion at time of change order approval, change order value, total contract value, expected project delays, and project type, among other relevant considerations.

Sample	Project Number	% Complete as CO Approved	Project Name	Approved Date	Change Order Amount	Days Extended	Reason	Description	Original Contract Amount	Actual Start	Contractor
1	P.002062	88%	Park Springs ES - SMART Program Renovations	9/16/2025	$214,135.76	421	Consultant Omission	Installation of Fire Alarm System in Building 80	$7,900,000	7/5/2022	H.A. CONTRACTING CORP.
2	P.002042	97%	Tequesta Trace MS - SMART Program Renovations	7/24/2025	$43,491.39	0	Consultant Omission	To comply with the failed inspection comments to add several fire alarm devices	$8,877,777	--	LEGO CONSTRUCTION CO.
	P.002042	97%	Tequesta Trace MS - SMART Program Renovations	7/22/2025	$-	151	Consultant Error	Time Extension Request for additional fire alarm devices	$8,877,777	7/5/2022	LEGO CONSTRUCTION CO.
3	P.001774	100%	Cypress Bay HS - SMART Program Renovations	6/14/2022	$553,799.00	105	Unforeseen Condition	CUD - Unforeseen groundwater was encountered during excavation of footings	$25,604,000	3/28/2019	THE MORGANTI GROUP, INC.
4	P.002039	99%	Riverside ES - SMART Program Renovations	5/13/2025	$-	381	Consultant Omission	Time Extension Request for delays associated with mobilization, clarification of fire alarm drawings, relocation of the terminal cabinets	$1,615,000	8/1/2022	CAMPUS CONSTRUCTION GROUP, INC.
5	P.002044	98%	Bair MS - SMART Program Renovations	11/12/2025	$34,101.80	209	Consultant Omission	Installation of nine (9) additional fire alarm devices required for compliance	$741,335	3/2/2022	DANTO BUILDERS, LLC

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BACKGROUND (CONTINUED)

Change Order Samples (Continued)

Sample	Project Number	% Complete as CO Approved	Project Name	Approved Date	Change Order Amount	Days Extended	Reason	Description	Original Contract Amount	Actual Start	Contractor
6	P.002003	97%	Miramar HS - SMART Program Renovations	12/17/2024	$233,636.27	0	Unforeseen Condition	CUD - Provide labor, material and equipment to install temp cooling system campus wide, power to the SRO officer's house, power to the IT rack, during the power shut down period to replace the main switch gears	$17,324,816	2/2/2022	THORNTON CONSTRUCTION COMPANY, INC.
7	P.002000	96%	Virginia Shuman Young ES - SMART Program Renovations	11/12/2025	$140,831.25	0	Consultant Omission	Installation of Additional Fire Alarm Devices in Buildings 1, 3, 4, 5 & 7	$3,820,306	10/27/2020	ADVANCED ROOFING, INC.
8	P.002810	90%	Atlantic West ES - Roofing Bldg 1, 3,6 - SMART Program	12/21/2023	$666,061.00	0	Unforeseen Condition	Provide labor, materials, and equipment to replace 62,282 SF of deteriorated metal decking	$3,875,538	--	ADVANCED ROOFING, INC.
9	P.001838	85%	South Broward HS - SMART Program Renovations	2/19/2025	$259,439.72	0	Consultant Omission	Installation of new acoustical panels	$8,275,545	12/28/2020	JOHNSON-LAUX CONSTRUCTION, LLC

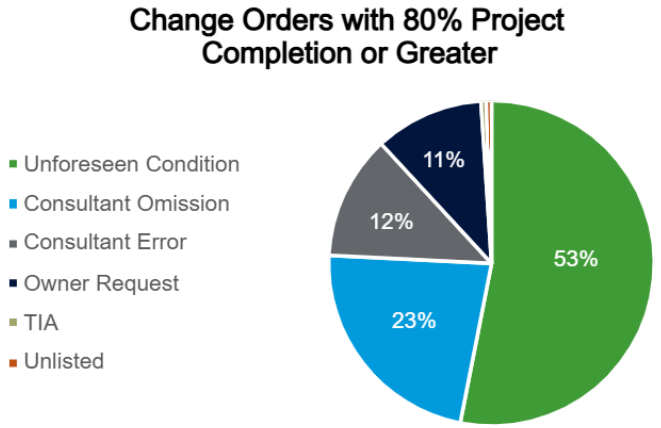
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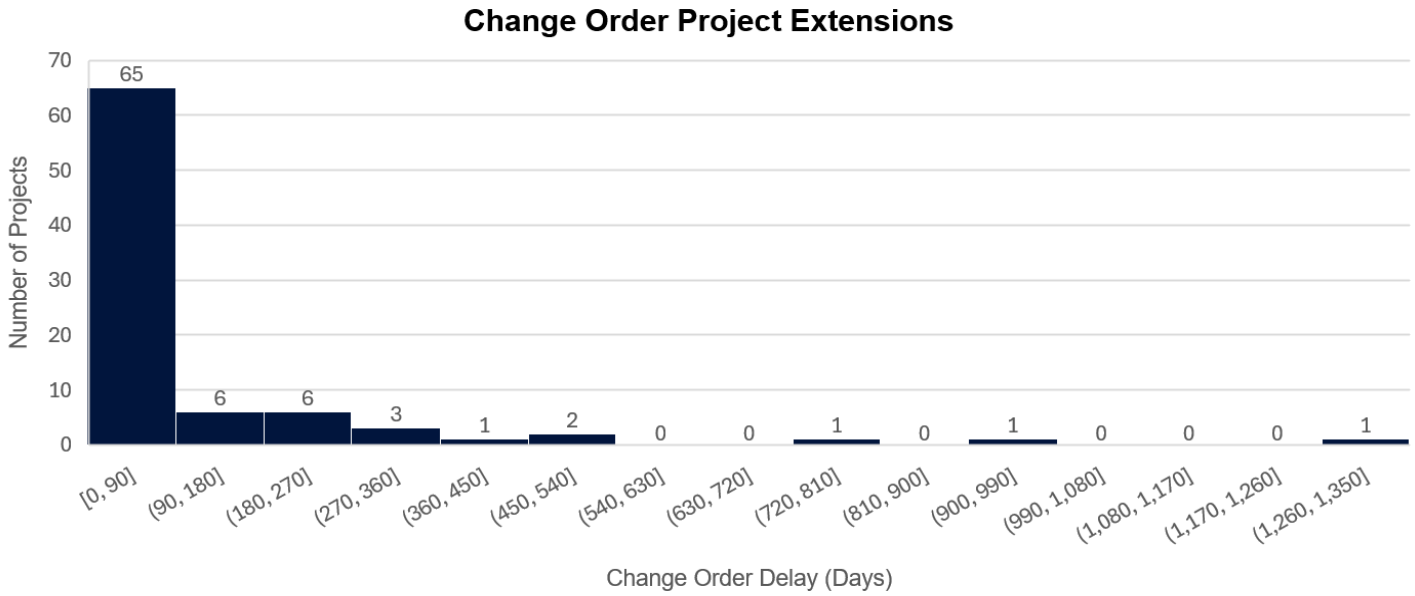
BACKGROUND (CONTINUED)

Data Analytics

As a part of this review, data analytics were performed on a population of change orders for all SMART Bond Program projects between June 2019 through December 2025. This population consisted of 440 change orders. Of these, 194 were Board approved change orders that either increased the contract amount or extended the project schedule and were approved after the associated project was listed by the Project Manager as at least 80% complete per the Monthly Project Update.

Change Orders with 80% Project Completion or Greater			
Change Order Reason	**Project Count**	**Change Order Amount Total**	**Extension Total (Days)**
Unforeseen Condition	103	$ 5,125,276	5,113
Consultant Omission	44	$ 2,135,888	1,560
Consultant Error	24	$ 1,553,185	1,074
Owner Request	21	$ 1,198,848	3,799
TIA	1	$ -	305
Unlisted	1	$ -	0
Grand Total	**194**	**$ 10,013,196**	**11,851**





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Change Order Timelines

The following timelines represent when the corresponding issue for each sampled project change order was identified relative to the NTP, how long the change order was in review, and how long until the change was fully executed and Board approved.

Sample	Project Number	Project Name	CO Description	Days Identified After NTP	Days in CO Review Until Board Approval
1	P.002062	Park Springs ES - SMART Program Renovations	Installation of Fire Alarm System in Building 80	282	775
2	P.002042	Tequesta Trace MS - SMART Program Renovations	To comply with the failed inspection comments to add several fire alarm devices	583	248
2	P.002042	Tequesta Trace MS - SMART Program Renovations	Time Extension Request for Additional Fire Alarm Devices	583	248
3	P.001774	Cypress Bay HS - SMART Program Renovations	CUD - Unforeseen groundwater was encountered during excavation of footings	167	630
4	P.002039	Riverside ES - SMART Program Renovations	Time Extension Request for delays with mobilization, clarification of fire alarm drawings, relocation of terminal cabinets	87	356
5	P.002044	Bair MS - SMART Program Renovations	Installation of nine (9) additional fire alarm devices required for compliance	531	506
6	P.002003	Miramar HS - SMART Program Renovations	Labor, materials, and equipment to install temp cooling system to campus, SRO officer's house, and IT rack	583	130
7	P.002000	Virginia Shuman Young ES - SMART Program Renovations	Installation of Additional Fire Alarm Devices in Buildings 1, 3, 4, 5 & 7	40	373
8	P.002810	Atlantic West ES - SMART Program	labor, materials, and equipment to replace 62,282 SF of deteriorated metal decking	352	271
9	P.001838	South Broward HS - SMART Program Renovations	Installation of new acoustical panels	367	148
			Average	**358**	**368**

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Change Order Cause Categories

The following represents contributing factors identified for each sampled project that resulted in the late-stage change order and impacted the submission and execution process.

Sample	Project Number	Project Name	Change Order Cause Categories					
			Design Omissions and Incomplete Construction Documents	Evolving or Misaligned Building Use Conditions	Code Interpretation and Regulatory Review Outcomes	Unforeseen Field Conditions	Delayed Identification and Prolonged Resolution of Issues	Coordination and Change Management Process Inefficiencies
1	P.002062	Park Springs ES - SMART Program Renovations	✓				✓	✓
2	P.002042	Tequesta Trace MS - SMART Program Renovations			✓			
3	P.001774	Cypress Bay HS - SMART Program Renovations				✓	✓	
4	P.002039	Riverside ES - SMART Program Renovations			✓	✓		✓
5	P.002044	Bair MS - SMART Program Renovations		✓	✓			
6	P.002003	Miramar HS - SMART Program Renovations				✓		
7	P.002000	Virginia Shuman Young ES - SMART Program Renovations	✓	✓	✓			
8	P.002810	Atlantic West ES - SMART Program				✓	✓	
9	P.001838	South Broward HS - SMART Program Renovations				✓		

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OBJECTIVES AND APPROACH

Objectives

The primary objective of this internal audit was to analyze projects nearing completion that experienced significant scope increases, with the objective of identifying root causes for late-stage additions and assessing whether they resulted from initial scoping, bidding, plan review, inspection, or other process issues. The scope period was June 2019 through December 2025.

Approach

The purpose of this phase was to identify and select a sample of SMART program projects that experienced significant scope additions or large change order packages late in the project lifecycle for analysis. This analysis included but was not limited to the following procedures:

- Performed data analytics on the population of change orders to identify late stage scope additions that were Board approved change orders that either increased the contract amount or extended the project schedule and were approved after the associated project was listed by the Project Manager as at least 80% complete per the Monthly Project Update.
- Performed detailed analysis on a sample of nine (9) projects that experienced significant scope additions or large change order packages late in the project lifecycle and performed the following:
    - Reviewed documentation to assess justification and timeline for late stage scope addition, including but not limited to:
        - Proposed Change Orders
        - Architect Supplemental Instructions
        - Contingency Use Directives
        - Contractor correspondance
        - Requests For Information
        - Permitting support
        - Inspection reports
    - Evaluated each change order to determine whether late-stage scope additions were attributable to, but not limited to, any of the following factors:
        - Initial scoping or bidding deficiencies
        - Incomplete or inaccurate bidding documents
        - Plan review oversights
        - Inspection findings
        - Code compliance requirements identified late in the process
        - Unforseen conditions
- Evaluated whether scope changes and emerging trends were identified, assessed, and communicated proactively by the OCA and PM/OR teams.
- Assessed whether end-of-project scope additions may have been identified earlier in the project lifecycle.
- Reviewed identified results with the PM/OR to discuss project specifics and additional contextual information.

Reporting

At the conclusion of this internal audit, we summarized our findings into this report. We have reviewed the results with the appropriate Management personnel and have incorporated Management's response into this report.

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OBSERVATIONS MATRIX

1. Pre-Construction Validation and Planning	Risk Rating: Moderate

Observation

As part of our review, RSM identified several late-stage change orders resulting from conditions that were not fully identified or validated during the design development phase. Based on our review, these additions were attributable to a variety of factors, including, but not limited to, inaccurate occupancy assumptions, misalignment between documented and actual building use, omissions of fire alarm system components from the design documents, and code-related revisions identified during the permitting and inspection processes. Of the ten (10) sampled late-stage scope additions reviewed, we noted the following:

- One (1) project, Park Springs ES (P.002062), required additional fire alarm devices and system modifications that were not included in the original design documents. According to the A/E, these changes resulted from an omission by a fire alarm design consultant.
- Three (3) projects required additional fire alarm devices and system modifications required for building use requirements that were not identified until a failed fire inspection occurred. For these samples, the cause of the failed inspections was that actual room usage differed from the occupancy assumptions. All failed fire inspections occurred over an 11-month period from August 2023 to July 2024. Of these three (3) samples;
    - Tequesta Trace MS (P.002042) was attributed to missed devices by the A/E in the design plans.
    - Bair MS (P.002044) was attributed to FISH plans and As-Built drawings inaccurately reflecting actual conditions at the site.
    - Virginia Shuman Young ES (P.002000) was attributed to discrepancies between the facility drawings, identified room usage, and actual room use at the site.
- Four (4) projects encountered existing site conditions that were not identified until demolition or construction activities were underway, necessitating design revisions and additional construction work to address the newly identified conditions. Of these four (4) samples;
    - Riverside ES (P.002039) and South Broward HS (P.001838) were attributed to accessibility limitations caused by terminal cabinets and acoustical curtains that were not identified during site inspections.
    - Miramar HS (P.002003) was attributed to required design modifications to an existing electrical vault to support the project's electrical infrastructure improvements that were not identified during the planning phase.
    - Atlantic West ES (P.002810) was attributed to deteriorated metal decking, that while identified earlier at a different building, was unable to be validated timely.

Many of these occurrences indicate opportunities to improve the processes used to validate design assumptions before construction begins. As a result, issues that could have been identified during planning were instead discovered during construction, permitting, or final inspections, contributing to change orders being executed near project completion. Effective pre-construction planning should include formal verification that existing conditions have been adequately assessed, occupancy classifications and intended room uses have been confirmed with District stakeholders, and critical building systems have been coordinated with permitting authorities and applicable code requirements. These activities provide an opportunity to identify potential design conflicts, code compliance issues, and constructability concerns before they result in late-stage scope additions.

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OBSERVATIONS MATRIX (CONTINUED)

1. Pre-Construction Validation and Planning (Continued)	Risk Rating: Moderate

Recommendation

The following is recommended: The District strengthen its formal pre-construction validation process to verify that design assumptions, existing conditions, and code requirements have been adequately evaluated and documented before construction documents are issued for bid. This process may include standardized pre-bid validation checklists requiring confirmation that existing site conditions have been appropriately assessed and occupancy classifications and intended room uses have been verified with school and facilities stakeholders.

Additionally, the District should establish minimum expectations for field verification activities and, where appropriate, targeted reviews to validate existing conditions that could materially affect project scope. Design assumptions that are subject to change, such as room utilization or operational requirements, should be formally confirmed with end users before final design approval, with any changes evaluated for potential impacts to code compliance and project scope. Implementing these controls will improve the completeness and accuracy of construction documents, reduce the likelihood of scope changes resulting from unvalidated design assumptions or existing conditions, and help minimize late-stage change orders, schedule impacts, and cost increases during construction.

Management's Response

Response: The Office of Capital Programs (OCP) partially concurs. The SMART Program scope was established by prioritizing identified facility needs within the scope and funding authorized under the bond program. The A/E scope-validation process focused on the approved GOB project scope and was not intended to serve as a comprehensive, campus-wide reassessment of all existing conditions. During project implementation, the District identified variances among facility documentation, FISH records, actual facility use, existing conditions, and campus-wide system dependencies.

OCP recognizes the opportunity to strengthen controls and documentation related to scope assumptions, existing conditions, facility utilization, applicable code and life-safety requirements, system dependencies, and stakeholder input. OCP also notes that construction changes may arise from various causes, including unforeseen conditions, Owner-directed revisions, code requirements, design errors or omissions, and contractor-related matters. Accordingly, a subsequent scope addition does not, by itself, establish that the condition was reasonably identifiable before bidding or that the original scope-validation process was inadequate. OCP will review and, as appropriate, refine applicable SOPs and Trimble Unity Construct (TUC) processes in accordance with contractual requirements, specifications, applicable codes, and legal standards. Improvements under review by OCP include.

- Standardized pre-construction scope-validation procedures - This will be coordinated with the new Long Range Facility Master Planner (LRFMP) and reviewed for a new TUC workflow process.
- Site-condition verification protocols – OCP will ensure that Charter are held at the beginning of the project including a detailed site walkthrough with representatives from the AE, BCPS Pre-Construction, BCPS Construction, Building Department, and PPO. OCP will document in the OAC Meeting Minutes TUC workflow.
- Documented confirmation of facility-use requirements with relevant District stakeholders – OCP will create and implement a new TUC workflow requiring the AE to validate the FISH designated use of each space that is affected by the construction project. Any discrepancies between the actual facility use and the use reflected in the FISH will be escalated through the workflow to Pre-Construction and other required District departments for evaluation and resolution.

Responsible Party: Office of Capital Programs

Estimated Completion Date: December 31, 2026

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Observations Matrix (Continued)

2. Late-Stage Formalization of Project Impacts	Risk Rating: Moderate

Observation

As part of our review, RSM observed that several late-stage change orders were not the result of newly identified conditions arising near project completion. Rather, project records indicated that underlying issues, scope impacts, design revisions, permitting requirements, and field conditions were often identified months, or in some cases years, earlier but were not formally incorporated into executed change orders until projects were substantially complete, near completion, or after the associated work had already been performed. Across the sampled projects, Requests for Information (RFIs), Architect's Supplemental Instructions (ASIs), permitting comments, field discoveries, inspection findings, design revisions, and Proposed Change Orders (PCOs) frequently remained open for extended periods while undergoing coordination, review, pricing, and approval before being formally executed through the change order process. As a result, known project impacts were not consistently documented, quantified, and incorporated into approved project records in a timely manner. Delays in formalizing these project impacts reduce management's ability to accurately monitor project scope, budget, and progress throughout construction and increase the risk that reported project schedules do not accurately reflect current project status, outstanding work, or the potential effects of unresolved changes on project completion.

RSM's timeline analysis identified that sampled items averaged 358 days from Notice to Proceed to issue identification, 368 days in change order review. These results suggest opportunities for improvement not only within the formal approval process, but also within the broader processes used to monitor, coordinate, document, and advance identified project issues through resolution. For example:

- At Park Springs Elementary School (P.002062), a fire alarm scope omission was identified during the Architect/Engineer's review of shop drawings in April 2023. However, the associated PCO remained under review for approximately two years and underwent eleven revision cycles before receiving final Board approval in September 2025.
- At Riverside Elementary School (P.002039), multiple previously identified issues, including delayed mobilization, fire alarm design clarifications, terminal cabinet relocation requirements, and inspection-related deficiencies, were ultimately consolidated into a single change order approved when the project was approximately 99% complete.
- At Miramar High School (P.002003), an electrical vault design modification was identified in September 2023 and temporary cooling work occurred during June and July 2024; however, the related PCO and Contingency Use Directive were not initiated and executed until November 2024, after the work had already been completed.
- At Atlantic West Elementary School (P.002810), concerns regarding potential roofing deck replacement were raised during procurement and deteriorated decking conditions were formally identified during construction in April 2023. The resulting cost and schedule impacts were subsequently processed through change orders approved near project closeout.
- At South Broward High School (P.001838), concealed field conditions impacting acoustical panel installation were identified through project reporting in March 2023, while the associated permitting, PCO processing, and change order approval activities extended through February 2025 before the impacts were formally incorporated into approved change documentation.

Importantly, RSM did not identify sufficient evidence to conclude that the administrative processing timelines themselves materially delayed project completion in every instance reviewed. In several samples, the underlying work had already been performed, the condition had been addressed, or the project was substantially complete before the associated change order was fully executed and approved. Rather, the common theme observed across the sampled projects was that known project impacts were frequently not formally documented, quantified, and approved until significantly later in the project lifecycle.

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Observations Matrix (Continued)

2. Late-Stage Formalization of Project Impacts (Continued)	Moderate

Observation (Continued)

While construction projects inherently require coordination among contractors, design professionals, permitting agencies, and District personnel, effective project governance typically includes mechanisms to monitor aging RFIs, ASIs, permitting comments, PCOs, and other unresolved issues to promote timely formalization of known project impacts and improve management visibility into evolving project conditions.

Without formal performance expectations, aging analysis, escalation procedures, and management oversight of unresolved change-related activities, project impacts may remain administratively open for extended periods before being reflected in approved project records. This can reduce the usefulness of project schedule reporting, limit management's visibility into evolving cost and schedule exposure, increase administrative effort at project closeout, and result in significant project impacts being formally documented only after key decisions have already been made or work has already occurred.

Recommendation

We recommend the following:

The District strengthen its construction change management framework by establishing defined performance expectations for the review and resolution of RFIs, ASIs, permit revisions, PCOs, and change orders. The District should implement standardized turnaround time expectations, escalation procedures for aging items, and centralized monitoring of outstanding change related activities.

Additionally, management may explore establishing periodic oversight of unresolved change items throughout project execution to facilitate timely decision-making and promote completion of change order processing before substantial completion.

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OBSERVATIONS MATRIX (CONTINUED)

2. Late-Stage Formalization of Project Impacts (Continued)	Moderate

Management's Response

Response: The Office of Capital Programs (OCP) partially concurs. OCP has defined performance expectations for the review of RFIs, ASIs, PCOs, change order documentation, and schedules. Accordingly, the final approval date should not be interpreted as the sole indicator of when an issue was identified or when management began evaluating or addressing it.

The time required to achieve formal resolution varies depending on the nature and complexity of the issue and may include design development, regulatory review, supporting documentation, pricing revisions, schedule and entitlement evaluation, negotiation, funding authorization, and approval routing. Project records also reflect instances in which incomplete or unsupported submissions required correction and resubmission in accordance with contractual change-management requirements.

OCP recognizes an opportunity to improve the consistent monitoring, escalation, and documentation of unresolved change-related items. OCP will review and, as appropriate, refine applicable SOPs and Trimble processes in accordance with contractual requirements, specifications, codes, and legal standards. Improvements under review include:

1. Contractual Change Management Requirements - BCPS Office of General Counsel is reviewing the construction contracts and will recommend items for improvement and streamlining. OCP will also review the opportunity for simplification in the change order processes, forms, markups, and backup documentation requirements.

2. Enhanced completeness checks for PCO submissions. The Executive Director, Office of Capital Programs will issue formal communication to all AE firms reinforcing their contractual obligations with respect to change order review.

3. Clarification of review and return requirements for non-compliant submissions - OCP will update the SOP to specify the conditions under which a non-compliant change order should be returned to the GC.

4. Standardized step aging and escalation reporting for unresolved items to the Executive Director of Capital Programs or appropriate District leadership - Enhanced reporting to the District leadership to give more metrics and analysis on change orders.

5. Inspectors have been encouraged to fully inspect the work and identify all issues as early as possible in construction. The Bond Oversight Committee made a recommendation to the Board that the same inspector should be assigned for the duration of the construction to streamline the inspection process.

Responsible Party: Office of Capital Programs

Estimated Completion Date: March 31, 2027

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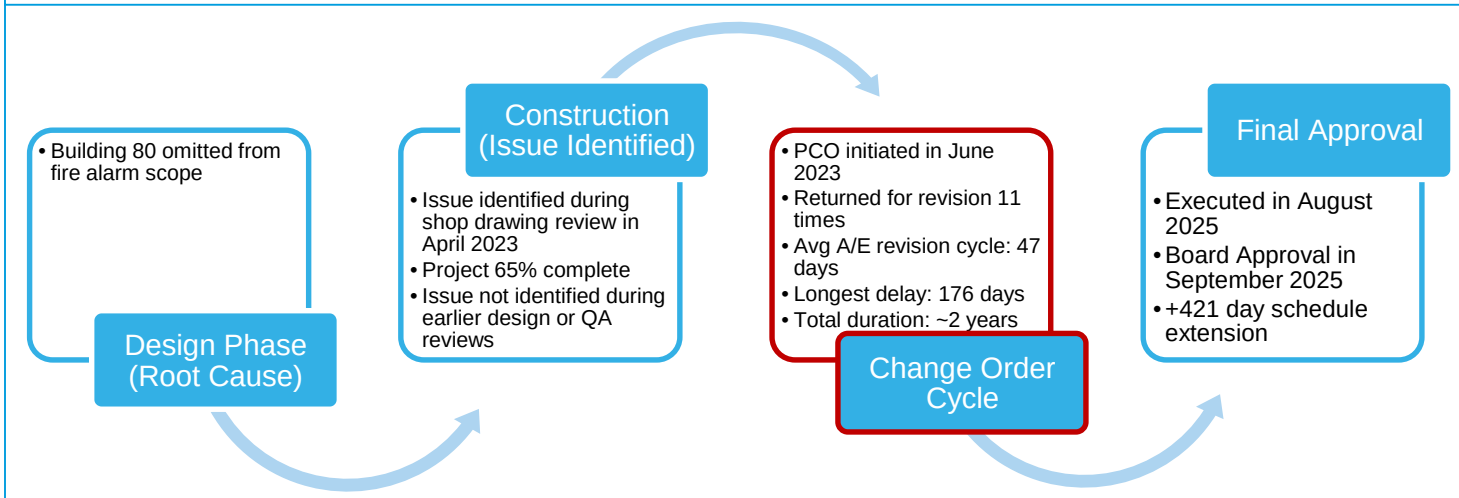
Change Order Samples

Sample 1: SMART Program Renovations – Park Springs Elementary School

RSM selected Change Order 3 associated with Project P.002062, Park Springs Elementary School – SMART Program Renovations, for detailed review due to its approval at a late stage of project completion and the significant schedule extension requested. Based on the Notice to Proceed ("NTP"), construction commenced on July 5, 2022, with a scheduled completion date of December 6, 2023 (519 days). The corresponding issue was identified when the project was listed as approximately 65% complete and the change order was approved when the project was approximately 96% complete. The change order, CO3, included a requested time extension of 421 days and added scope for Building 80 to provide labor and materials for fire alarm installation that had not been included in the original construction documents. An additional change order, CO1, to account for design and layout for building 80 which added an additional 135-day extension to the total schedule, resulting in a 556-day total delay.

RSM reviewed project documentation, including RFIs, change order records, eBuilder workflow history, and permitting documentation. The review determined that the need for the additional fire alarm work originated from the omission of Building 80 from the original construction documents. According to project records, H.A. Contracting Group submitted revised fire alarm shop drawings on April 13, 2023, after the A/E, KVH Architects, identified the omission of Building 80 from a previous revision regarding the fire alarm panel's location. To clarify the scope requirements, RFI #21 was issued on April 18, 2023, with the A/E providing its response on May 1, 2023, instructing H.A. Group to conduct a site survey to design the fire alarm layout. H.A. Contracting Group subsequently initiated PCO #8 in eBuilder on June 29, 2023, which then became Change Order 3. RSM's review of the eBuilder history for PCO #8 identified a prolonged review and approval process extending approximately two years. During this period, AECOM returned the PCO to H.A. Contracting Group on 11 separate occasions for revisions. The average time for AECOM to issue revision requests was approximately 47 days, while the average review time for resubmitted PCOs was approximately 12 days. RSM further noted that the longest single period in which AECOM was awaiting a response from H.A. Contracting Group was 176 days. Project records also indicated that AECOM issued two warnings to H.A. Contracting Group regarding delayed responses and advised that the PCO could expire if required actions were not completed within established deadlines. H.A. Contracting Group's final resubmission occurred on April 14, 2025. The change order was ultimately signed by all parties on August 12, 2025, and approved by the Board on September 16, 2025.

Based on the documentation reviewed, this sampled change order was primarily attributable to a design omission in the original construction documents. Specifically, Building 80 was excluded from the fire alarm scope and the omission was not identified until the A/E's review of contractor shop drawings during construction at approximately 54% completion of the original schedule (identified at day 282 of the 519-day schedule). The extended duration between the initial identification of the issue and final approval of the change order appears to have been driven by a prolonged PCO review and resubmission process involving both AECOM and H.A. Contracting Group. Accordingly, the root cause of the late-stage scope addition was a deficiency in the original design documents, while the length of time required to execute the change order was exacerbated by extended review cycles and delays in the change management process.



Why This Happened

Root Cause 1: Design Deficiency

- Scope omission in original construction documents
- **Omission not identified until construction-phase review ~65%**

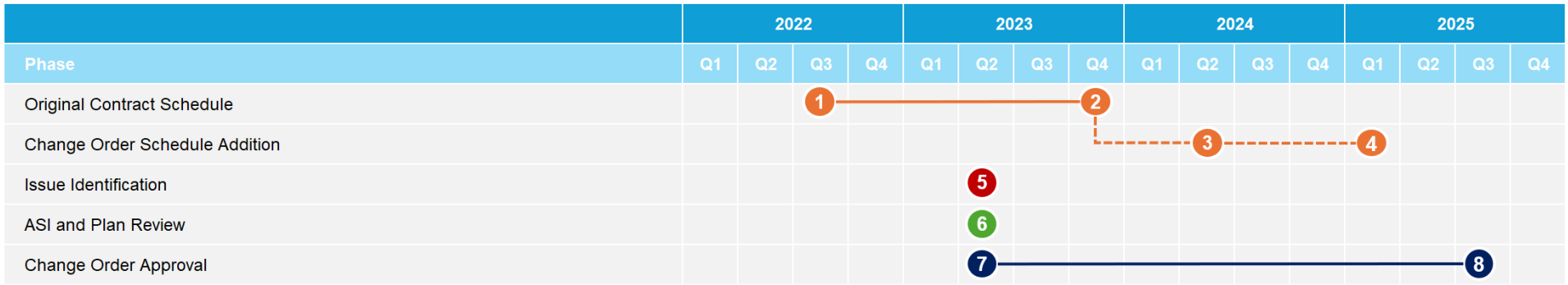
Root Cause 2: Change Management Inefficiency

- Repetitive revisions and resubmittals
- Long review cycle times
- Lack of timely resolution

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Change Order Samples (Continued)

Sample 1 Timeline: SMART Program Renovations – Park Springs Elementary School



Milestones			
1	NTP Start Date - 7/5/2022	6	RFI Issued and A/E Response - 4/18/2023 & 5/1/2023
2	NTP End Date - 12/6/2023	7	PCO Initiated in eBuilder - 6/29/2023
3	Contract Days Extension from Non Sampled CO	8	CO Approved at Board Meeting - 8/12/2025
4	Contract Days Extension from Sampled CO - 5/6/2024		
5	Revised FA Shop Drawings Submitted - 4/13/2023		

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Change Order Samples (Continued)

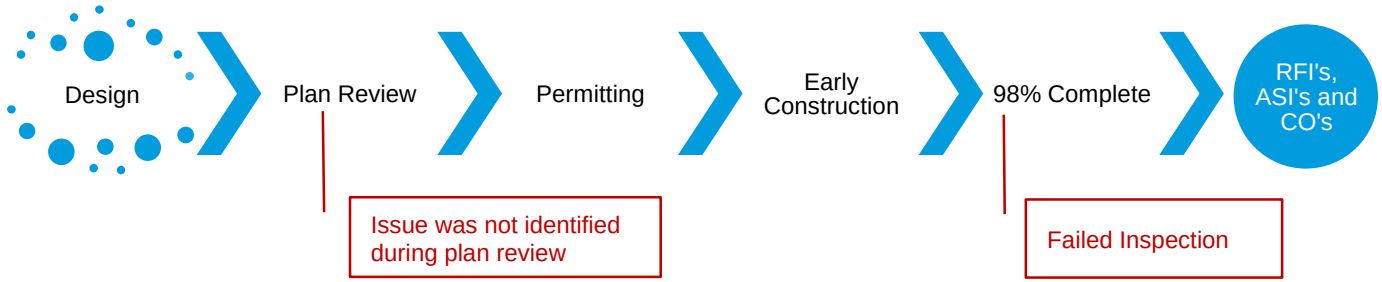
Sample 2: SMART Program Renovations – Tequesta Trace Middle School

RSM selected Change Orders 9 and 10 associated with Project P.002042, Tequesta Trace Middle School – SMART Program Renovations due to their approval at a late stage of project completion. As observed on the NTP, construction commenced on July 5, 2022, with a scheduled completion date of December 27, 2023 (540 days). The corresponding issues were identified when the project was approximately 93% complete and the change order was approved after the original scheduled completion when the project was listed as approximately 98% complete. Change Order 9 included a time extension of 151 days, while Change Order 10 requested an additional funds extension of $43,491.39. Both change orders were associated with additions to the fire alarm systems within various buildings, with the contractor attributing multiple failed inspections as the primary need for requiring additional units.

We reviewed inspection reports, requests for information ("RFI"), Architect Supplemental Instructions ("ASI"), contractor correspondence, permitting records, and change order documentation related to the sampled change orders. We observed documentation indicating that the first failed fire inspection related to the additional scope occurred on February 8, 2024, with the final related failed inspection occurring on June 3, 2024. Following the failed inspections, the Contractor, Lego Construction Co., submitted five RFIs to the A/E, LIVS Associates, between February 9, 2024, and July 3, 2024, seeking clarification and direction regarding the deficiencies identified during the inspections. In response to the RFIs, the A/E issued ASI 0 on August 15, 2024, stating that the contract documents had been revised and coordinated with the contractor to incorporate the required changes.

Subsequently, the A/E submitted ASI 5 to the Building Department on August 28, 2024, and the revised plans were permitted on October 31, 2024. According to project records, ASI 5 updated the project drawings to reflect existing field conditions identified through the failed inspection reports. RSM also reviewed correspondence dated August 19, 2024, between Lego Construction Co. and the Chief Fire Official for Broward Schools. In the correspondence, Lego Construction requested reconsideration of the failed inspections, noting that the fire alarm shop drawings had previously been reviewed and approved by both the Fire Alarm Department and the Building Department. The Chief Fire Official responded that certain deficiencies may not be identified during the design review process and can become apparent only during onsite construction inspections.

Following identification of the deficiencies and issuance of the revised design documents, Lego Construction Co. initiated PCO 22 in eBuilder on November 8, 2024, which subsequently became Change Order 10. Change Order 10 was fully executed by June 20, 2025, and approved by the Board on July 14, 2025. Lego Construction Co. also submitted PCO 24 on January 21, 2025, which became Change Order 9. Change Order 9 was fully executed by June 10, 2025, and approved by the Board on July 22, 2025.



Why This Happened

Root Cause 1: Late Identification

- Deficiencies tied to fire alarm system were first identified after substantial completion (~93%)
- Change orders introduced 151-day extension and $43K cost increase

Root Cause 2: Reactive Process Flow

- **Issue identified during inspection phase, not earlier design/review phases**
- Multiple RFIs required to clarify scope after failure
- Design updates (ASI 0 & 5) occurred after construction was largely complete

Root Cause 3: Design vs. Field Disconnect

- Shop drawings were previously approved by Fire Alarm and Building Departments
- However, deficiencies were only identified during field inspections
- Indicates limitations in design review vs. constructability validation

Project was

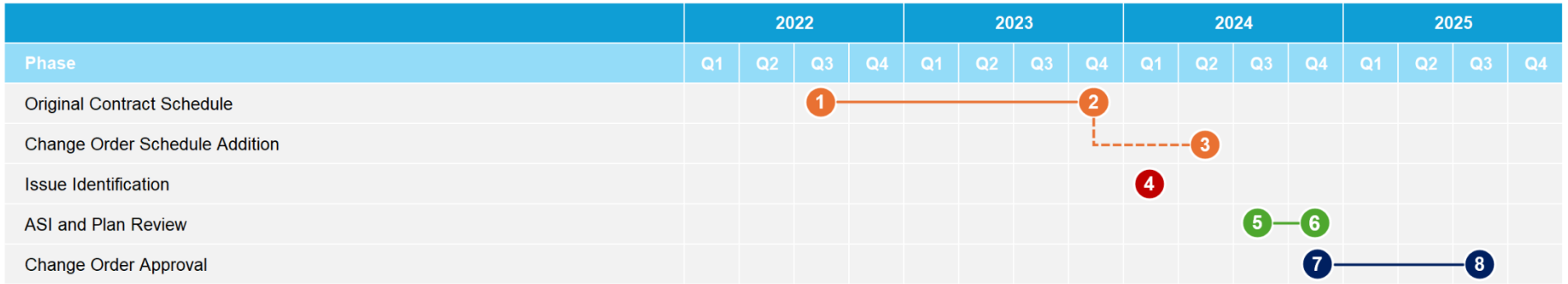
93% Complete

when late-stage fire alarm scope was identified.

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Change Order Samples (Continued)

Sample 2 Timeline: SMART Program Renovations – Tequesta Trace Middle School



Milestones			
1	NTP Contract Start Date - 7/5/2022	6	Revised Plans Permitted - 10/31/2024
2	NTP Contract End Date - 12/27/2023	7	PCO Initiated in eBuilder - 11/8/2024
3	Contract Days Extended from CO - 5/26/2024	8	CO Approved at Board Meeting - 7/14/2025
4	First Instance of Failed Fire Inspection for Related CO - 2/8/2024		
5	A/E Submits ASI to Building Department - 8/28/2024		

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Change Order Samples (Continued)

Sample 3: SMART Program Renovations - Cypress Bay HS

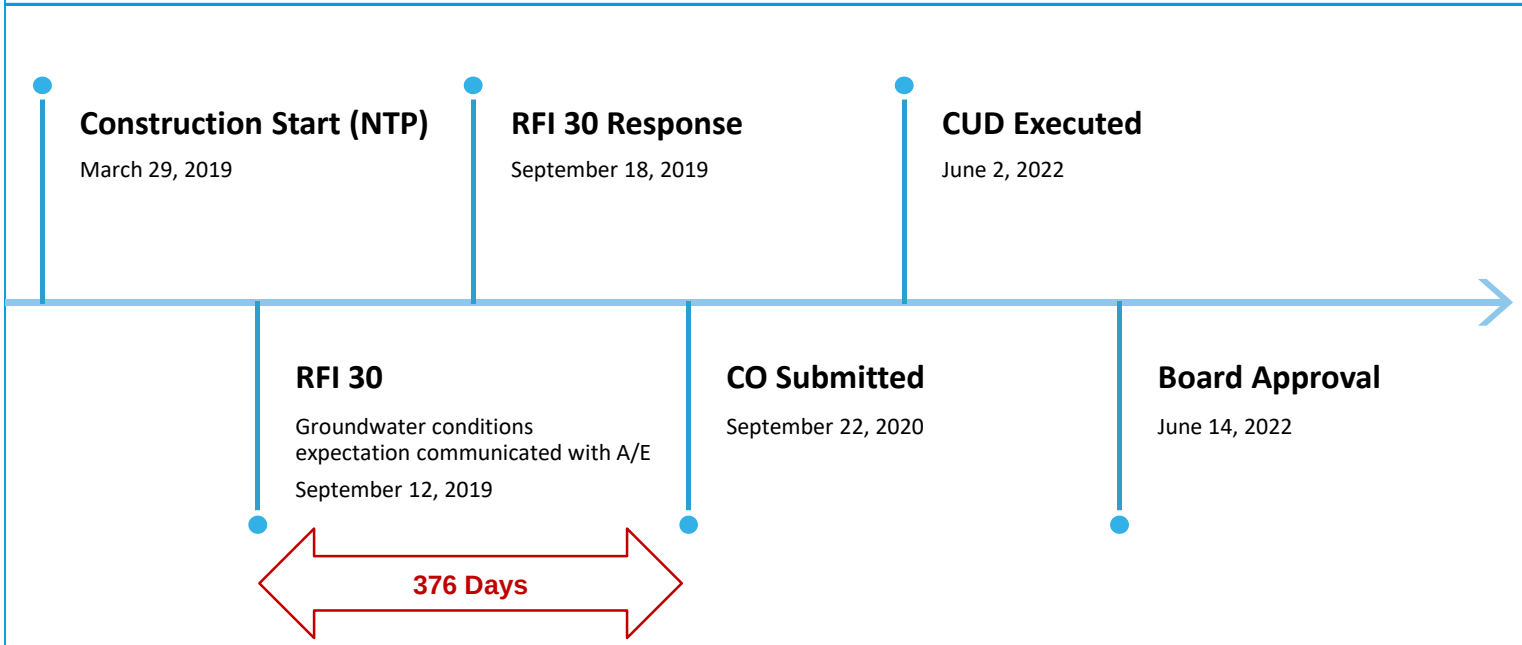
RSM selected the sampled change associated with Project P.001774, Cypress Bay High School – SMART Program Renovations, for detailed review due to its approval after project completion and its significant impact on both project cost and schedule. Based on the Notice to Proceed, construction commenced on March 29, 2019, with a scheduled completion date of December 27, 2019.

The sampled change was approved when the project was reported as 100% complete and resulted in an increase of $553,799 and a 105-day extension to the project schedule. The change was processed through Change Order 1 and funded via a Contingency Use Directive ("CUD") to address unforeseen site conditions encountered during construction.

Documentation indicated that the cost and schedule impacts were related to unforeseen groundwater conditions encountered during footing excavation at Building 9. As excavation progressed, groundwater conditions required modification to the planned construction approach, including over-excavation by an additional foot to allow placement of 57 stone as directed by the geotechnical engineer.

Project records show that the contractor, Morganti Group, submitted RFI No. 30 on September 12, 2019, to notify the A/E of the groundwater conditions and propose corrective action. The A/E responded on September 18, 2019, concurring with the approach. Although the condition was identified and addressed during construction, the associated cost and time impacts were not formally processed until later.

The PCO was submitted into eBuilder on September 22, 2020, and was not finalized until June 2, 2022, when the CUD was executed and approved at the June 2022 Board meeting, formalizing the $553,799 cost increase and 105-day extension.



Why This Happened

Root Cause 1: Unforeseen Field Conditions

- Unforeseen groundwater condition was identified and addressed during construction.
- Although the condition was identified and addressed during construction, the associated cost and time impacts were not formally processed until later.

Project was

100% Complete

When late-stage change order approved.

Impact

100% Complete at Approval

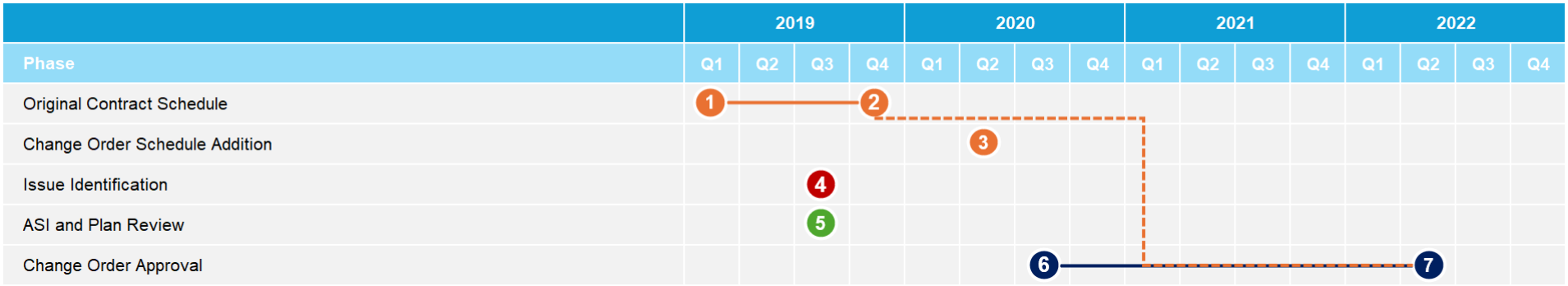
$553,799 Additional Project Cost

105 Days Schedule Extension

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Change Order Samples (Continued)

Sample 3 Timeline: SMART Program Renovations - Cypress Bay HS



Milestones			
1	NTP Start Date - 3/29/2019	6	PCO Initiated in eBuilder - 9/22/2020
2	NTP End Date - 12/27/2019	7	CO Approved in Board Meeting - 6/14/2022
3	Contract Days Extended from Change Order - 4/10/2020		
4	RFI Issued - 9/12/2019		
5	Second RFI Issued and Response from A/E - 9/12/2019 & 9/18/2019		

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Change Order Samples (Continued)

Sample 4: SMART Program Renovations – Riverside Elementary School

RSM sampled Change Order 6 associated with Project P.002039, Riverside Elementary School – SMART Program Renovations, for detailed review due to its approval at a late stage of project completion and the significant schedule extension. Based on the Notice to Proceed ("NTP"), construction was scheduled to commence on August 1, 2022, with a planned completion date of November 5, 2023. Documentation reviewed indicated that the project schedule was subsequently adjusted due to a mobilization delay, resulting in the construction start date being deferred to October 30, 2022, and the contract completion date being extended to February 3, 2024. The corresponding issue was identified when the project was approximately 33% complete and the change order was approved when the project was approximately 99% complete, with a total extension of 381 days. Documentation reviewed indicated that the change order consolidated delays and additional work associated with project mobilization, fire alarm system design and permitting, field-condition modifications, and fire code compliance requirements identified during construction and inspections.

RSM observed that retained documentation indicated project mobilization was delayed at the owner's request, resulting in the construction start date being deferred from August 1, 2022, to October 30, 2022. Documentation further indicated that fire alarm design and permitting issues contributed to the overall delay. On October 27, 2022, the Engineer of Record ("EOR") commented on the fire alarm device drawings and noted that the fire alarm notification devices were required to display "ALERT" signage, which was not reflected in the design at that time. To address the discrepancy, Campus Construction Group, Inc. submitted RFI 02 on November 29, 2022, and received a response on December 16, 2022. The contractor subsequently submitted RFI 08 on February 2, 2023, seeking additional clarification regarding the fire alarm display requirements, and a response was issued on March 13, 2023. The fire alarm drawings were resubmitted to the Building Department on March 30, 2023, and were approved with the corresponding permit issued on April 3, 2023.

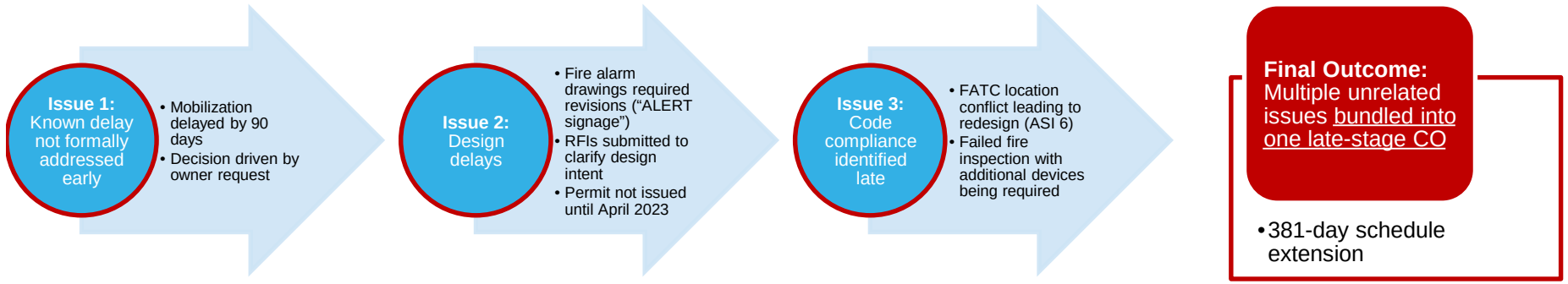
During construction, additional field conditions affecting the fire alarm system were identified. Specifically, the planned location for the Fire Alarm Terminal Cabinet ("FATC") panels was found to be obstructed by existing cabinetry, requiring relocation of the panels. As a result, the contractor submitted RFI 20 on June 5, 2023. In response, the Architect/Engineer, Song and Associates, issued ASI 6 on November 2, 2023, and the corresponding permit was issued on December 8, 2023.

RSM also reviewed documentation related to fire alarm deficiencies identified during construction. On November 20, 2023, the contractor submitted RFI 37 after an inspector requested additional fire alarm devices to satisfy applicable code requirements. To address these requirements, the A/E issued ASI 8 on May 9, 2024. Project records indicated that these various delays, design revisions, permit activities, and additional fire alarm requirements were ultimately consolidated into PCO 14, which was submitted by the contractor on May 22, 2024. The PCO was subsequently approved by the Board on May 13, 2025, after the project had reached approximately 99% completion.

Why This Happened

Root Cause: Delayed CO Processing

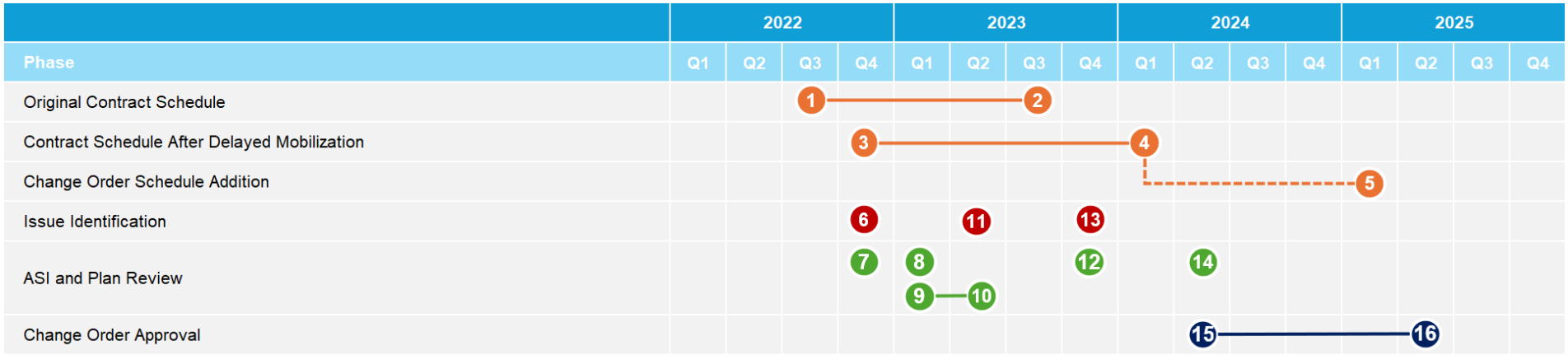
- Multiple identifiable issues occurred throughout the project lifecycle but were not addressed individually which resulted in a significant, consolidated change order at project closeout



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Change Order Samples (Continued)

Sample 4 Timeline: SMART Program Renovations – Riverside Elementary School



Milestones			
1	NTP Start Date - 8/1/2022	9	Fire Alarm Design Resubmission - 3/30/2023
2	NTP End Date - 9/5/2023	10	Fire Alarm Design Approval and Permit Issued - 4/3/2023
3	NTP Start Date Pushed due to Mobilization Delay - 10/30/2022	11	RFI 20 Submitted for FATC Obstruction - 6/5/2023
4	NTP End Date Pushed due to Mobilization Delay - 2/3/2024	12	ASI 6 Issued for FATC Obstruction and Permit Issued - 11/2/2023 & 12/8/2023
5	Contract Days Extended from Sampled CO - 2/18/2025	13	RFI 37 Issued After Inspector Requested Additional Devices - 11/20/2023
6	EOR Notes FA Signage Requirement - 10/27/2022	14	ASI 8 Issued for Additional Devices - 5/2/2024
7	RFI 02 Submitted for Fire Alarm Display and Response - 11/29/2022 & 12/16/2022	15	PCO 14 Submitted - 5/22/2024
8	RFI 08 Submitted For Fire Alarm Display and Response - 2/2/2023 & 3/13/2023	16	CO Board Approved - 5/13/2025

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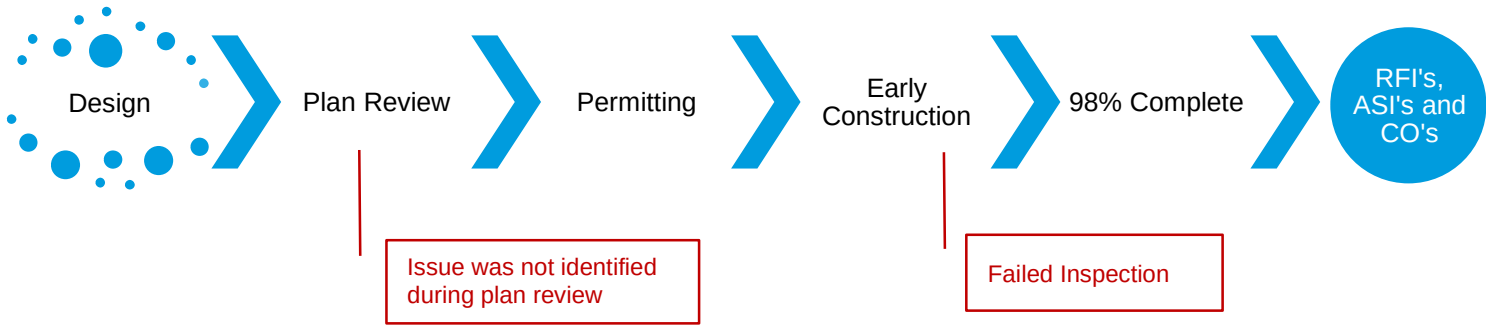
Change Order Samples (Continued)

Sample 5: SMART Program Renovations – Bair Middle School

RSM selected Change Order 5 associated with Project P.002044, Bair Middle School – SMART Program Renovations, for review due to its approval at a late stage of project completion and the significant cost and schedule impact. Based on the NTP, construction commenced on March 3, 2022, with a scheduled completion date of January 28, 2023. The corresponding issue was identified when the project was approximately 88% complete and the change order was approved when the project was approximately 98% complete and added $34,101.80 in costs along with a 209-day time extension. The change order included additional scope for the installation of nine (9) fire alarm devices identified during post-construction fire inspections.

The Construction Change Directive indicated that the additional fire alarm devices were identified through failed fire inspections conducted on August 16, 2023, and November 17, 2023. The first inspection failures were attributed to discrepancies between actual room usage and the Florida Inventory of School Houses (“FISH”) plans, where two rooms identified as classrooms were being used for storage. This change in use resulted in required fire safety devices not being included in the original design. The second inspection failure identified missing smoke detectors in the library and corridor 008, which were not reflected in the original construction drawings, resulting in incomplete installation of required fire alarm components.

In response to these inspection findings, the contractor, Danto Builders, LLC, submitted RFIs 48, 55, and 57 between August 29, 2023, and November 20, 2023, requesting clarification regarding the deficiencies. The A/E, Song and Associates, issued responses to the RFIs and subsequently released ASI 6 on December 4, 2023. The revised design was later approved and permitted on July 17, 2024. The corrective work associated with these changes ultimately passed fire alarm device inspection on May 9, 2025. The contractor initiated PCO 14 in eBuilder on June 24, 2024, which was subsequently incorporated into the sampled change order. Change Order 5 was fully executed on October 8, 2025, and approved by the Board on November 12, 2025.



Why This Happened

Root Cause 1: Design vs. Field Disconnect

- Building use conditions did not align with original design assumptions (FISH plans vs. actual)
- Fire alarms that should have been included in construction drawings were omitted

Root Cause 2: Reactive Process Flow

- Issue identified during inspection phase, not earlier design/review phases
- Multiple RFIs required to clarify scope after failure
- Design updates (ASI 6) occurred after construction

Impact

98% Complete at Approval

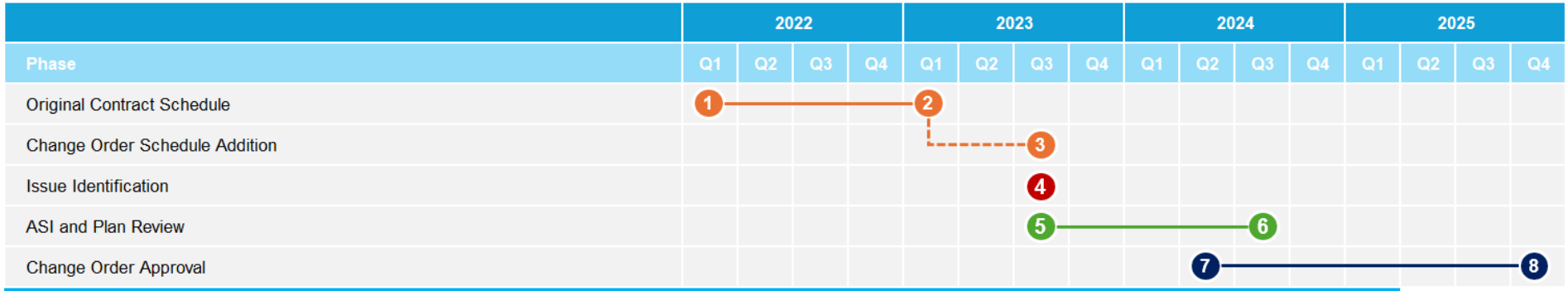
$34K Additional Cost

209 Days Timeline Impact

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Change Order Samples (Continued)

Sample 5 Timeline: SMART Program Renovations – Bair Middle School



Milestones			
1	NTP Start Date - 3/3/2022	6	A/E Response to RFI's - 7/17/2024
2	NTP End Date - 1/28/2023	7	PCO Initiated in eBuilder - 6/24/2024
3	Contract Days Extended from Change Order - 8/25/2023	8	CO Approved at Board Meeting - 11/12/2025
4	First Instance of Failed Fire Inspection for Related CO - 8/16/2023		
5	First RFI's Submitted - 8/29/2023		

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Change Order Samples (Continued)

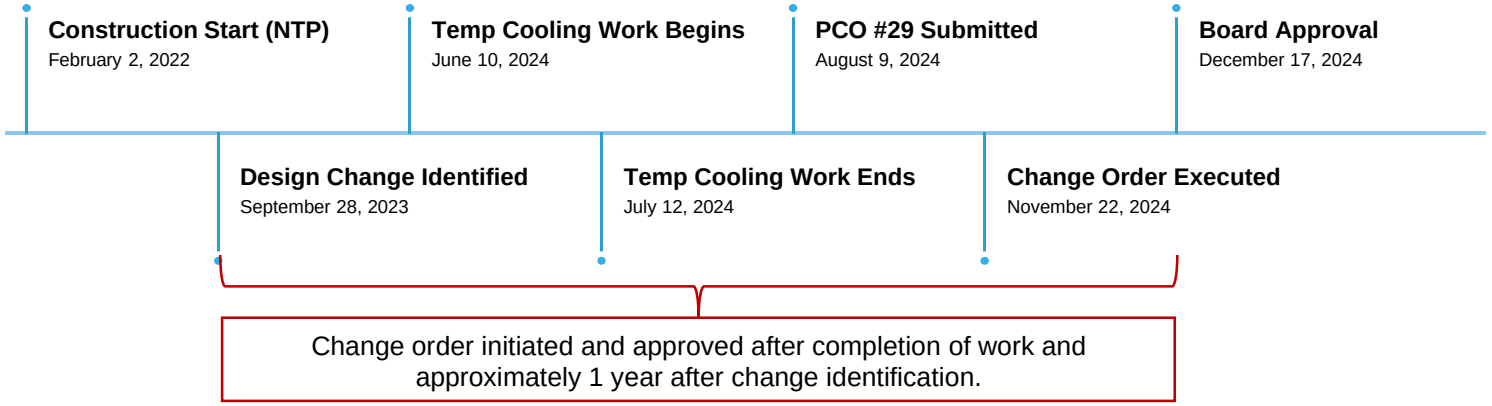
Sample 6: SMART Program Renovations – Miramar High School

RSM selected the change order associated with Project P.002003, Miramar High School – SMART Program Renovations, for detailed review due to its approval at the completion of the project and the cost impact associated with the change. Based on the Notice to Proceed, construction commenced on February 2, 2022, with a scheduled completion date of October 5, 2024. The corresponding issue was identified when the project was approximately 72% complete and the change order was approved when the project was reported 100% complete. The change order increased the project cost by $233,636.27 and provided additional funding for temporary cooling measures required to support electrical infrastructure upgrades following an unforeseen design change to the campus electrical vault by Florida Power & Light ("FPL").

We reviewed project documentation, including Contingency Use Directive ("CUD") records, permitting records, and supporting correspondence. Documentation indicated that during an onsite meeting with the FPL design team on September 28, 2023, FPL determined that the existing electrical vault required design modifications to support the project's electrical infrastructure improvements. The revised vault design affected the installation of the new main distribution panels and required replacement of the existing main disconnect panels.

To facilitate the vault upgrade, FPL required a campus-wide electrical shutdown while work was performed. As part of this requirement, Thornton Construction Company, Inc. was directed to provide temporary cooling throughout the campus to maintain appropriate environmental conditions and mitigate the potential for mold growth during the outage. The temporary cooling system received permit approval on June 5, 2024, with installation and operation occurring during the planned shutdown period from June 10, 2024, through July 12, 2024. Documentation reviewed noted that the shutdown was intentionally scheduled during the summer recess period when students were not on campus, thereby minimizing operational disruptions.

We further reviewed the associated change management documentation and noted that the additional costs were funded through Contingency Use Directive #29, which reduced Thornton Construction Company, Inc.'s contingency by $233,636.27 and reallocated those funds to the Cost of Work budget line item. The associated PCO 29 was initiated in eBuilder on August 9, 2024. The CUD was executed by all required parties on November 22, 2024, and both the CUD and the associated Change Order were subsequently approved by the Board on December 17, 2024. A separate proposed change order, PCO 10, was initiated September 9, 2025, to add an extension of 214 days which was subsequently approved by the Board on October 14, 2025.



Why This Happened

Root Cause 1: Delayed Change Management

- Change was identified as necessary in September 2023, but the PCO was not initiated until August 2024, after completion of temporary cooling work
- Change order and CUD were processed and approved after project completion

Root Cause 2: Design vs. Field Disconnect

- FPL design team determined upgrade to electrical vault was required after onsite meeting

Project was

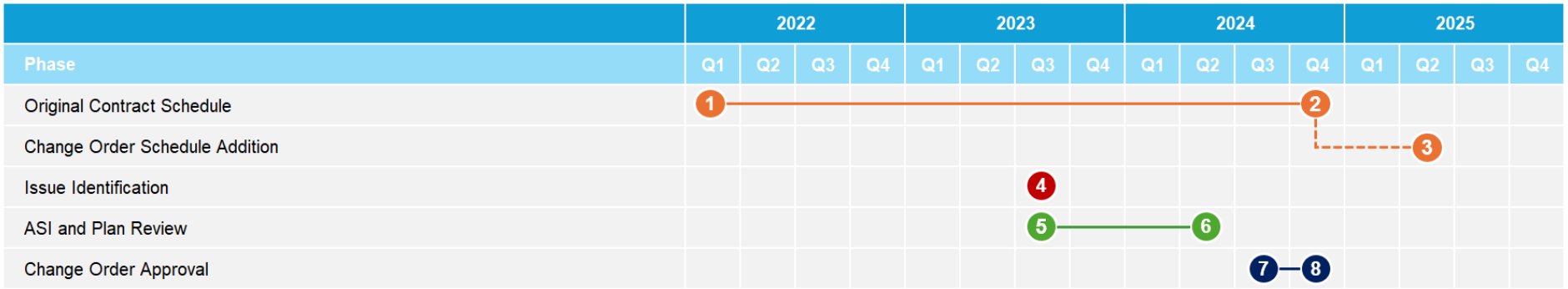
72% Complete

when the sampled change order was submitted.

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Change Order Samples (Continued)

Sample 6 Timeline: SMART Program Renovations – Miramar High School



Milestones			
1	NTP Start Date - 2/2/2022	6	Permit Received for Temporary Work - 6/5/2024
2	NTP End Date - 10/5/2024	7	PCO Initiated in eBuilder - 8/9/2024
3	Contract Days Extended from Change Order - 5/7/2025	8	CO Approved at Board Meeting - 12/17/2024
4	Upgraded Deemed Necessary for Electrical Vault While Onsite - 9/28/2023		
5	Issue identified during FPL on-site design meeting - 9/28/2023		

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Change Order Samples (Continued)

Sample 7: SMART Program Renovations – Virginia Shuman Young Elementary School

RSM selected Change Order 4 associated with Project P.002000, Virginia Shuman Young Elementary School – SMART Program Renovations, for review due to its approval at a late stage of project completion and the significant cost impact associated with the change. Based on the NTP, the contractor start date was October 27, 2020, with a scheduled completion date of October 27, 2021. The corresponding issue was identified when the project was approximately 42% complete and the change order was approved when the project was approximately 97.5% complete and added $140,831.24 in additional costs. The change order included additional scope for the installation of fire alarm devices across multiple buildings, which was required to obtain Building Department permit approval.

RSM reviewed project documentation including permitting records, Architect/Engineer correspondence, Engineer of Record comments, construction documents, and change order files. Documentation indicated that the additional fire alarm devices were required as a condition of Building Department permit review dated December 6, 2021. Although the fire alarm shop drawings had been approved by the Engineer of Record, the Building Department issued comments during its review that required further evaluation and revision of the design documents. Nyarko Architectural Group noted that several of the requested smoke detectors were not anticipated at the time of design because the applicable spaces were not identified in the FISH plans as Pre-K or sleeping rooms and were not originally intended for such use. However, subsequent use of certain rooms as sleeping spaces resulted in revised code interpretation requiring smoke detectors. Additionally, spaces identified in the FISH documentation as multipurpose rooms and teacher lounges, which did not contain cooking appliances, were not originally designed to include smoke detection devices under the initial code interpretation. The Building Plans Reviewer, however, required that smoke detectors be installed in these areas as part of the permit approval process. Nyarko Architectural Group further noted that remaining fire alarm device additions were attributable to design omissions, as they were not included in the original construction documents and were inadvertently excluded during the design process.

RSM further noted that the shop drawing permit dated November 11, 2021, was initially rejected by the Building Department for both electrical and fire alarm components on December 6, 2021. The electrical portion was subsequently approved on August 29, 2022, while the fire alarm portion was not approved until October 7, 2024. Following resolution of permitting and design revisions, the contractor, Advanced Roofing, Inc., initiated PCO #12 in eBuilder on November 4, 2024. The associated change order was fully executed by all parties on September 9, 2025, and approved by the Board on November 12, 2025.

Why This Happened

Root Cause 1: Design and Code Interpretation

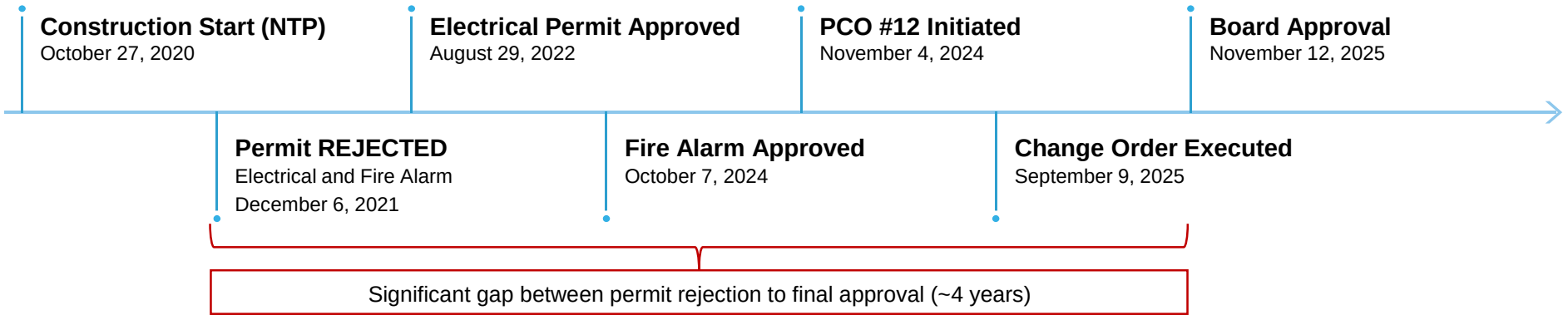
- Fire alarm scope expanded for permit approval
- Spaces reclassified (sleeping / Pre-K use)
- Building Department required additional detectors
- Design omissions in original documents

Impact

97.5% Complete at Approval

$140K Additional Cost

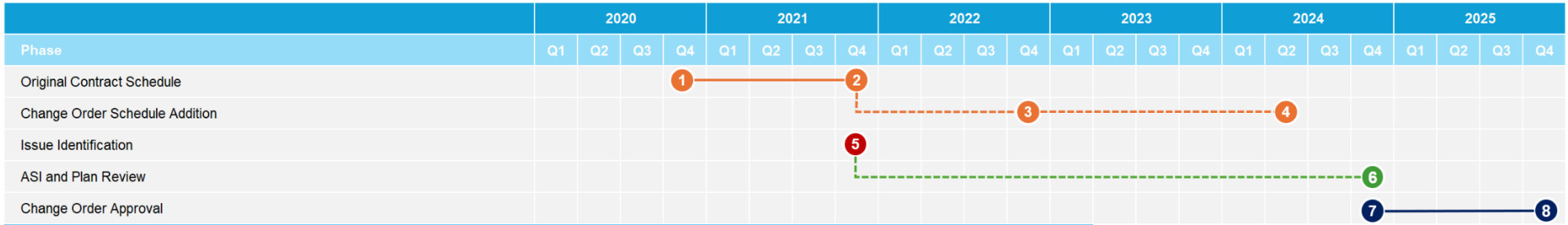
~4-Year Timeline Impact



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Change Order Samples (Continued)

Sample 7 Timeline: SMART Program Renovations – Virginia Shuman Young Elementary School



Milestones			
1	NTP Start Date - 10/27/2021	6	FA Permit Approved - 10/7/2024
2	NTP End Date - 10/27/2022	7	PCO Initiated in eBuilder - 11/4/2024
3	Days Extended from CO Unrelated to Sampled CO	8	CO Approved at Board Meeting - 11/12/2025
4	Days Extended from CO Unrelated to Sampled CO		
5	FA Permit Rejected for Revision - 12/6/2021		

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Change Order Samples (Continued)

Sample 8: SMART Program Renovations – Atlantic West Elementary School

RSM selected Change Order 2 associated with Project P.002810, Atlantic West Elementary School – Roofing Buildings 1, 3, and 6 (SMART Program), for detailed review due to its approval at project closeout and the significant cost impact associated with the change. Based on the Notice to Proceed, the contractor start date was May 2, 2022, with a scheduled completion date of July 17, 2023. The corresponding issue was identified when the project was approximately 11% and the change order was approved when the project was 100% complete, which added $666,061 in additional costs related to labor, materials, and equipment required to replace deteriorated metal decking identified as necessary for installation of the new roofing system.

RSM reviewed project documentation including pre-bid Requests for Information, Architect Supplemental Instructions, permitting records, and change order files. A pre-bid RFI dated December 14, 2021, requested clarification regarding bidding assumptions related to potential unforeseen metal deck replacement conditions. During construction, Advanced Roofing submitted GRFI No. 1 on April 19, 2023, identifying concerns related to deteriorated decking conditions encountered in the field.

In response, ASI Nos. 1 and 3 were issued on September 21, 2023, incorporating deck shop drawings and design clarifications required to address the field conditions. The associated deck permit was subsequently approved on September 28, 2023. RSM further noted that the deterioration of the existing metal deck necessitated full or partial replacement prior to installation of the roofing system.

RSM also identified a related Change Order 3 that added 204 days to the project schedule. The time extension was attributed to multiple factors, including 68 days for weather delays, 101 days related to unforeseen conditions associated with the deteriorated decking, and 35 days due to material delays. Project records indicate that the majority of the schedule impact occurred during the period between the submission of GRFI No. 1 on April 19, 2023, and the approval of ASI Nos. 1 and 3 on September 28, 2023. PCO 3 was initiated in eBuilder on November 9, 2023, when the project was approximately 86% complete. The associated change order was fully executed by all parties on July 31, 2024, and approved by the Board on August 6, 2024.

Why This Happened

Root Cause 1: Extended resolution from issue discovery

- While deteriorated decking represented an unforeseen condition, indicators of potential deck replacement risk existed during procurement, and a significant portion of the project delay occurred between field identification of the condition and issuance of design direction.
- The resulting costs and schedule impacts were ultimately formalized through change orders approved at project closeout.

Impact

$666,061 Additional Cost

204 Day Extension:

Project was

86% Complete

when change order submitted.

December 2021

Pre-Bid Risk Identification (Missed Oppportunity #1)

A pre-bid RFI requested clarification regarding potential metal deck replacement assumptions.

Concerns regarding decking conditions existed before construction began.

April 2023

Field Issue Identified (Missed Oppportunity #2)

Contractor identified deteriorated decking through GRFI No. 1 on April 19, 2023.

Significant deterioration requiring replacement was formally identified during construction.

September 2023

Resolution and Design Response Delay (Missed Oppportunity #3)

Approximately five months elapsed between:

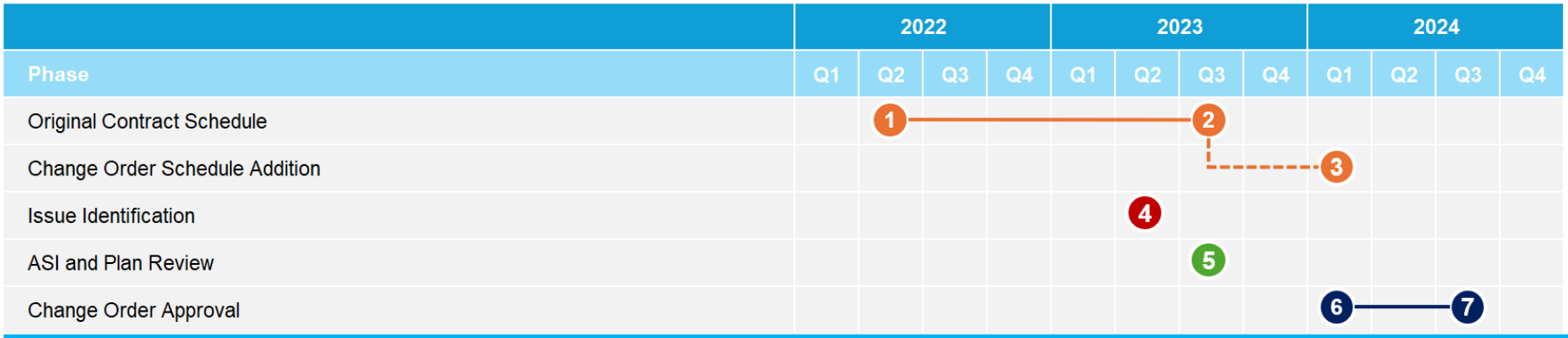
- GRFI submission (April 2023)
- ASI issuance and permitting approval (September 2023)

Project records indicate much of the schedule impact occurred during this period.

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Change Order Samples (Continued)

Sample 8 Timeline: SMART Program Renovations – Atlantic West Elementary School



Milestones			
1	NTP Start Date - 5/2/2022	6	PCO Initiated in eBuilder - 11/9/2023
2	NTP End Date - 7/17/2023	7	CO Approved at Board Meeting - 8/6/2024
3	Contract Days Extended from Change Order - 2/6/2024		
4	Deteriorated Decking Communicated in GRFI - 4/19/2023		
5	ASI in Response to GRFI Approved - 9/28/2023		

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Change Order Samples (Continued)

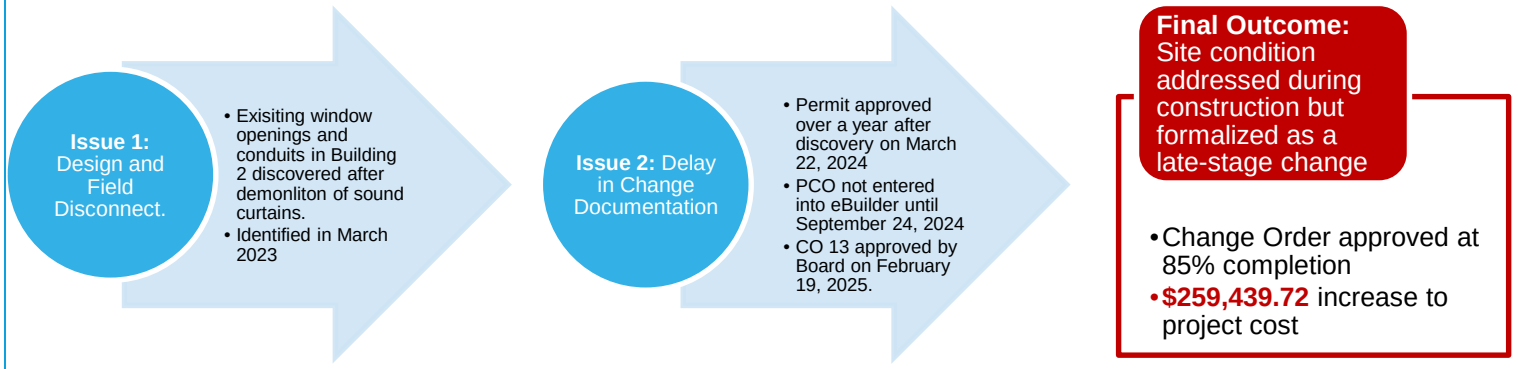
Sample 9: SMART Program Renovations – South Broward High School

RSM selected the change order associated with Project P.001838, South Broward High School – SMART Program Renovations, for detailed review due to its approval at a late stage of project completion and the cost impact associated with the change. Based on the Notice to Proceed, construction commenced on December 28, 2020, with a scheduled completion date of June 11, 2022. The corresponding issue was identified when the project was approximately 26% complete and the change order was approved when the project was approximately 85% complete, increasing the project cost by $259,439.72. The change order provided additional labor and materials required to modify existing wall surfaces within the auditorium to facilitate installation of new acoustical wall panels.

RSM reviewed project documentation, including monthly project status reports, permitting records, and change order records. Documentation indicated that during demolition of the existing sound curtains within Auditorium Building 2, the contractor discovered previously concealed existing window openings and surface-mounted conduits within the walls. These existing conditions prevented installation of the new acoustic panels in accordance with the manufacturer's installation specifications and required additional work to modify the existing wall surfaces. RFI 24 dated December 30, 2021, and RFI 35 dated February 2022 were issued requesting clarification regarding these unforeseen conditions. In response, DCO 18 was issued on April 18, 2023, for architectural drawings to accommodate the use of the acoustical panel in the auditorium. The corresponding ASI 8 for permitted approval of the panels was issued on April 22, 2024.

RSM further noted that the March 2023 monthly project update identified the inability to install the auditorium acoustical panels due to these unforeseen existing conditions. To address the issue, revised work was developed and the associated permit for the additional scope was approved on April 22, 2024.

Project records indicate that Johnson-Laux Construction, LLC initiated the associated PCO on September 24, 2024. The resulting change order was subsequently executed by all required parties on January 29, 2025, and approved by the Board on February 19, 2025.



Why This Happened

Root Cause 1: Design and Field Disconnect

- Existing window openings and conduits on the wall surface prevented installation of acoustic panels as per manufacturer's specifications
- Required demolition of openings and construction of a new partition wall to conceal conduits and provide a suitable installation surface

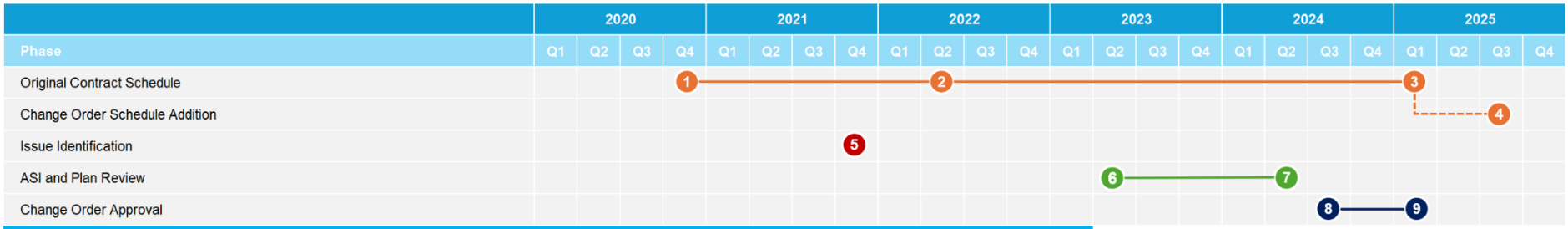
Root Cause 2: Delayed and Inefficient Change Management

- Issue was identified during construction but not promptly formalized into a change order.
- Resolution required design updates and permitting prior to execution
- Extended coordination and approval timelines resulted in change order execution near project closeout

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Change Order Samples (Continued)

Sample 9: SMART Program Renovations – South Broward High School



Milestones			
1	NTP Start Date - 12/28/2020	6	Architectural Drawings Submitted - 4/18/2023
2	NTP End Date - 6/11/2022	7	ASI 8 Approved - 4/22/2023
3	Days Extended from Non Sampled CO	8	PCO Initiated in eBuilder - 9/24/2024
4	Contract Days Extended from Change Order - 1/1/2023	9	CO Approved at Board Meeting - 2/19/2025
5	RFI Issued Regarding Unforeseen Auditorium Conditions - 12/30/2021		

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SCHOOL BOARD OF BROWARD COUNTY

AUDIT COMMITTEE MEETING

KC WRIGHT ADMINISTRATION CENTER
BOARD ROOM
600 SE 3RD AVENUE
FORT LAUDERDALE, FLORIDA

THURSDAY, OCTOBER 1, 2026
9:34 A.M. - 12:45 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
MS. PHYLLIS SHAW (Teams)
MR. DON GILBERT
MR. ROBERT MAYERSOHN
MR. ANTHONY DE MEO, CPA
MS. MARIAH RABIDEAU
MR. CHRIS UPTON
MR. ANDREW MEDVIN, CPA
MR. LEW NAYLOR
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DR. FABIAN CONE, Chief Academic Officer
MS. LEYDA SOTOLONGO, Curriculum Supervisor
MS. SONJA COLEY, Executive Director, Office of Capital Programs

INVITED GUESTS:

MR. MATTHEW BLONDELL, CPA, Risk Consulting Director, RSM US LLP
MR. WILLIAM "WEISS" CAMPBELL, Risk Consulting Director, RSM US LLP
MR. TIM BASS, Court Reporter, United Reporting

The following pages are excerpts of the draft minutes of the Audit Committee Meeting of October 1, 2026 that are specifically related to Internal Audit Report – SMART Bond Program Late-Stage Scope Addition Analysis.

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 November 19, 2026.

of you coming today and sharing all of the information with us.

Okay. We are on Number 13, Administration of the Florida Bright Futures Scholarship Program and Florida Student Assistance Grant Program.

Mark, do you want to --

MR. MAGLI: Yeah, there were no material findings in this report. I only share it because it was sent to us through there and we were included in it. There's certainly takeaways that the district has looked at that has occurred with other institutions. So there's really nothing I can add to that, to be honest. I just wanted to present it to the committee.

MS. FERTIG: Okay. Anybody have any comment?

(No response.)

MS. FERTIG: Is there a motion to transmit?

MR. MAYERSOHN: Motion to transmit.

MS. SHAW: So moved.

MS. FERTIG: All in favor?

COMMITTEE MEMBERS: Aye.

MS. FERTIG: Okay. Motion carries and we are back up -- thank you for being so patient, RSM. We are on the SMART Bond Program Late-Stage Additions Analysis.

MR. MAGLI: Okay. So before you is the internal audit report of the SMART Bond Program Late-State Scope Addition Analysis. You know, we've looked at a few things, our partners from RSM are here William "Weiss" Campbell and Matt Blondell, the principals in the engagement. We were looking at a variety of things and we had another engagement that they worked on relative to sort of delays and things. This is more specifically focused on change orders. I'll let them introduce the item, themselves. They have some what they called moderate findings or observations to share, but it speaks to some of those same concerns, so I'll hand it over to, I assume, Matt or Weiss.

MR. CAMPBELL: Thank you, Mark. Appreciate it. Good afternoon everyone. My name is Weiss Campbell, I'm a director with RSM. I work exclusively with the school district, so it's very entertaining to hear some of the conversation here. This is not an uncommon conversation, certainly around charter schools.

But today we're here to talk about SMART Bond program projects that we looked at, specifically the late-stage scope additions that we sampled.

And the real objective of this audit was to understand whether changes that were late in the actual project, itself, whether those were due to issues in planning, coordination, documentation or change management throughout the life cycle of the project, and whether or not any of the challenges that were experienced on these projects that contributed to these late-stage scope additions, whether they could have improved visibility or timeliness if certain actions might have been taken earlier in the project. I think it's important to clarify that some of these were true late-stage scope additions in the concept that most of us would hear when we hear late-stage scope additions, but I think it's important to note that many of these were actually just actions were taken but the change order, itself, was just approved late in the project, whether that's due to administrative delays in getting the change order approved or various administrative tasks. So for our effort, what we did to try to kind of focus on those late-stage scope additions where maybe actions could have been taken, we looked at the population of 440 board-approved change orders

within our audit period and we narrowed it down to 194. These specific changes orders were approved when the project was at least 80 percent complete and it either resulted in an increased contract amount or extended project schedule. From that we selected 10 -- 10 of those late-stage scope additions and we did detailed analysis as to what contributed to that, what was the underlying cause that contributed to the change order, and what recommendations maybe we could make to improve when those change orders were brought forward.

As Mark alluded to, we did have two moderate risk observations. Observation 1 was focused really on the front end of the project lifecycle, so whether these existing conditions, design assumptions, building use conditions, code requirements, whether those were sufficiently validated before construction or demolition. Could pre-design or any parts of the construction process earlier have caught some of these issues that could have prevented some of these change orders from taking place late in the project lifecycle?

And then Observation 2 focuses on the actual

execution of the closeout phases. So that's part of the administrative challenge that I alluded to earlier. So once those issues were identified, were they timely documented; were they qualified; quantified; escalated timely; and advanced through that change order process efficiently?

So we did have a number of observations and some of these things did include, I think, some very actionable management responses as to how they can get ahead of some of these challenges specifically around standardizing pre-construction scope validation procedures as well as some of the administrative challenges.

But I'll pause. I know you've had opportunity to look at it. I'll answer any questions you might have related to these observations. And, obviously, we have OCP here, too.

MS. FERTIG: Okay. We'll start over here this time. Muriel, go ahead.

MS. THEOPHIN-ATILUS: Yeah, so my thing is, what steps have been put in place to catch those design omissions before construction? Like who is now auditing the design person in charge? Because at this point when construction begins

and the amount of the change orders that are being put in, it's over 100. So like -- no, I'm sorry, it's 100-plus days on these change orders. So it's delaying the project even more.

So what process is being put in place on that?

MS. COLEY: Good morning. Sonja Coley, Executive Director, Office of Capital Programs. So, currently, what we are doing, we had -- we've conducted a facilities condition assessment, which will better identify all of the issues that are identified beforehand. With that process we will have a pre-construction validation, so we will enable, and we'll do that with the project charter at the initiation of the project to ensure that we are capturing all of the issues, all of the items, and, again, that facilities condition report will help.

MS. THEOPHIN-ATILUS: And just how were all those fire alarm requirements missed on all those projects? Just how? Like I don't know -- I don't know exactly how to ask that question. But just how? I mean, they're the fire alarms for goodness' sake. So how were they missed, looked over? Like I don't -- I'm sure there's no real

answer for that.

MS. COLEY: So there's several issues that contributed. Again, there are several factors. You could have a -- again, where there's a classroom that has been turned into a storage area, so that wasn't captured at the initiation of the project because it might have been a classroom at the time when the architect went out to look at the facility. Or in some instances the architect was not given additional funding to go out and look at the facility, so they were given as-builts and that as-built showed it as a classroom, but, again, when they got out on site or when the inspector went out there they identified that it was a storage area, that the classroom was being used as storage, so they had to then make sure that that classroom was brought up to code for whatever the use was at the time they were doing the inspection.

MS. THEOPHIN-ATILUS: Are we holding those architects accountable?

MS. COLEY: In some instances we are. If they were given as-builts that showed where -- you know, or they were able to go out to the site or had purposes to go out to the site and did

not, we are holding them accountable as the error and omission for those change order items.

MS. THEOPHIN-ATILUS: And so just -- I know these are change orders from, the audit was from before, but are there similar issues that are currently going on with the construction that we have underway now; would you say?

MS. COLEY: There are issues that are related. Of course, we still have fire alarm issues, not as many, but we do.

MS. THEOPHIN-ATILUS: Thank you.

MS. FERTIG: Okay.

MS. RABIDEAUU: Hi. Okay. So there were two specific examples that I really was surprised by, the Cypress Bay example was over $500,000, 105 days, it was classified as unforeseen condition, groundwater encountered, right, during the excavation. But we live in South Florida, so high water tables during excavation, that's standard geo-technical information that they should be aware of when the consultants are looking at these projects prior to the design completion. So the groundwater issue was identified in 2019 but then the change order was not approved until June 2022, which was nearly

three years later and the project was already 100 percent complete. So that was a very surprising item. And then the Atlantic West Elementary item, that was another unforeseen condition label for deteriorated roof, but the audit revealed that there was already a pre-bid RFI for this exact risk in 2021 before the bid was even awarded. So it seems the district proceeded without validating it and then encountered it later and then took five more months to issue any design direction. Those both were really, really surprising to me.

And I just want to probably focus on the consultant omissions and errors, given those aren't district employees; right? So there were 68 late-stage change orders totalling 3.7 million that were classified outside consultant omissions or errors. So I'm grouping the omissions and errors together. Is the district, and I know Muriel mentioned this a moment ago, but is the district pursuing cost recovery from these vendors? I mean, specifically, like projects like Cypress Bay and Atlantic West where these should have been found before the design planning and there was even documentation before the bid

went through, that doesn't seem unforeseen to me. So that's one note, one question around the, are we getting those back?

And then, you know, just thinking about why it matters, because every -- every dollar right now matters. I know we all know this, and I'm just going to keep saying it, but every single dollar matters right now, especially if we're paying outside vendors and they're making the mistakes that are outside of our control.

So that's really -- that's really what I have. It really is just around the twofold, the unforeseen conditions, it would be nice to see a further breakdown of that, because it seems like we're just kind of lumping them all together and some of them are maybe not as unforeseen as we thought they were. So that's one. And then are we pursuing any legal routes with -- with these consultants?

MS. FERTIG: I think Mark -- Mark, did you want to take the first response or --

MR. MAGLI: Well, I am going to defer to her, but I do want to mention that we were in communication with Ms. Coley and her team about some of this information prior to this because it

kind of ties to some of the things, like we said, the structure and the sequence of how we put together these engagements with RSM was to target, to look at these areas and see because we had heard about so many instances of delay and then some changes and things that were coming and what was -- what was the -- what were factors involved and then what was the repercussions of such delays? And so we've asked for some data. I know they're working on it, maybe she can speak further to it, relative to, you know, time delays and some general information about that. I know she said that there was a few hundred and they were working on sort of a process flow to be able to be able to identify that more clearly. And just the same, there were some discussions and it came up in board meetings just relative to the oversight of certain contracts that might be awarded, you know, liquidated damages for things that were deemed as the responsibility of the contractor or the other parties. So maybe she can speak to where they are with that or if they further enhanced sort of the look at that and maybe it's something we can share back.

MS. COLEY: So we are still working on that

information, Mark. We don't have that available. As you know, we lost our program controls. So they're on a limited availability for us. But we are working on identifying those additional items that you spoke about.

As it relates to the consultant errors, we are working with the Office of General Counsel. We've provided them with a rough draft of what we want as an errors and omissions policy to go and to claw back the dollars from the architects. Again, it's only a percentage. It would not be the entire amount that we would get back for an item, but it would be a percentage of that.

MS. RABIDEAUU: Thank you.

MS. FERTIG: Okay.

MR. DE MEO: You may have answered this, but on the 194 items that were identified, is there any process to identify the request for information, you know, and monitor the time after they're issued to the time that there's some action?

MS. COLEY: Specifically, the request for information; is that what you're --

MR. DE MEO: Or the proposed change orders. When there's a request for a change order, do we

monitor the progress until it's finally approved and so on?

MS. COLEY: We do. So there is a process that we have and within the contract where the architect has a certain amount of days to answer an RFI. The contractor has a certain amount of time to submit the change order to the architect for review. So we do have timeframes, but they can -- those change orders can go back and forth if we don't agree to the pricing, if we don't agree that, you know, it is entitlement. So we do have a process there. So it can go back and forth a couple of times, but we do have a -- a timeframe in which we need to meet those deadlines.

MR. DE MEO: It seems they're taking a long time.

MS. COLEY: They could. We do get into some issues with contractors over cost. So we want to ensure that we are fiscally responsible for ensuring that, you know, what is being built or what, you know, the contractor is billing for is entitled.

MR. DE MEO: Park Springs, two years. It's inconceivable to me. I don't know. There must

be bottlenecks that, you know, I'm not aware of. But --

MS. COLEY: Park Springs? Fire alarm.

MR. DE MEO: Yeah, and about the fire alarms, that was a good question. Do we have a FISH system that we have to compare the actual use of the -- I mean, maybe a walkthrough could determine what the use of the property in question is. Do we do walkthroughs just to make sure, you know, beforehand?

MS. COLEY: So at the initial start of the program the architect was not given -- given money to do a site walkthrough. They were given as-builts.

MR. DE MEO: Right.

MS. COLEY: And, again, we did not have a facilities condition assessment at the time. It was a -- you know, that identified the difference between the FISH drawings and what was actually on-site. So there could also have been issues whereby in between when the -- this architect was awarded the contract, there could have been, you know -- we've seen it several times, where, again, a school goes in, they will put up a wall in a hallway.

MR. DE MEO: Yeah. Well, what I'm suggesting, maybe, is just send somebody out and walk through and see, this is what the records say, this is how it's being utilized.

MS. COLEY: Absolutely. So we have conducted a facilities condition assessment which we have identified any discrepancies within what's out on the site and what's on the FISH plan. And also moving forward we will, with other projects, ensure that the architect goes out onto the site prior to doing any design to validate and verify that what is in the field is what is on the FISH drawings.

MR. DE MEO: The consultants' errors and omissions exceptions are significant, the cost, the amount of the change orders, 3 or $4 million.

Do our contracts have, you know, the standard boilerplate errors and omission clauses -- you know, provisions?

MS. COLEY: So our current contracts do not have an errors and omissions clause. We are working with the Office of the General Counsel to develop a policy to go after the architects for the errors and emissions.

MR. DE MEO: So our contracts don't have it

but we're trying to pursue them for their errors and omissions, for the cost?

MS. COLEY: Correct. Correct.

MR. DE MEO: Okay. So maybe we -- we're going to revise those contracts; right?

MS. COLEY: Correct.

MR. DE MEO: That's a good idea.

The Office of Capital Programs, your office, do you monitor -- when there is an error and omission do you reach out to them immediately or how does that work?

MS. COLEY: So once the change order comes in for review, the review of the categorization of the item is up to the Office of Capital Programs. So we review the backup, we review the information with the contractor, with the project manager, and we assign entitlement to that. So if there is an error and omission we identify it on the paperwork, on the change order item.

MR. DE MEO: Do you withhold payment at that time until you can figure out what to do or --

MS. COLEY: From the architect?

MR. DE MEO: Yeah.

MS. COLEY: No, we do not withhold any payment from the architect because the design is

already complete. So there is no --

MR. DE MEO: Do you automatically send it to legal if it's significant?

MS. COLEY: We do not send it to legal. We -- again, we identify it on the change order item as an error and omission. And we will seek -- again, we're working with the Office of General Counsel to come up with that policy to get those dollars back, recover those dollars.

MR. DE MEO: Yeah, I think somebody needs to keep track of some of these things. Mr. Magli, maybe you could -- you know, rather than make a motion with a litany of stuff.

MR. MAGLI: Yeah, I think that based on the suggestions they're working on some of those things, some of the process flows that she indicated. We've had conversations recently trying to get that information back. So they acknowledge that that's an issue that they want to start to address to keep track of those things. It's come up at the board meetings in some other iterations relative to the concern and who's at fault and all of that. Obviously, there's a legal concern, which I wouldn't speak to. But relative to the contracts and such, I've

heard conversations about KPIs being put in and some sort of levels of culpability within that. I don't know where that's landed. Maybe Sonja has a better idea about that. Because, you know, I know that there was some consideration going into that, so they did have some leverage based on that, a little more leverage based on the identified concerns. I know that there was back and forth conversation about, you know, who exactly is to blame under those circumstances and having some difficulty with determining that. I would leave to legal to do that and her group.

MR. DE MEO: But somewhere someone's got to be tracking, you know, some of these remedies; right? I know it sounds like you've addressed them, but we need to monitor them. Because, I mean, 368 days for an average change order, I mean, I don't know. It doesn't make a lot of sense to me. And then these approvals come to the board when they're like 80 to 90 percent completed contracts. Does that mean the previous reporting to the board was inaccurate or incomplete or -- it doesn't make --

MS. COLEY: Well, for example -- I'll give you an example. With regard to -- and we have a

lot of issues with regard to the surrounding fire alarm issues or fire. Once the inspector goes out on site, he may identify additional devices that need to be added. And they do that -- you know, the devices are not added at the beginning of the project, they're added towards the end of the project. So after they pull the wire, they're installing the boxes, so once the inspector goes out, he may identify that there's an additional device that needs to be added or maybe in some cases we've had 80 additional devices that need to be added. So that is something that we're trying to work with the fire chief on, to identify those issues early in the process as opposed to at the late stage when the project is almost complete.

MR. DE MEO: Yeah, you know, it would be interesting to know of the $10 million of change orders that were presented just in the sampling, 194 items, how much of that could have been avoided; you know?

MS. FERTIG: I just want to say on here to what you're saying about the E&O thing, I know over the years you and I have been doing this for a while on this committee, they were not going

after, they were never, you know, pursuing that. And then I thought the board or the district had gotten to the point where they were being referred and they were pursuing recovering those dollars. So if there is no -- if there is no -- I'm just going to use automatic for the sake of it, there needs to be, if there's someone being identified as error and omission, I mean, I can't believe that's not automatically going to legal to determine whether we can recover the funds. Did I understand that correctly, that you're now developing a process? Because I thought that was developed a number of years ago.

MS. COLEY: No, so we did have a process in place probably maybe 20 years ago or 15 years ago. But with this program we did not have that in place. We had a preliminary policy that we were trying to present. There were some issues with it, so we have reinitiated that and submitted that to the Office of the General Counsel to take a look at.

MS. FERTIG: So it was with the inception of the SMART program in particular but not overall with capital programs that -- that the SMART program in particular that they were not pursuing

that?

MS. COLEY: They did not pursue it in the SMART program at the time; to my understanding. Again, we were not pursuing it.

MR. DE MEO: Last question for now. You know, this whole area for years has been -- as long as I've been on the committee, we've had lots -- you know, with the hurricanes -- it just seems like we can't get that right. I don't know if it's the process is just overburdensome and it can be streamlined. Maybe it has to be that way because we're, you know, quasi -- we're a public entity, but, man alive, it just -- taxpayer money, money that could be going to instruction, to the kids, the physical, you know infrastructure. It's just kind of disappointing.

Lastly, how is that -- are you implementing some new software or something to process -- something I read in here.

MS. COLEY: So we currently have Trimble Construct that we use.

MR. DE MEO: Yeah, yeah. Is that coming along or --

MS. COLEY: Oh, it's in place. So we --

MR. DE MEO: Oh, it's in place?

MS. COLEY: Correct. It's been in place for a while. So we run our processes through that -- through that software and we track our change orders. Everything runs through that, our costs, schedule, budget, everything.

MR. DE MEO: Is that helping?

MS. COLEY: It's a great tool; yes. It keeps us on track and we refine it as needed.

MR. DE MEO: Thank you.

MS. COLEY: Thank you.

MR. DE MEO: And, by the way, really good report. Not happy with the findings, but it's a good report.

MS. FERTIG: Do you have anything, Bob?

MR. MAYERSOHN: Yeah. So I guess my concern is, when I say long-range facility plan, if there is an RFP out on the street, probably in two years the district is going to ask for additional money. How does the district take these reports that show deficiencies, challenges with internal controls, and create something, whether it's a 2,000-page document or a 1-page flyer that gives the public a confidence that what we learned here of the challenges and things that need to be corrected are actually changed and implemented?

So whether it's we're getting rid of paper and we're using electronic stuff, whether -- but if we continue to do the same thing, we're not going to get far in a vote of confidence from the constituents of Broward County. And that's why these things, as detailed as they are, Ms. Coley, to your point, don't necessarily create the whole picture. In other words, yes, there are not fire alarms or fire alarm systems, but that may be the last thing that's checked, and because of a deficiency, a wiring or whatever that wasn't approved early on in the project, now has to be re-changed and redone, which is costing more money from the get-go.

So how do you as a, you know, when I say construction department, turn around and change that, I don't want to say change the narrative, but identify how to make corrective actions early on to save taxpayer dollars so that come, you know, 2028 when the district wants to go out and ask for $10 billion the voters are going to say we have confidence because you've done this audit and you've seen where the corrections need to be made and you know where it goes and we feel confident? So that may be -- I mean, I'm not

asking for an answer today, but that should be the process of what we should be thinking about. Because two years comes up very quickly. And you don't want something rushed. You want the public to kind of say, hey, here's the report, but let me show you on this hand how we made those corrections. So that's kind of my just broad statement. And, as I said, I'm not asking for, you know, a dissertation today, but I just -- I see this as, this is a great report, it identifies a lot of things, but I don't see how we're making those corrections from a public perspective of, yeah, we know that fire alarms are going to be a problem, so the last four projects that we've done, we've identified fire alarm systems early on in the project and not waiting until, you know, the project is 90 percent complete. So those are my comments.

MS. COLEY: Well, I'll just give you a response to that. Because, again, we've gone out and we've done, conducted a facilities condition assessment, we've identified any changes that we have within the frame between the FISH drawings and the, you know, with what the facilities condition assessment has provided, so we've kind

of closed the gap on that. Not to mention we have put into place standard operating procedures. Once we receive these reports we don't take them lightly. We implement whatever necessary processes that we need to implement in order to make sure that we don't have these types of issues moving forward. And we have to meet and ensure that we meet with other departments, as well. So the building department, the fire department, we have to, you know, ensure that we are all on the same page collectively when we start these projects.

MR. MAYERSOHN: Right. And I don't disagree. What I'm just saying is, how do we communicate that to the general public to let them know that you got this report, you're making these changes along the way and you're identifying things? Because all the public is really seeing is, this is what the deficiency is, this is what -- you know, as Mr. De Meo said, here we have a project and we're waiting two years for a change order to get it approved by the board. And I'm not -- I'm not putting it all on you; believe me.

MS. COLEY: Okay.

MR. MAYERSOHN: But, again, that has to be

expressed. Because those two years go very quickly. And by the time you're asking for, you know, residents of Broward County to make an approval, and we don't know where dollars are going to be until after November, we'll know a lot of different things because the shape of government may be a lot different November 4th than it is November 3rd. But those are things that there's got to be that plan in parallel to the long-range facility plan, the long-range assessment. You know, it's great -- I mean, I just had my roof done, it's not complete yet, but, you know, there were unforeseen circumstances. You know, pull off the tiles and, hey, your wood is a lot more rotted than we thought it was, as opposed to, you know, I look at it, just tell me what the worst case scenario is, and if I get better then I save money. So, you know, that may be a mindset. We're asking for 20 million, well, why do you need it, because we know that when we go up on the roof we're going to find air-conditioners that aren't -- you know, air handlers that aren't working. Even though you can go up there and find out they're all working. Well, see I saved you money. So

that's kind of, you know, how do you create that message out there? And that's what I get from this report is, this is a great report, it identifies, you know, areas that need to be looked at. But above and beyond that, how do we get to where we need to be? And, as I said, I'm not putting it all on you, I'm just saying, in general, bringing it back to the powers that be.

MS. COLEY: Thank you.

MS. THEOPHIN-ATILUS: Madam Chair, could I just piggyback on what Bob said?

MR. MAYERSOHN: No.

MS. THEOPHIN-ATILUS: But if, for example, like he said the general public, I'm the general public of Oakland Park and Rickards is going on five years. So these change orders, we really do need to find a process that we can figure out a way to, you know, get them through, or, like he said, you know, ahead of time. Let's do a -- have a budget for the what-ifs. Because, again, five years is a long time that we've been waiting for that completion. So that's all. So thank you.

MS. FERTIG: When you -- I'm just going to break in here, too, and follow up on one thing

with Bob. When you're talking about, you said several times you've done a facility condition assessment, are you talking about an individual school or have you gone back out and done the district as a whole?

MS. COLEY: The district as a whole.

MS. FERTIG: Okay. And where is that information?

MS. COLEY: It's in eBuilder currently. All of the reports we have.

MS. FERTIG: Okay. And -- and how current is that?

MS. COLEY: As of December, January -- we're still working through it, so it's an ongoing process.

MS. FERTIG: Okay. All right. I'm going to reserve the rest of my comments then and go to Lew.

MR. NAYLOR: Yeah, most of my questions were already answered. Looking at your objectives and scopes for RSM, one of the things where it's assessing whether -- when change orders or additions need to be identified, whether they could have been identified earlier in the process; did you find a lot of that when you were

going through and looking at these schools or these projects?

MR. BLONDELL: I think the instances that we identified through our sampling were the ones that were called out in the observations.

MR. NAYLOR: Right. But could they -- I guess the question is, you said part of your scope was looking to see if those additions or changes could have been identified earlier in the process so they could have potentially saved additional money.

MR. BLONDELL: Right. So there -- and it's detailed in all the samples on the pages that are at the tail end of the report that show that where if we kind of made that assessment, it was there. And, certainly, I think like we've talked about many times the fire alarms, there were controls that, or actions that could have happened earlier in the process. They could have done walkthroughs through the site to see, is this a storage room or is this a classroom, certainly. And those have been called out for the samples that we were actually able to dig into. Beyond that, you know, without being able to dig into all of the documents and exactly how

the change orders came about, it's, you know, impossible to say what the other, you know, 180 that we didn't sample, but for the 9 that we did, we certainly, you know, gave as much context as we could for the rat -- for the reasons and if we thought that there were, you know, certainly opportunities to identify that at an earlier stage.

MR. NAYLOR: Okay. Thank you. Very good report.

MR. MEDVIN: I don't know how many times I've sat here and seen a report dealing with a problem with the construction. It's like endless. And then I see this, and I see the comment "consultant omission" over and over again. And that implies to me a couple things. Number one, very poor planning of these jobs. And also very poor oversight. Because a lot of this stuff, if you have a good architect, good consultant, good people running the planning, you won't have these problems. And it seems to be almost repetitive. And unforeseen conditions, it happens. Maybe we should have known about it, but I'll give a little slack there. It happens. But this continual consultant omission and then that we

don't have any plan in place to try to recover some damages for that I think is unconscionable. And I think district is going to have a major issue selling anything if this kind of thing gets out. And I know there's been major criticism about the progress of jobs and how long they've taken and how much it costs so much more than the original estimates. And this is just systemic of it. I don't know what the answer is, but I hope you and the construction office are working on it because I think you have a major issue. Thank you.

MS. FERTIG: And just following up on that, I'm just wondering listening to this, we've had project managers, and this just comes at the same time as the SMART bond was adopted and the decision was made to hire them rather and change our long-term structure with our in-house facilities department, but I'm just wondering if our project managers Heery and AECOM had any responsibility for determining not to pursue any of these errors; if you know?

MS. COLEY: Again, it's not that we're not going to pursue them. We've been working on the policy for a while now to go after these

architects. So it's gone back and forth from what, you know, previous executive directors, previous -- the program managers for AECOM. But now that we have a new -- a program director with AECOM and myself, we, again, are pursuing how to get, again go back and get the dollars from the architects for these errors and omissions. So we are working on it. It's not, you know --

MS. FERTIG: I understand, but the SMART program has now been in for 12 years and prior to that I know in this room there were many, many conversations about pursuing these things and, in fact, the district did begin to pursue them. So I'm just wondering, since it seems to be with the SMART projects, and I know what this audit's on, but I'm just wondering how the people that we contracted with to run these programs were not pursuing this. I know you are now and that's great, but we've got 12 years of this. It's kind of frightening to think that it's gone.

Okay. Sorry. Don, go ahead.

MR. GILBERT: Thank you, Madam Chair. Just a few things. I'll start with a footnote. One of my greatest pet peeves are acronyms, because they're not universal. And there's several

sections here that is flooded with acronyms with ledger, no definition and things of that nature. So just as a footnote, whoever's preparing, whether it's internal, external, just make sure we have a ledger or some clarification on what these acronyms are.

And transitioning to that, one of the biggest things that stuck out to me on page 8, I assume this is, change order timeline, the project with Miramar High School, I just -- I just needed clarification where the change order description was, you know, labor, materials and equipment to install temperature cooling system to campus SRO officer's house and IT rack. So this SRO officer's house, is that a separate facility on the campus of Miramar High School? Because, you know, the way it reads it could be taken way out of line. Like, okay, are we funneling funds to update an SRO's home? You see what I'm saying? So is that an independent facility on the campus or what is that exactly?

MR. TINGOM: I could answer that.

MR. GILBERT: My gentleman to the right says he has an answer for that.

MR. TINGOM: That's known as the ROCS

program, Resident Officer on Campus. They usually have a trailer on the campus. I know there's one at Mirror Lake, there's one at different places, and the police officer lives on the campus there.

MR. GILBERT: Okay. So that may not be known to the general public, but when it reads it seems it's an independent facility versus a part of the overall campus. So that's why it kind of stuck out.

MS. COLEY: Right. So it was cheaper -- the issue is, it's -- I believe in this specific project we had to -- we had a power shutoff and in lieu of putting the officer, housing him in a hotel for a couple of weeks, we chose to do the temporary power to him so -- in order for him to have the use of his home. So it's a separate trailer that was housed on the property.

MR. MAGLI: Okay. Thank you for that clarification. Like I said, when you look at it and you read it at plain value, it's like, wait, hold on, these funds are being re-routed? So, you know, I just wanted to make sure it wasn't any -- anything that was --

MS. COLEY: No, it was a power that shutdown.

So as opposed to probably paying $3,000 for him to stay off-site, we chose however much, maybe, you know 800 or something. I'm just giving a random number.

MR. GILBERT: Right. But thank you. That clarification was and is needed. One of the other things, too, in understanding the initiation and execution of a lot of the projects, we know that there is a time gap and I know we spoke about it before when you have provided updates in a similar fashion, but one of my looming concerns is who's tracking code compliance changes? Because I saw that come up throughout several instances here, where, okay, by the time they executed it there was a different change in code, there was a different code requirement. So I know outside of the unforeseens or the change of use of the facility or things of that nature, on the backdrop, you know, these codes are pretty fluid given, you know, city, state, you know, whatever changes that may be, you know, occurring in the backdrop. But if no one keeps an eye on that, by the time we move into implementation and we get closer to completion, oh, by the way, that code changed, so

everything that you did, now you have to dig up a little more, now you have to trench down two more inches, and now you have to change from this rebar to that rebar, and so forth, and so on because there was a code change. So is there a mechanism in place just to kind of keep an eye on that? Because that seemed to impact a number of the initiatives that, from the past and even currently in the present report.

MS. COLEY: We work with the building department. So we are aware of when the -- and we get notification as to when the code changes. It doesn't change that often. I mean, it changes, but --

MR. GILBERT: Right. But see what I'm saying, when I see it pop up in this report, that's why I was like, okay, no one's talking to, you know, the building, the building code office of the city or whatever when I see it pop up here. So that's why I was like -- that's why I was a little concerned because I saw it before in past updates where, again, it was a code change. So it was like, okay, is anyone changing that -- I mean, tracking that, because of the time from initiating to execution? So that's why I ask it.

MS. COLEY: We collaborate with the building department and it's our internal building department and, sure, we -- and we get notice when any code changes happen.

MR. GILBERT: Okay. So I guess going forward we shouldn't see any delays because of code.

MS. COLEY: I won't say that.

MR. GILBERT: Okay. But you see where -- why I'm asking the question. Because it's like when we're saying, okay, this is beyond the 50 percent mark of completion and now there's a code change, is that code not grandfathered because we've started? Or now do we have to go back and bring anew because it's not completed? Which is a quagmire.

MS. COLEY: Which specific item are you referring to?

MR. GILBERT: I'm sorry?

MS. COLEY: Which specific item on here are you referring to?

MR. GILBERT: Sure.

MS. COLEY: So there may be some context behind it.

MR. GILBERT: Sure, sure. Let me get right back to it.

MS. FOLEY: Oh, fire alarm?

MR. GILBERT: I know the fire alarm kept coming up in the change of use of the facility.

MS. COLEY: Okay. So for example, number 5, okay, so the installation of the nine additional fire alarm devices?

MR. GILBERT: Well, no, I was looking at it for pre-construction validation of planning for -- on page 12.

MS. COLEY: I'm sorry. Where are you reading?

MR. GILBERT: Right. Let me get back to it because I made a side note.

I can circle back with you on that because I don't -- I don't want to delay the committee, but --

MS. COLEY: Okay. And the code may have changed from the time of design to start of construction. That's possible.

MR. GILBERT: Right.

MS. COLEY: Especially with these older projects.

MR. GILBERT: Right. And see, that's what I'm saying. I'm just more about the timeline from start to execution than what may have

changed and that we're in contact with the building department to make sure we are notified before we get to the end and them saying we have to go back and correct something. So that was really the general concern. Because, like I said, I've heard it before in past updates where the code change had come up, but I'll make sure I get back to you exactly on where I saw it throughout the report.

MS. COLEY: Okay. We'll follow up. Thank you.

MR. GILBERT: Thank you.

MS. FERTIG: Pete, do you have anything?

MR. TINGOM: Yes, thank you, Madam Chair.

I notice the term for consultants takes a lot of blame in this. Does the auditing firm have any opinion of whether AECOM was at fault in some of these things?

MR. BLONDELL: I -- I would not -- I'm not going to say yes or no to that. I think there are -- as we've talked about -- I've been working with the district doing similar projects since about 2012. You know, there are many, many, many moving pieces to a program of this size requiring coordination between many departments and third

party vendors. And the intent, obviously, is for the control structure to be in place such that things don't fall through the cracks, right, so that they're identified as early as possible and mitigated as much as possible. But even with that, you know, things will happen. And so I don't know that I'm in a place to say specifically who's at fault; right? As we talk through this and even just having this discussion today, is it -- is it -- was it the designer that missed it; was it somebody that didn't hold the designer accountable; was it somebody else that didn't see it fast enough? You know, it's hard to say; right? The nature of audits is that we find the issues and report on them. And, you know, unfortunately, with something that has as many moving pieces as a program like this does I think it's almost impossible to pinpoint one specific cause of an issue rather than, you know, multiple things that all happened at various times.

MR. TINGOM: In your study did you find sometimes that the contractors were either unable or refused to complete projects and physical plant operations was come in to complete it?

MR. BLONDELL: I don't believe that occurred in this testing or in this sample. I believe in all these examples the contractor did eventually get the change order approved and finished it and I don't believe PPO was involved with these. I don't know. Sonja?

MS. COLEY: No, PPO was not involved with completing the projects.

MR. TINGOM: Okay. I appreciate the fact that we're going to recommend that General Counsel come forward with some form of liquidated damages or contractual agreements which puts some force behind them that we could have enforced. I know I had a number of projects when I was the principal of Plantation High School and I had a contractor which was relatively uncooperative and it took almost six months longer than it should have to complete the project. In all of the projects I had between where I worked only one contractor finished on time and under budget out of probably a dozen opportunities. So I think the selection of the contractor is significantly important and I don't know if that was included in your report or not.

MR. BLONDELL: We have looked at procurement

of contractors. Obviously, as I'm sure you're well aware having been with the district I think you said for 36 years, there is a pretty strict procurement process that must be followed and guardrails in place that are intended to award the best contractor, you know, the most responsive and best priced and the best most advantage for the district. That was not specifically included in our testing for this one, but we have issued reports in the past related to procurement.

MR. TINGOM: Related to that; okay.

MS. COLEY: And just as clarification, we do have liquidated damages within the contractor's contracts.

MR. TINGOM: Okay. But not to the consulting firm?

MS. COLEY: Not in consulting.

MR. TINGOM: Okay. And when does that contract with the consulting firm end?

MS. COLEY: It depends. It's project specific. So we have consultants for different -- contracts for different consultants on different projects.

MR. TINGOM: Okay. Thank you.

MS. FERTIG: Okay. I know we have another question, I just want to take a break for one second and welcome Dr. Howard Hepburn and John Sullivan.

SUPERINTENDENT HEPBURN: Thank you, Madam Chair. I can't stay. I've just got tons of conflicts today. So I wanted to take a moment to stop by while I can to congratulate you for being chair once again and also to congratulate you, sir, Vice Chair Mayersohn. So I just wanted to extend my congratulations. Also, again, just thanks for the support from the audit committee. What you do for us very valuable. The level of accountability and thorough review and insights that you provide to staff so we can continue to get better at what we do to make sure that we meet our bottom line, which is creating the best learning opportunities and experiences for our kids. So thank you once again, as well.

Thank you, Madam Chair.

MS. FERTIG: Thank you for coming by. We -- we will talk later. Thank you.

I do want to -- while they're here I do want you to know I do a report every month to the board and those are going to be written the next

two months, but our last month's report was on the referendum and all the conversations that we had around that audit. So it went well with the board.

Okay. Mariah, you had one last question here and then we'll see if we can get a motion.

MS. RABIDEAUU: Yeah, just really two quick follow-ups. So I just want to go back on one of the comments about the consultant omissions and errors. Some of the contractors were taking on multiple projects with us, right, where we're seeing multiple consultant omissions and errors or unforeseen conditions from the same contractor. So I was just curious, what's being done with the new process to ensure that repeat partners are being held to a higher standard, especially if they plan to continue doing business with the district?

MS. COLEY: A higher standard in terms -- I mean, we have contracts in place. We are going to shore up those contracts and ensure that we are able to, again, if there's any issue go after the contractor early on. So we are working on those processes to ensure -- and, again, procurement, we have to get with procurement

because that's another, in terms of how we procure these contracts. So, of course, we have a lowest bid as a government agency. They do have to be responsive and responsible. So with -- and we do evaluations on vendors and on architects. So we ensure that, you know, moving forward, if those vendors, if the architects or contractors are not complying, you know, they're given a low score. We provide those to procurement and that also weighs in. So, hopefully, the next round we'll ensure that we get, you know, better contractors, better architects.

MS. RABIDEAUU: Thank you. And then one really quick, I want to double click on the same concerns that my colleagues have shared in terms of this money could be going to other items. So on SMART, right, the M is music and art, the A is athletics, the R is renovations, those three I think matter the most to our families. An example where like a middle school in my area, just as an example, right, is not receiving enough support for band, replacing tubas or xylophones that are 10 years old, that are substantially less than some of the costs of

these change orders. Same thing, bathrooms, you know, there's not even AC in Tequesta Trace's bathrooms and that's a renovation that, you know, could have been paid for by some of these change orders. Not that everything is interchangeable, right, but just the cost of it.

So given that many of these change orders were mostly for fire alarm devices missed during the design, at least in what we're reviewing, I was curious if when we do these audits in the future can we see the SMART spending by category against the original like SMART bond plans? Like what we intended to spend in each of those categories and where the ones that we're seeing are falling. Because it would be good to understand whether there's an imbalance between, you know, athletics or renovations and all of that.

MR. MAGLI: Madam Chair, may I?

MS. FERTIG: Yeah.

MR. MAGLI: So a lot of different topics have come up relative to just about everything involving construction. We know that here during this review, obviously, we target our review to specifically to certain areas and there's a

measure of the scope of work and the objectives that we try to reach. There's lots of reports that have been done with those sort of things and in advance there was plans for the allocations and how they were supposed to be performed. Administration of those things are the things that we kind of come back later and are looking at. So the nature of most of what we're looking at is specific and topical to the issues that we think we can identify going and then help the district, say, going forward and try to eliminate. So in the right place of particularly all the different, you know, contributing factors that are involved in it, I think that a couple of these reviews we've recently done point specifically to delays starting in design, delays past that, some of the fallout to it relative to code changes and things. And I think there is some periods of time, again, Sonja would know better than I, the implications of extended periods and then the fire alarms coming out. But there was issues with the use. She mentioned that some of the preconceived notions of what was out there in the facility that was to be used as a classroom or for storage, vice versa, created

different requirements. And those things are a little different. So there's a lot of different nuances to how the issues occurred. And, hopefully, they're tightening up all of these things and taking them under advice. The other issues, you know, are sort of different reviews and things that, you know, warrant extended discussion. But I will tell you that there are a number of reports. If you ask me right now to point you to them, I can't do that. Mr. Sullivan left, we might have been able to ask him some about the communication, but I will follow up about that, because there was lot of reporting on the SMART Bond and how those things were done, good and bad related to it. But maybe we can point you to that a little bit better following this meeting. I'll see what I can find out specific to that. And maybe Sonja can help me with some of that, but I think that I can help a little bit just based on what they've published. But then auditing something versus a report that comes out is different, too. We recognize that.

MS. COLEY: And we do have reports. I think, Omar, we do have reports from the Bond Oversight Committee on some of these things, too, and we've

taken those suggestions and implemented some changes throughout our department.

MS. FERTIG: But just to be clear, there was a facility conditions assessment done by Jacobs prior to the bond coming which listed every -- I just want anybody who wasn't aware of this, listing every single room and every single school, every building, and what was going on. And I know that many of us at the time did express concerns about things that we felt might not have been added into that and there was a lot of conversation, we're 12 years down the road, and some of the very same conversations we had at that time I'm hearing today, which I find alarming. Not on your behalf, because you're trying to fix it by getting a policy in place, but I am not understanding how some of these things were not brought to the attention of the board and the school board attorney's office and pursued in a timely manner.

MS. COLEY: So just a clarification, the current -- the facility conditions assessment that's been conducted with the current vendor is a much better facility conditions assessment than was done with Jacobs.

MS. FERTIG: Oh, I'm sure.

MS. COLEY: That was not a comprehensive assessment; just to be clear.

MS. FERTIG: And just to be clear, I know there was -- well, I'm not going to replay the entire thing and the conversations with the board about pursuing that action on that particular assessment, but, I -- I am really alarmed that after 12 years of the SMART program and the really great audits that you have done for us, thank you so much, RSM, for everything you do, that we have not been pursuing the E&O and I just think it raises questions overall about the management of the program, but so have some of the other audits.

So if there are no other other comments, do you want to transmit this with any recommendations? What do you want to do?

MR. MAYERSOHN: Just a motion to transmit.

MS. THEOPHIN-ATILUS: Second.

MS. FERTIG: Okay. Mr. De Meo? You're getting ready to vote?

Okay. Motion to transmit and second. All in favor?

COMMITTEE MEMBERS: Aye.

MS. FERTIG: Opposed?
(No response.)
MS. FERTIG: Okay. Thank you.
MS. COLEY: Thank you.
MS. FERTIG: Okay. We are on Number 10, Audit of Internal Funds of Selected Schools.
MR. MAGLI: Madam Chair? Madam Chair?
MS. FERTIG: Yeah, Mark.
MR. MAGLI: No, I just -- we have the two items, we have Property & Inventory and Internal Funds.
MS. FERTIG: Right.
MR. MAGLI: We also have, Mr. Shim has come so he can speak on the budget, it's on the agenda. I just wanted to remind you that we have those items also.
MS. FERTIG: Right. Right. And we -- okay. Anything on Internal Funds? Anybody want to make a comment on that one? There were two exceptions.
MR. DE MEO: Just briefly. Madam Chair, do you want me to go ahead?
MS. FERTIG: Go ahead. Yeah.
MR. DE MEO: Mark, do we -- is there a policy in place to do a reconciliation and get Great

Status: ORIGINAL

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

2026-11-10	Regular School Board Meeting
CATEGORY:	B. Board Members
DEPARTMENT:	Chief of Staff

Agenda Item Number:	3.
Consent Item:	Consent
Special Order:	YES
Time for Special Order:	4:00 P.M.

TITLE:

Proclamations Sponsored by School Board Members
SPECIAL ORDER - 4:00 P.M.

REQUESTED ACTION:

Receive the proclamations sponsored by School Board members. Board

RATIONALE:

For the Requested Actions, Background/History, Alignment to the2027 Goals and Guardrails, Measurable Outcome(s)/Return onInvestment, and Financial Impact, please see the ExecutiveSummary

EXHIBITS:

Executive Summary
Proclamation Alhadeff
Proclamation Rupert

FINANCIAL IMPACT:

There is no financial impact to the District for this agenda item

STRATEGIC PLAN ALIGNMENT:

Student Focus Outcomes

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

Signature

John J. Sullivan, Chief of Staff

Electronic Signature
Form $4189 Revised 9/26
HH/JJS

Approved in Open Board Meeting On: November 10, 2026

By: _____
School Board Chair

For more information, please contact:

Name: John J. Sullivan
Title: Chief of Staff
Phone: 754-321-2616

EXECUTIVE SUMMARY

Proclamations Sponsored by School Board Members

Board Meeting Date: November 10, 2026

Requested Action: Receive the proclamations sponsored by School Board members.

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: Board	
School Board Policy Requirement	• N/A
Statutory Requirement	• N/A
If the School Board votes "Yes"	• The Board will officially receive the proclamations and acknowledge their support of the occasions that led to these symbolic gestures.
If the School Board votes "No"	• The proclamations will not be officially received or acknowledged by the full Board.
Alignment to the 2027 Strategic Goals and Guardrails	• Business Operations
Measurable Outcome(s)/Return on Investment	• Proclamations serve to memorialize the Board's unanimous, personalized support of events. Their display increases visibility of the Board's collective voice.

Background/History

The School Board members have a longstanding practice of presenting proclamations as a symbolic gesture of their support or recognition for events that occur throughout the community.

- On November 10, 2026, sponsored by District 6 School Board Member Adam Cervera, The School Board of Broward County, Florida, recognized and honored Lori Alhadeff for eight years of dedicated service to Broward County Public Schools, her commitment to District 4, and her continued advocacy for students, families, educators, and safer schools. The School Board of Broward County extended its sincere appreciation to Lori Alhadeff for her years of public service and for her continued commitment to the safety and future of our children.

- On November 10, 2026, sponsored by District 6 School Board Member Adam Cervera, The School Board of Broward County, Florida, proudly honored Nora Rupert upon her retirement from the School Board and extends its deepest appreciation for sixteen years of distinguished public service, lasting advocacy, and steadfast dedication to the students, families, employees, and residents of Broward County. The School Board of Broward County celebrated with enduring gratitude her legacy of compassion, courage, and community-centered leadership and remembered.

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 this agenda 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	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:
Proclamation Alhadeff
Proclamation Rupert

600 SE Third Avenue
Fort Lauderdale, FL 33301

Telephone:
754-321-0000

Website:
browardschools.com

THE SCHOOL BOARD OF
BROWARD COUNTY, FL

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

PROCLAMATION

HONORING

LORI ALHADEFF

WHEREAS, throughout her tenure, Lori Alhadeff has worked to shape policies, promote meaningful dialogue, and advocate for the well-being, security, and success of students in Broward County Public Schools; and

WHEREAS, Lori Alhadeff has transformed personal loss into a commitment to protecting students and school communities, becoming a prominent advocate for stronger school safety practices and emergency preparedness; and

WHEREAS, Lori Alhadeff is a co-founder and leader of **Make Our Schools Safe (MOSS)**, a nonprofit organization dedicated to empowering students and school staff to help create and maintain a culture of safety and vigilance in schools; and

WHEREAS, through **Make Our Schools Safe**, Lori Alhadeff has championed greater awareness, preparedness, training, and legislative action focused on protecting students and educators, including advocacy for **Alyssa's Law** and emergency alert systems; and

WHEREAS, **Make Our Schools Safe (MOSS)** has donated $677,177.50 to Broward County Public Schools to support school safety initiatives and help provide resources that contribute to safer school environments for students and staff; and

WHEREAS, her efforts have extended beyond Broward County, helping bring greater attention to the importance of school safety and the responsibility of communities to remain vigilant in protecting children and educators; and

WHEREAS, Lori Alhadeff's service has demonstrated a continued commitment to ensuring that every student has the opportunity to learn in an environment where safety, security, dignity, and respect are priorities; and

WHEREAS, after nearly eight years of service on The School Board of Broward County, Lori Alhadeff leaves a record of advocacy, leadership, and continued dedication to the safety and well-being of students and school communities.

NOW, THEREFORE, BE PROCLAIMED, that **The School Board of Broward County, Florida**, recognizes and honors Lori Alhadeff for **eight years of dedicated service to Broward County Public Schools**, her commitment to District 4, and her continued advocacy for students, families, educators, and safer schools.

BE IT FURTHER PROCLAIMED, that The School Board of Broward County extends its sincere appreciation to Lori Alhadeff for her years of public service and for her continued commitment to the safety and future of our children.

Given in Broward County, Florida, this 10th day of November 2026
THE SCHOOL BOARD O BROWARD COUNTY, FLORIDA

BY: _____
Adam Cervera, School Board Member, District 6

ATTEST: _____
Dr. Howard Hepburn, Superintendent of Schools

600 SE Third Avenue
Fort Lauderdale, FL 33301

Telephone:
754-321-0000

Website:
browardschools.com

THE SCHOOL BOARD OF
BROWARD COUNTY, FL

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

PROCLAMATION

Honoring School Board Member Nora Rupert

For Sixteen Years of Distinguished Service to District 7 and Broward County Public Schools

WHEREAS, Nora Rupert was first elected to the School Board of Broward County in 2010 and has served the students, families, teachers, bus drivers, school staff, schools, and communities of District 7 continuously for sixteen years; and

WHEREAS, Ms. Rupert provided exemplary Board leadership as Vice Chair in 2017 and Chair in 2018, served as President of the Greater Florida Consortium of School Boards, and graduated with the inaugural class of the Good Government Initiative's Cultivating Leaders of Excellence Program; and

WHEREAS, Ms. Rupert was the first Broward County School Board member since the 1980s to be elected twice to the statewide Florida School Boards Association Executive Committee; and

WHEREAS, drawing upon her daughter's experience as a victim of severe bullying, Ms. Rupert initiated Florida's first anti-bullying legislation and transformed a deeply personal challenge into enduring advocacy for the safety and well-being of children; and

WHEREAS, Ms. Rupert expanded educational opportunity by advancing a Technical Magnet Program at Coconut Creek High School and successfully advocating for Acceleration Academies, which provide an alternative path to a high school diploma at two locations in Broward County; and

WHEREAS, Ms. Rupert was instrumental in introducing Space Florida programs that provide Aerospace and Engineering Pathways at nine District high schools; and

WHEREAS, Ms. Rupert helped prevent the closure of Coconut Creek Elementary due to low enrollment by championing its expansion into Coconut Creek Academy of Excellence K-8; and

WHEREAS, she sponsored Give Kids a Smile Day which provided free dental care to more than 700 District 7 children at Nova Southeastern University's dental school, many of whom saw a dentist for the first time; and

WHEREAS, she strengthened family and community engagement through "Hot Food, Hot Topics," school-based Crock-Pot events designed to encourage literacy in the home; and

WHEREAS, Ms. Rupert championed practical campus improvements by working with the City of Coconut Creek to transform the bus loop at Lyons Creek Middle School, easing severe traffic congestion in surrounding neighborhoods, and by partnering with school administration and the Facilities Office to build a covered bus loop at Blanche Ely High School; and

WHEREAS, she convened community mental health town halls addressing the opioid crisis, vaping, and suicide prevention, creating opportunities for education, dialogue, and community support. With support from the City of Deerfield Beach, this led the creation of "Beach House" at Deerfield Beach High School, a campus mental health healing center; and

WHEREAS, through annual recognitions of National Adoption Day, Children's Grief Awareness, Habitat for Humanity, National Foster Care Month, and Autoimmune Awareness, Ms. Rupert consistently elevated causes that affirm compassion, belonging, and service; and

WHEREAS, her record of leadership reflects an unwavering commitment to educational access, student welfare, responsive government, and the communities she has been privileged to represent.

NOW, THEREFORE, BE IT PROCLAIMED that the School Board of Broward County, Florida, proudly honors **Nora Rupert** upon her retirement from the School Board and extends its deepest appreciation for sixteen years of distinguished public service, lasting advocacy, and steadfast dedication to the students, families, employees, and residents of Broward County.

BE IT FURTHER PROCLAIMED that her legacy of compassion, courage, and community-centered leadership be celebrated and remembered with enduring gratitude.

Given in Broward County, Florida, this 10th day of November 2026
THE SCHOOL BOARD O BROWARD COUNTY, FLORIDA

BY: _____
Adam Cervera, School Board Member, District 6

ATTEST: _____
Dr. Howard Hepburn, Superintendent of Schools

This Resolution is compliant with State and Federal Laws.

Status: ORIGINAL

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

2026-11-10	Regular School Board Meeting
CATEGORY:	O. Operations
DEPARTMENT:	Procurement & Logistics Operations

Agenda Item Number:	4.
Consent Item:	Consent
Special Order:	NO
Time for Special Order:	

TITLE:

ITB-FY23-012 - HVAC Installation, Repair, and Preventive Maintenance - Additional Funding Request

REQUESTED ACTION:

Approve an increase in budget authority in the amount of $11,860,000 for Invitation to Bid (ITB) ITB-FY23-012 – HVAC Installation, Repair, and Preventive Maintenance, awarded to five (5) Vendors: (1) Carrier Corporation; (2) Daikin Applied Americas, Inc.; (3) Integ Miami, LLC; (4) Thermal Concepts, LLC; (5) Trane US, Inc., for the remaining term of the award of the second renewal term. 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 Letters-5
- Facilities Planned DEFP Projects

FINANCIAL IMPACT:

$11,860,000. The ITB will be funded through the PPO Department's budget.

STRATEGIC PLAN ALIGNMENT:

Student Focus Outcomes

OR • **Business Operations**

BOARD ACTION:

(For Official School Board Records Only)

SOURCE OF ADDITIONAL INFORMATION

Name:	Omar R. Shim	Phone:	754-321-1990
Name:	Mark D. Dorsett	Phone:	754-321-2659

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Senior Leader & Title

Mark Dorsett, Chief Facilities Officer - Task Assigned

Signature

Mark Dorsett, Chief Facilities Officer - Task Assigned Oct 27,

Electronic Signature

Form $4189 Revised 9/26

HH/JJS

Approved in Open Board Meeting On: November 10, 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-FY23-012 - HVAC Installation, Repair, and Preventive Maintenance – Additional Funding Request

Board Meeting Date: November 10, 2026

Requested Action:
Approve an increase in budget authority in the amount of $11,860,000 for Invitation to Bid (ITB) ITB-FY23-012 – HVAC Installation, Repair, and Preventive Maintenance, awarded to five (5) Vendors: (1) Carrier Corporation; (2) Daikin Applied Americas, Inc.; (3) Integ Miami, LLC; (4) Thermal Concepts, LLC; (5) Trane US, Inc., for the remaining term of the award of the second renewal term.

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 Heating, Ventilation, and Air Conditioning (HVAC) equipment is required, as noted in the State Requirements for Educational Facilities (SREF), Florida Department of Education, Chapter 5, 2014 Edition, to ensure proper operation.
If the School Board votes "Yes"	• Sufficient budget authority will establish continued preventive maintenance, repair, and/or installation services for various models/types of HVAC equipment District-wide. • Additionally, The School Board of Broward County, Florida (SBBC) will have continued preventive maintenance, repair, and/or installation of chiller equipment at fixed rates for the existing HVAC systems – District-wide.
If the School Board votes "No"	• The requested budget authority will not be provided. • SBBC, through the Physical Plant Operations (PPO) Department, will be unable to perform preventive routine maintenance, which is essential for day-to-day operations for the existing HVAC systems – District-wide. • SBBC, through the PPO Department, will lack the capability to respond promptly to HVAC issues. Additionally, in-house staff will not adequately address emergency repairs and/or installations, underscoring the importance of maintaining external vendors. Without a pool of HVAC vendors, performance of emergency repairs will not occur for chiller equipment, cooling towers, air handlers, and various other HVAC equipment – District-wide.

Alignment to the 2027 Strategic Goals and Guardrails	• Business Operations
Measurable Outcome(s)/Return on Investment	• The PPO Department will utilize Vendors, to meet scheduled and unscheduled project needs at various schools approved in the District's Educational Facilities Plan (DEFP).

Background/History
The Physical Plant Operations (PPO) Department will utilize this bid to have external vendors install, repair, and/or perform preventive maintenance on chillers, cooling towers, air handlers, and various other HVAC equipment District-wide. These services are essential to ensure proper operation of chillers, cooling towers, air handlers, and various other HVAC equipment.

On February 2, 2022, SBBC issued an Invitation to Bid identified as ITB-FY23-012 - HVAC Installation, Repair, and Preventive Maintenance. The School Board approved the award for ITB-FY23-012 which was awarded to the following seven Vendors: (1) Carrier Corporation; (2) Daikin Applied Americas, Inc.; (3) Integ Miami, LLC; (4) Thermal Concepts; (5) Trane US, Inc.; (6) Johnson Controls, Inc.; (7) Thermo Air, Inc. on April 19, 2022 Regular School Board Meeting, as item OO-19, with a contract term of three (3) years commencing July 1, 2022, through June 30, 2025, in the amount of $16,692,000. Presently, however, ITB-FY23-012 does not have sufficient available funding to adequately continue to cover the projected incurred costs associated with the preventive maintenance, repair, and installation services for various models/types of HVAC equipment District-wide. A total of seven months remain for the contract term period.

Please see the current list of schools/facilities awaiting preventive maintenance, repair, and/or installation services to HVAC equipment District-wide for planned DEFP Projects at 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:	Original ITB Term: July 1, 2022, through June 30, 2025; with an option for two (2) additional one (1) year renewal periods and if needed, 180 days beyond the expiration date of the final renewal period; First Renewal Term: July 1, 2025, through June 30, 2026; Second Renewal Term: July 1, 2026, through June 30, 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 SBBC Purchasing Policy 3800, in accordance with Section 6A-1.012(1)(b), F.A.C., 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_FY23-012_HVACInstallation,RepairandPreventiveMaintenance.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 financial impact to the District in the amount of $11,860,000.
2. The funds will come from the Physical Plant Operations Budget.
3. Approval of this agenda item provides purchasing authority only and does not authorize expenditures in excess of the department's available budget. All expenditures are subject to existing annual budget controls and available appropriations each fiscal year.

New/Current Requested Agreement Authority

Agreement Authority Terms	Length of Agreement Terms	Total Agreement Amount
7/1/2026 – 6/30/2027	12 months	$11,860,000

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	PPO Operating Budget	$11,860,000	Y

Future Fiscal Year Budget Authority *(Subject to Board Budget Approval)*

Future Fiscal Year(s)	Length of Agreement Terms	Budget Fund	Amount
N/A	NA	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	Yes. The impact on schools will be the continued preventive maintenance, repair, and/or installation services for various models/types of HVAC equipment District-wide for planned DEFP Projects.
School Selection /Prioritization	The maintenance, repair, or installation of HVAC equipment by Vendor are performed during routine preventative maintenance and emergency requests and Vendor is expected to have resources immediately available to the District to respond in a timely manner to emerging needs and to complete HVAC projects listed in the DEFP.
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: List of Schools/Facilities planned DEFP Projects
Exhibit C: Renewal Letters

PROCUREMENT & LOGISTIC OPERATIONS

BROWARD COUNTRY PUBIC SCHOOLS

FINANCIAL ANALYSIS WORKSHEET

BID INFORMATION			
New Bid # (Ex: 10-004R):		**Preparation Date:**	October 13, 2026
Previous Bid # (Ex: 10-004R):	FY23-012	**Buyer/PA:**	EDGAR LUGO
New Bid Award Total:		**Bid Title:**	HVAC Installation, Repair and Preventive Maintenance
Previous Award Total:	$16,692,000		
Bid Type:	INCREASE TO BID		
Previous Bid Term (Start Date):	7/1/2022	**New Bid Term (In Months):**	
Previous Bid Term (End Date):	6/30/2027	**# of Months Into Bid:**	51

SPEND REPORTING	
Purchase Order(s) Spend:	$15,163,370
P Card Purchases:	$0
Total Invoiced-to-Date Amount (PO + Pcard Purchases):	**$15,163,370**
Average Monthly Expenditure:	$297,321
Unused Authorized Spending:	**$1,528,630**
Est. Forecasted Spend (For Entire Bid Term):	

VENDOR INFORMATION			
Awarded Vendors:	**Certification Type:**	**Ethnicity / Gender:**	**Spend:**
102017-THERMAL CONCEPTS INC	N/A		$ 8,169,728
116630-TRANE US INC - EQUIPMENT	N/A		$ 3,159,361
130359-DAIKIN APPLIED AMERICAS INC	N/A		$ 2,079,430
107379-JOHNSON CONTROLS INC	N/A		$ 876,183
110015-CARRIER CORP	N/A		$ 464,254
138063-THERMO AIR INC	SBE	Caucasian | Male	$ 222,612
109934-TRANE US INC - PARTS	N/A		$ 191,802
	PO VENDOR SPEND:		**$ 15,163,370**
	P-CARD SPEND:		**$ -**
	TOTAL SPEND:		**$ 15,163,370**

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 Business Enterprise
WBE - Women Business Enterprise

Default Funding Source*		Department/School & Sign-off Information*	
Cost Center	Various Schools and Admin Sites	**Name** (First & Last)	Mark D. Dorsett
Fund	1000/4430/4450	**Title**	Chief Facilities Officer, Task Assigned
Functional Area	8104721500000000/7400794500000000/7400000000000000	**Department/School Name**	Physical Plant Operations
Commitment Item	53510000/568X0000/56810100	**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:**	**10/12/2026**

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

Mauricio R. Stradiotti
Director, Procurement & Warehousing Services
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
Brenda Fam, Esq.
Dr. Jeff Holness
Nora Rupert
Rebecca Thompson
Dr. Allen Zeman

Dr. Howard Hepburn
Superintendent of Schools

Date: 2/4/2025

Carrier Corporation
Attn: Scott McLennan
5440 NW 33rd Ave Suite 108
Fort Lauderdale, FL 33309

Subject:	Letter of **Renewal** of The Contract
ITB #:	FY23-012
ITB Title:	HVAC Installation, Repair & Preventive Maintenance

Dear Mr. McLennan:

The above-referenced contract expires on 6/30/2025. 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 7/1/2022 Through 6/30/2026. 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 (or reduce) the current awarded price(s)/discount.

- ☒ Yes, I offer to renew the current contract award at the current awarded price(s).
- ☐ Yes, I offer to renew the current contract award at the lower price(s) contained on the attached page(s).
- ☐ No, I do not wish to renew the current contract award.
- ☐ Other

For informational purposes, when going to our Board for approval of this renewal, if this is not renewed and SBBC goes out for a new ITB please indicate below whether your price/discount would remain the same, be lowered, or increase?

- ☐ If this ITB is not renewed, price/discount in the new ITB would stay the same
- ☐ If this ITB is not renewed, price/discount in the new ITB would be lower
- ☐ If this ITB is not renewed, price/discount in the new ITB would be higher

If you indicated that there would be a pricing increase in a new ITB, please indicate the percentage that the price(s) would be increased by in comparison to our current ITB Insert Number Here

Percent of increase: Insert % Number Here

Please sign and date this document in the space provided and return it to my attention no later than Click here to enter a date. 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,

Mark Cohen Purchasing Agent III

Cc: Edgar Lugo Manager

VENDOR RESPONSE

2.10.2025
Signature/Date - Authorized Representative

Matt Crawford
Printed Name - Authorized Representative

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

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Debra Hixon
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Rebecca Thompson
Dr. Allen Zeman

Dr. Howard Hepburn
Superintendent of Schools

March 2, 2026

Daikin Applied Americas
Attn: Juan P. Angel
13600 Industrial Park Boulevard
Minneapolis, MN. 55441

Email: juan.angel@daikinapplied.com
Phone: (786) 501-9595

Subject:	Letter of **Renewal** of the Contract
ITB #:	FY23-012
ITB Title:	HVAC Installation, Repair & Preventive Maintenance

Dear Mr. McLennan,

The above-referenced contract expires on 6/30/2026. 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 7/1/2026 through 6/30/2027. 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 (or reduce) 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 3/9/2026. 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

March 3, 2026
Signature/Date - Authorized Representative

Guillermo Feria - District Service Manager
Printed Name - Authorized Representative

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BROWARD
County Public Schools

Mauricio R. Stradiotti
Director, Procurement & Warehousing Services
7720 W. Oakland Park Boulevard
Sunrise, Florida 33351
phone: 754-321-0501 • fax: 754-321-0936
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Dr. Jeff Holness
Nora Rupert
Rebecca Thompson
Dr. Allen Zeman

Dr. Howard Hepburn
Superintendent of Schools

Date: 2/4/2025

Integ Miami LLC
Attn: Miguel Suarez
10001 NW 50th St. St #107
Sunrise, FL 33351

Subject: Letter of **Renewal** of The Contract
ITB #: FY23-012
ITB Title: HVAC Installation, Repair & Preventive Maintenance

Dear Mr. Suarez:

The above-referenced contract expires on 6/30/2025. 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 7/1/2022 Through 6/30/2026. 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 (or reduce) the current awarded price(s)/discount.

☐ Yes, I offer to renew the current contract award at the current awarded price(s).
☐ Yes, I offer to renew the current contract award at the lower price(s) contained on the attached page(s).
☐ No, I do not wish to renew the current contract award.
☒ Other

For informational purposes, when going to our Board for approval of this renewal, if this is not renewed and SBBC goes out for a new ITB please indicate below whether your price/discount would remain the same, be lowered, or increase?

☐ If this ITB is not renewed, price/discount in the new ITB would stay the same
☐ If this ITB is not renewed, price/discount in the new ITB would be lower
☒ If this ITB is not renewed, price/discount in the new ITB would be higher

If you indicated that there would be a pricing increase in a new ITB, please indicate the percentage that the price(s) would be increased by in comparison to our current ITB Insert Number Here 5%

Percent of increase: Insert % Number Here 5%

Please sign and date this document in the space provided and return it to my attention no later than Click here to enter a date. 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,

Mark Cohen Purchasing Agent III

Cc: Edgar Lugo Manager

VENDOR RESPONSE

02/24/2025
Signature/Date - Authorized Representative

Vicente Millan
Printed Name - Authorized Representative

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
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Rebecca Thompson
Dr. Allen Zeman

Dr. Howard Hepburn
Superintendent of Schools

March 2, 2026

Thermal Concepts LLC
Attn: Allen D. Irvine
2201 College Avenue
Davie, FL 33317

Email: airvine@thermalconcepts.com
Phone: (954) 538-7882

Subject:	Letter of **Renewal** of the Contract
ITB #:	FY23-012
ITB Title:	HVAC Installation, Repair & Preventive Maintenance

Dear Mr. McLennan,

The above-referenced contract expires on 6/30/2026. 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 7/1/2026 through 6/30/2027. 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 (or reduce) 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 3/9/2026. 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

Brian Lindsey
Signature/Date - Authorized Representative

Brian Lindsey
Printed Name - Authorized Representative

Established 1915
BROWARD
County Public Schools

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Broward County, Florida

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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

March 2, 2026

Trane US, Inc.
Attn: Fernando Lagomasino/Manny Vargas
2884 Corporate Way
Miramar, FL. 33025

Email: fdlagoma@trane.com
Phone: (608) 787-3867 / (786) 423-4256

Subject:	Letter of **Renewal** of the Contract
ITB #:	FY23-012
ITB Title:	HVAC Installation, Repair & Preventive Maintenance

Dear Mr. Lagomasino and Vargas,

The above-referenced contract expires on 6/30/2026. 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 7/1/2026 through 6/30/2027. 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 (or reduce) the current awarded price(s)/discount.

☐ Yes, I offer to renew the current contract award at the current awarded price(s).
X Yes, I offer to renew the current contract award at a higher price(s) with the allowed 3% increase contained on the attached page(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 3/10/2026. 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

Signature/Date - Authorized Representative

Fernando Lagomasino, Regional General Manager
Printed Name - Authorized Representative

EXHIBIT B

School	Project	2026-27
COOPER CITY HIGH	Cooper City High - Replace DX Package Unit Mini Gym and Controls Bldg 34	$ 750,000
COOPER CITY HIGH	Cooper City High - Upgrade and Replace Chilled Water Pump	$ 200,000
CRYSTAL LAKE MIDDLE	Crystal Lake Middle - Replace 15 RTUs	$ 2,500,000
CYPRESS BAY HIGH	Cypress Bay High - Cooling Tower Replacement	$ 750,000
DANIA ELEMENTARY	Dania Elementary - Chiller Replacement (2)	$ 900,000
DILLARD 6-12	Dillard High - Chilled Water Pipe Insulation	$ 120,000
DILLARD MUSEUM	Dillard Museum - DX System Replacement	$ 300,000
DISTRICT-WIDE	District-Wide - Unforeseen HVAC Repairs/Replacements	$ 500,000
HALLANDALE HIGH	Hallandale High - RTU Replacement (Package Units)	$ 150,000
LAUDERHILL 6-12	Lauderhill 6-12 - Replace 2 Gymnasium A/C Units & 2 Heating AHU's	$ 600,000
MAPLEWOOD ELEMENTARY	Maplewood Elementary - Chiller Replacement	$ 650,000
MORROW ELEMENTARY	Morrow Elementary - Chiller Replacement	$ 650,000
NOVA MIDDLE	Nova Middle - Unit Ventilator Replacement Bldg 30	$ 500,000
PINES LAKES ELEMENTARY	Pines Lakes Elementary - Chiller Replacement	$ 400,000
PINES MIDDLE	Pines Middle - Replace CW AHUs	$ 790,000
PIPER HIGH	Piper High - Roof Top Unit Replacement	$ 200,000
RAMBLEWOOD MIDDLE	Ramblewood Middle - Air Handling Unit Replacement	$ 150,000
WATKINS ELEMENTARY	Watkins Elementary - Replace DX Units	$ 1,750,000
	TOTAL	**$ 11,860,000**

Status: ORIGINAL

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

2026-11-10	Regular School Board Meeting
CATEGORY:	J. Capital Programs
DEPARTMENT:	Facility Planning & Real Estate

Agenda Item Number:	5.
Consent Item:	Consent
Special Order:	NO
Time for Special Order:	

TITLE:

Lease Agreement

REQUESTED ACTION:

Approve the Lease Agreement between The School Board of Broward County, Florida (SBBC) and The Early Learning Coalition of Broward County, Inc. (ELCBC) to allow the ELCBC to lease Room No. 301, in Building No. 3, at the Broward Estates Early Learning and Resource Center, to provide the services delineated in the Lease Agreement. District 5

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
- Lease Agreement

FINANCIAL IMPACT:

There is no financial impact to SBBC.

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:	Luis Laboy	Phone:	754-321-2167

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Senior Leader & Title

Mark Dorsett, Chief Facilities Officer - Task Assigned

Signature

Mark Dorsett, Chief Facilities Officer - Task Assigned Oct 27,

Electronic Signature

Form $4189 Revised 9/26

HH/JJS

Approved in Open Board Meeting On: November 10, 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

Lease Agreement

Board Meeting Date: November 10, 2026

Requested Action: Approve the Lease Agreement between The School Board of Broward County, Florida (SBBC) and The Early Learning Coalition of Broward County, Inc. (ELCBC) to allow ELCBC to lease Room No. 301, in Building No. 3, at the Broward Estates Early Learning and Resource Center (BEELRC), to provide the services delineated in the Lease Agreement.

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	• Policy 7511
Statutory Requirement	• None
If the School Board votes "Yes"	• The Lease Agreement between SBBC and the ELCBC (Lease Agreement) will become effective on November 10, 2026, and will allow ELCBC to provide important services to the community.
If the School Board votes "No"	• A service that was identified as a need to serve the local community will not be provided. The District will have to work with the key stakeholders to secure other providers to provide these resources.
Alignment to the 2027 Strategic Goals and Guardrails	• Business Operations
Measurable Outcome(s)/Return on Investment	• Provide training sessions for childcare providers and Broward County Public Schools staff, including Child Development Associates (CDA) certification. • Operational Efficiency: The use of Building No. 3, Room No. 301 for community programming maximizes the utilization of District facilities during non-school hours.

	• In-kind Investment: In lieu of the payment of rent, ELCBC will provide a minimum of $2,620.00 per month in staffing and services, representing a direct community reinvestment that is equivalent to approximately $31,440.00 annually, adjusted by 3% per year.

Background/History

Effective July 1, 2025, Broward Estates Elementary School was repurposed as Broward Estates Early Learning and Resource Center (BEELRC). The center provides early learning programs and community-based programming.

The ELCBC desires to lease Room No. 301 in Building No. 3 at BEELRC to provide SBBC students, parents, and families and the community with the following services: 1) support for families and early childhood education community providers and 2) training sessions for childcare providers and Broward County Public Schools (BCPS) staff, including Child Development Associates (CDA) certification.

ELCBC is a not-for-profit 501(c)(3) organization that leads and supports early childhood education by providing financial assistance for childcare through the School Readiness Program, offering free Voluntary Pre-Kindergarten (VPK) for four-year-old children, and connecting families with Child Resource and Referral services in Broward County. The organization's work aligns with the vision of BEELRC and will work together with the center to create a thriving future for the children and families at the center and in the community.

The term of the Lease Agreement commences on November 10, 2026, and concludes on November 9, 2029, with an option for ELCBC to renew for three years.

The ELCBC will provide in-kind services in lieu of paying rent, by assigning personnel to deliver programs valued at a minimum of $2,620.00 per month. Although no cash payment is being received, the value of the services being provided is greater than the in-kind value being paid by ELCBC and supports the mission of the BEELRC. The community services delineated in the Agreement aligns with SBBC's goals to promote community partnerships and expand services for youth development. The arrangement ensures efficient use of school facilities during non-instructional hours while supporting academic enrichment and positive youth engagement.

No district funds will be expended as a result of this Lease Agreement.

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:	November 10, 2026, to November 9, 2029
Multi-Year Agreement:	Yes
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 financial impact to SBBC.

New / Current Requested Agreement Authority

Agreement Authority Term	Length of Agreement Term	Total Agreement Amount
November 10, 2026	3 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 Term	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 Term	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	Broward Estates Early Learning and Resource Center
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:

Lease Agreement

LEASE AGREEMENT

THIS AGREEMENT, made and entered into this 10th day of November 2026, by and between:

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
(hereinafter referred to as "SBBC"),
a political subdivision of the State of Florida having its principal place of business at
600 Southeast Third Avenue
Fort Lauderdale, Florida 33301
and
EARLY LEARNING COALITION OF BROWARD COUNTY, INC.
(hereinafter referred to as "ELCBC")
a Florida not for profit corporation whose address is
1475 W. Cypress Creek Road, #301
Fort Lauderdale, Florida 33309

WHEREAS, SBBC is a political subdivision of the State of Florida pursuant to Section 1.01, Florida Statutes, and a governmental unit for the purposes of Section 196.199, Florida Statutes, and has certain space available in one of its facilities; and

WHEREAS, SBBC owns and operates Broward Estates Early Learning and Resource Center ("**BEELRC**") located at 441 NW 35th Avenue, Fort Lauderdale, Florida 33311 and has certain space available in BEELRC; and

WHEREAS, ELCBC desires to lease space at BEELRC from SBBC for the purpose described in Paragraph 2.03; and

WHEREAS, SBBC would otherwise be required to expend public funds to procure the services that ELCBC proposes to provide in exchange for its use of SBBC's facilities.

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, SBBC and ELCBC (collectively, 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 Lease Agreement**. Unless extended or terminated pursuant to Sections 2.16 and 3.06 of this Lease Agreement respectively, the term of this Lease Agreement shall commence on Nov. 10, 2026 ("Effective Date") and conclude on Nov. 9, 2029.

2.02 **Leased Facility**. SBBC hereby leases to ELCBC, Room No. 301 in Building No. 3, located at the BEELRC (hereafter referred to as "Leased Facility") as shown on **Composite Exhibit**

"A" (Site Plan) and **Exhibit "B"** (Floor Plan) which are attached hereto and incorporated herein by reference.

2.03 **Permitted use of Leased Facility and Hours of Operation**. ELCBC shall utilize the Leased Facility to provide SBBC students, parents, families and the community at large with the following services: 1) support for families and early childhood education community providers and 2) training sessions for childcare providers and Broward County Public Schools (BCPS) staff, including Child Development Associates (CDA) certification.

(a) The Leased Facility shall be used by ELCBC only for the purposes described above. Except as described herein, the Leased Facility may be used by ELCBC from 7:00 a.m. to 9:00 p.m., five (5) days a week, when the BEELRC is open for SBBC's operations Monday through Friday. ELCBC will not be entitled to use the Leased Facility during any periods when BEELRC is closed for reasons including, not limited to federal or state holidays, weekends, and days when BEELRC is closed, including Fridays during SBBC's four (4) day work week. If necessary, ELCBC may request the use of the Leased Facility at times when BEELRC is closed, but such use may only be granted upon advance written approval by SBBC's site administrator for BEELRC. If approval for ELCBC to use the Leased Facility is granted, ELCBC will be required to pay for security, custodial, and all other applicable costs associated with using the Leased Facility beyond the BEELRC normal hours of operation as articulated herein and when BEELRC is closed.

(b) ELCBC shall not do or permit to be done in or about the Leased Facility, nor bring or keep or permit to be brought or kept therein, anything which is prohibited by or will in any way conflict with any law, statute, School Board Policy, ordinance or governmental rule or regulation now in force or which may hereafter be enacted or promulgated; or which is prohibited by any standard form of fire insurance policy or will in any way increase the existing rate of or affect any fire or other insurance upon the building in which the Leased Facility is situated or any of its contents, or cause a cancellation of any insurance policy covering said building or any part thereof or any of its contents. School Board shall provide notice to ELCBC upon adoption or revision of any School Board Policy following the execution of this Lease Agreement.

(c) ELCBC shall not do or permit anything to be done in or about the Leased Facility which will in any way obstruct or interfere with the rights of the occupants of BEELRC in which the Leased Facility is situated, or injure or annoy them or use or allow the Leased Facility to be used for any improper, immoral, unlawful or objectionable purpose (as determined by SBBC); nor shall ELCBC cause, maintain, or permit any nuisance (as determined by SBBC or by law) in or about the Leased Facility or commit or suffer to be committed any waste in, on, or about the Leased Facility.

(d) ELCBC, at ELCBC's expense, shall comply with all laws, rules, orders, statutes, School Board Policies, ordinances, directions, regulations and requirements of all federal, state, county and municipal authorities pertaining to ELCBC's use of the Leased Facility, and with the recorded covenants, conditions and restrictions applicable to the building in which the Leased Facility is situated, regardless of when they become effective or applicable, including, without limitation, all applicable federal, state and local laws, regulations or ordinances pertaining to air and water quality, hazardous materials, waste disposal, air emissions and other environmental matters, all zoning and other land use matters, and the Americans with Disabilities Act of 1990

and Florida Americans With Disabilities Accessibility Implementation Act, as both may be amended from time to time (collectively "ADA") and with any direction of any public officer or officials which shall impose any duty upon SBBC or ELCBC with respect to the use or occupation of the premises.

2.04 **Site Plan, Floor Plan and Parking Plan**. The site plan of the Leased Facility is attached hereto and incorporated herein as **Composite Exhibit "A."** The Site Plan and Exhibit "C" both delineate in red the areas that ELCBC may utilize for parking.

2.05 **Base Rent**. Per School Board Policy 8020, the monthly base rental fee shall be Two Thousand Six Hundred Twenty Dollars ($2,620.00) per month. The base rent for the Leased Facility is based on the cost to rent one (1) classroom space twice a week as called for in the Fee Schedule contained in School Board Policy 8020. Beginning on the first anniversary of the Effective Date of the Lease Agreement, and on each subsequent anniversary thereof, the Base Rent shall be adjusted by three percent (3%) per annum. So long as ELCBC provides In-Kind Services with a verified annual value equal to or exceeding the total Base Rent then due, ELCBC shall owe no cash payment of Base Rent. Any shortfall shall be paid in cash within thirty (30) days of SBBC's notice after the annual reconciliation. In-Kind Services shall be reconciled against a Base Rent and Operating Expenses on a combined basis, unless otherwise specified in Exhibit "D."

2.06 **In-Kind Services.** In lieu of the payment of a base rental fee cited herein for use of the Leased Facility, ELCBC agrees to assign ELCBC personnel to the Leased Facility to deliver ELCBC services and programmatic programs as stated in Section 2.03 of this Lease Agreement ("In-Kind Services") throughout the term of this Lease Agreement. The base rental fee for the Leased Facility Is Two Thousand Six Hundred Twenty Dollars ($2,620.00) per month. Prior to the commencement of this Lease Agreement, ELCBC shall provide documentation to SBBC showing the amount that ELCBC will expend through the term of the Lease Agreement for the provision of services required under this Lease Agreement and such sum must at least be equivalent to Thirty One Thousand Four Hundred Forty Dollars ($31,440.00) which reflects the annual value of the base rental fee for the Leased Facility. The base rental fee cited herein and the Operating Expenses due shall not increase by more than three percent (3%) per year. If the amount shown in the document is lower than the base rent due, ELCBC shall take corrective action to make up the difference prior to commencement of the term of this Lease Agreement. Thereafter, ELCBC shall annually provide said documentation to the Superintendent or his/her designee (SBBC's site administrator for BEELRC, with a copy to the Director, Facility Planning & Real Estate Department) within ninety (90) calendar days after the beginning of each school year. The manner of ELCBC's compensation to the SBBC for the base rent payment due, via the In-Kind Services articulated herein, is authorized by the applicable section(s) of School Board Policy 8020. The procedures, documentation standards, and valuation methodology for reconciling ELCBC in-kind services against the Base Rent and Operating Expenses due under the Lease Agreement with the SBBC for the BEELRC is set forth in **Exhibit "D"** -- **In-Kind Services Reconciliation and Valuation Procedures**, which is attached hereto and incorporated herein. In the event of any conflict between this Lease Agreement and Exhibit "D," the provisions of this Lease Agreement shall control.

2.07 **Operating Expenses**. Operating Expenses are due annually but may be satisfied through In-Kind Services. The Parties agree that Base Rent and Operating Expenses may both be

offset by verified In-Kind Services pursuant to Exhibit "D." If the verified In-Kind value is less than the combined amounts due, ELCBC shall pay the difference in cash within thirty (30) days of SBBC's notice after the annual reconciliation. The operational cost regarding use of the Leased Facility shall be based upon ELCBC's pro-rata share of the historical Operating Expenses of BEELRC, which is 0.8%. The 0.8% pro-rata share is based on 800 sq. ft. / 100,000 sq. ft. where the numerator (800 sq. ft.) is the area of the room being leased and the denominator (100,000 sq. ft.) is the total area of the BEELRC. Operating Expenses for the first Lease year (measured on a school-year basis) shall be One Thousand Nine Hundred Thirty-Five Dollars ($1,935.00) (or One Hundred Sixty-One and 25/100 Dollars ($161.25) per month) based upon the average of the prior three (3) years of operational expenses of the BEELRC multiplied by 0.8%. Thereafter, annual Operating Expenses shall equal SBBC's audited BEELRC prior year operating costs × 0.8%, subject to a three percent (3%) cap on annual increases. In lieu of paying the Operating Expenses stated herein, ELCBC shall provide In-Kind Services equal to or exceeding the value of the Operating Expenses for each school year. The Operating Expenses shall be reconciled annually against the actual verified value of the In-Kind Services provided by ELCBC over the prior twelve (12) months and the Operating Expenses cited herein shall not increase annually by more than three percent (3%) per year, subject to the cap stated above. Prior to commencement of the term of this Lease Agreement, ELCBC shall provide documentation as required by Exhibit "D." If the amount shown in such documentation (i.e., the projected value of In-Kind Services) is lower than the Operating Expenses due, ELCBC shall take corrective action to make up the difference prior to commencement of the term of this Lease Agreement. Thereafter, ELCBC shall annually provide said documentation to the Superintendent or his/her designee (SBBC's site administrator for BEELRC, with a copy to the Director, Facility Planning & Real Estate Department) within ninety (90) calendar days after the beginning of each school year. The manner of ELCBC's compensation to SBBC for the payment of Operating Expenses due to SBBC, via the In-Kind Services articulated herein, is as authorized by the applicable section(s) of School Board Policy 8020. In-Kind Services shall be reconciled against Base Rent and Operating Expenses on a combined basis, unless otherwise specified in Exhibit "D."

2.08 **Custodial Service Cost**. In addition to any In-Kind Services Expenses (If applicable) and Operating Expenses as expressed in this Agreement, ELCBC will be required to pay a shared custodial services cost for the Leased Facilities in the amount of $12,360.00 annually (or $1,030.00 monthly). The custodial services cost constitutes a separate monetary obligation of ELCBC and shall not be eligible for offset, credit, reconciliation, or satisfaction through In-Kind Services. Custodial services costs shall be paid exclusively in cash in accordance with this Section 2.08. All payments of custodial services costs are due on the first (1st) day of each calendar month, made payable to "The School Board of Broward County, Florida" and delivered to the Director, Facility Planning and Real Estate Department, 600 Southeast Third Avenue, Fort Lauderdale, Florida 33301.

2.09 **Relocation of Leased Facility**. If upon expiration of this Lease Agreement ELCBC elects to renew this Lease Agreement and continue leasing space in an SBBC owned facility, ELCBC agrees that SBBC at SBBC's sole discretion may relocate ELCBC to another comparable location within the Broward County Public Schools. In such event, ELCBC shall bear all costs of moving its property from one location to another.

2.10 **Utilities**. During the term of this Lease Agreement as described in Section 2.01, SBBC shall provide water, electricity, telephone outlet, general lighting, air conditioning and heating by means of appliances and fixtures installed for ordinary purposes to service the Leased Facility. SBBC shall not be obligated to furnish or install any appliances or fixtures not installed at the Leased Facility at the time of the execution of this Lease Agreement or to furnish or install any appliances or fixtures contemplated by ELCBC for any special uses. SBBC shall not be responsible or chargeable for any interruptions, delays or failures in furnishing any such utilities due to causes beyond SBBC's control. ELCBC will be permitted access to and use of SBBC's internet service only if such access is permitted by SBBC's applicable contract or license for such service. If access is not permitted by SBBC's applicable contract or license, ELCBC shall be required to obtain such services at ELCBC's sole expense.

2.11 **Heating, Air Conditioning and Lighting**. Heating and air conditioning maintenance services and repairs shall be the responsibility of SBBC. If the equipment is no longer serviceable, SBBC shall be responsible for the cost of replacing the equipment for the Leased Facility. SBBC agrees to maintain the light fixtures installed in the Leased Facility for the use of ELCBC during the term of this Lease Agreement.

2.12 **Security Costs**. ELCBC will provide required security personnel during such hours and days when BEELRC is closed for the reasons stated in 2.03 at its sole costs. Also, ELCBC agrees to pay SBBC required security costs, incurred by the SBBC, if at any time, SBBC provides security personnel during such hours and days when BEELRC is closed for the reasons stated in 2.03. In such instances SBBC shall invoice ELCBC for the security costs incurred, and ELCBC upon receipt of the invoice shall pay SBBC the full amount due within thirty (30) calendar days of receipt of the invoice.

2.13 **Office Equipment and Supplies**. ELCBC agrees to provide all office equipment, telephones, computers, copiers, facsimile machines and office supplies necessary for ELCBC personnel to conduct ELCBC's business at the BEELRC during the term of this Lease Agreement.

2.14 **Office Furniture & Furnishings**. Inclusive of those items described in Section 2.13, ELCBC shall provide office furniture and furnishings for the Leased Facility during the term of this Lease Agreement.

2.15 **ELCBC Personnel**. ELCBC shall hire and pay for all ELCBC personnel. The Parties agree that ELCBC personnel are not employees of SBBC and that SBBC shall have no obligation to provide salary, wages, benefits or workers compensation for such persons. However, ELCBC agrees that, as appropriate, all ELCBC employees shall follow all applicable SBBC policies and procedures.

2.16 **Renewal Option**. ELCBC may request to renew this Lease Agreement for an additional three (3) year term prior to its expiration, and if ELCBC does so, the terms and conditions applicable to the renewal term shall be the same as those stated herein, except that the base rent shall be adjusted to the rates in effect at the time of the renewal as stated in Policy 8020, and ELCBC shall provide SBBC with written notice of its intent to exercise this Renewal Option at least two hundred and seventy (270) calendar days prior to the end of the term of the Lease Agreement and such requested renewal shall be subject to SBBC approval. During the

renewal term, ELCBC shall provide SBBC with the In-Kind Services described in Section 2.06, and Section 2.07.

2.17 **Payment of Taxes**. ELCBC is a Florida not-for-profit corporation and not a governmental unit. SBBC is a political subdivision exempt from ad valorem taxation under § 196.199, Fla Stat. To the extent any taxes, fees or assessments are imposed on ELCBC's possessory interest or operations, such amounts shall be ELCBC's sole responsibility. Nothing herein shall be construed to waive any exemption applicable to SBBC.

2.18 **ADA**. SBBC hereby represents that the property herein meets all accessibility requirements of the Federal Americans with Disabilities Act (ADA), Florida Accessibility Code for Building Construction implemented under the Florida Americans with Disabilities Implementation Act, except as modified by State Requirements for Educational Facility, for the use or occupancy intended by ELCBC.

2.19 **Asbestos and Radon Gas**. SBBC hereby represents that the property described herein is free from friable asbestos as defined in the Asbestos Hazard Emergency Response Act (AHERA), 40 CFR Part 763, Asbestos Materials in Schools, October 30, 1987, and the current Florida State Requirements for Educational Facility (SREF), whichever is more stringent. SBBC notifies ELCBC as follows: "RADON GAS: Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit."

2.20 **Subletting**. ELCBC acknowledges that ELCBC's obligations and duties under this Lease Agreement are unique and not subject to being adequately performed by any other party. As such, ELCBC shall not sublease or assign any portion of the Leased Facility without the prior written approval of the SBBC, which approval shall not be unreasonably withheld.

2.21 **Maintenance Repairs**. ELCBC shall maintain and keep in good repair the interior of the Leased Facility and any doors, hardware, and non-structural components serving the Leased Facility during the term of this Lease Agreement and shall be responsible for the replacement of all windows, doors and ancillary fixtures broken and damaged at the Leased Facility, except if such breakage or damage is caused to the exterior of the Leased Facility by SBBC, students or its employees. No services or maintenance shall be provided except as otherwise stated in this Lease Agreement. ELCBC will not damage the Leased Facility or the Building in which it is situated but will maintain the Leased Facility in a clean, attractive condition and in good repair. Upon termination of this Lease Agreement, ELCBC will surrender and deliver the Leased Facility to SBBC free of ELCBC's personal property and in broom clean condition, and in the same condition in which it existed prior to ELCBC's occupancy of the Leased Facility, excepting only ordinary wear and tear, and damage from casualty and governmental taking, as set forth herein.

2.22 **Special Services**. Except for any services that are expressly to be provided by SBBC under this Lease Agreement, it shall be ELCBC's responsibility to arrange and pay for any and all services not stated herein required for ELCBC's intended use of the Leased Facility.

2.23 **Fire Legal Liability Damage to Rented Premises**. ELCBC shall maintain Fire Legal liability damage to rented premises with limits of $500,000.00 per occurrence/aggregate.

2.24 **Automobile Liability Insurance**. ELCBC shall maintain Automobile Liability Insurance covering all Owned, Non-Owned and Hired vehicles in an amount of not less than One Million Dollars ($1,000,000.00) per occurrence Combined Single Limit for Bodily Injury and Property Damage.

2.25 **Other Insurance Requirements**. ELCBC shall maintain General Liability insurance during the term of this Lease 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. 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 Lease Agreement. ELCBC shall provide certificates of insurance evidencing all required coverage annually and upon SBBC request.

2.26 **SBBC Liability**. SBBC shall not be responsible for any damage, accident, injury or death to ELCBC or ELCBC's property or to ELCBC's agents, servants, employees or invitees or to their property from any cause whatsoever while such persons or property are located upon SBBC's property either prior to, during or after the period for which ELCBC has been permitted use of the Leased Facility. Nothing in this Section shall diminish either party's remedies arising from the other party's negligence as addressed in Section 2.39.

2.27 **Licenses and Permits**. ELCBC agrees to obtain at its sole expense any permits, licenses or additional authorization required by law or ordinance for ELCBC use of the Leased Facility.

2.28 **Condition and Inspection of Leased Facility**. ELCBC agrees to accept the Leased Facility in **AS IS** condition at the time this Lease Agreement is executed. ELCBC may not remove or relocate any of SBBC's property, appliances or fixtures located upon the Leased Facility without the prior written approval of SBBC's site administrator of the Leased Facility. If such approval is granted, ELCBC shall bear all costs of such removal and relocation and of restoring such property, appliances or fixtures to its original condition or location as directed by the site administrator upon the termination of this Lease Agreement. Under no circumstances shall ELCBC remove SBBC's equipment, furnishings, or other property from the Leased Facility.

2.29 **Improvements**. The parties acknowledge that there will be no improvements to the Leased Facility pursuant to this Lease.

(a) Any Improvements placed on said Leased Facility without the prior written approval of SBBC as to location shall immediately be removed or relocated within ninety (90) calendar days of written demand by SBBC, unless the Parties agree that the Improvements should remain whereby this Lease Agreement will be amended, in writing to reflect the use and responsibility of the Improvements.

(b) Consistent with provisions in this Lease Agreement, any Improvements made by ELCBC, if not removed and space restored to its original condition, shall become the property of SBBC. ELCBC agrees that SBBC shall not compensate ELCBC for such improvements.

2.30 **SBBC's Access to the Leased Facility**. SBBC or its authorized agent or agents shall have the right to enter upon the Leased Facility at all reasonable times for the purposes of inspecting the same, preventing waste, making such repairs as SBBC may require, or to perform maintenance services.

2.31 **Parking Areas**. SBBC shall keep and maintain the parking areas adjacent to the Leased Facility in good condition. SBBC reserves the right to control the method, manner and time of parking in the parking areas. ELCBC personnel, assigned to work in the Leased Facility, ELCBC clients/visitors shall upon the effective date of this Lease Agreement and/or occupation of the Leased Facility by ELCBC, have the right to use the parking area as shown in Composite Exhibit "A" and Exhibit "C" to park vehicles. SBBC reserves the right, at any time, at its sole discretion, to designate specific parking spaces in the parking area for use by SBBC employees. Any ELCBC staff found to be parked improperly in such designated parking spaces shall have their parking privileges revoked, and their vehicles will be subject to towing at the sole expense of the vehicles' owners. For the purposes of this Lease Agreement, a vehicle shall be defined as a car, pick-up truck, SUV and/or motorcycle. ELCBC acknowledges that use of the parking area cannot be guaranteed at times other than BEELRC's normal operating hours and may be limited by SBBC in its sole discretion for safety or operational reasons. ELCBC acknowledges that parking availability may be limited during school events or activities, and SBBC shall provide reasonable notice where feasible.

2.32 **Key to Leased Facility**. SBBC will provide ELCBC with keys to access the Leased Facility and interior spaces upon approval of this Lease Agreement. Upon the termination or expiration of this Lease Agreement and prior to vacating the Leased Facility within a ten (10) calendar day period, ELCBC shall return to the site administrator of the Leased Facility, all keys to the Leased Facility. ELCBC admits and agrees that should it fail to return the aforementioned keys to SBBC within the specified time period, ELCBC shall be responsible to pay to have the lock(s) on the appropriate facility door(s) changed.

2.33 **Deliveries**. ELCBC agrees to be responsible for the arrangement and payment for any and all deliveries to the Leased Facility of any equipment, property, scenery, goods or other material necessary for ELCBC's use of the Leased Facility.

2.34 **ELCBC's Property/Improvements**. ELCBC agrees to immediately commence removal of all its property/ improvements and that of its personnel from the Leased Facility and complete such removal within ten (10) business days after the conclusion or termination of ELCBC's permitted use of the Leased Facility and restore the Leased Facility to its original state. ELCBC agrees that any property left by it at the Leased Facility more than ten (10) business days beyond the period permitted under this Lease Agreement, shall be left at ELCBC's peril, shall be considered abandoned, title to such property shall pass to SBBC, and such property may be disposed of at the sole discretion of SBBC's site administrator without any recourse by ELCBC. It is agreed that no bailor/bailee relationship shall be construed to exist between SBBC and ELCBC with regard to any property left by ELCBC at the Leased Facility at times other than the period permitted under this Lease Agreement.

2.35 **Hazardous Materials**. ELCBC shall not cause or permit any Hazardous Material (as hereinafter defined) to be brought upon, kept or used in or about the Leased Facility by ELCBC, its agents, principals, employees, contractors, consultants or invitees without the prior written consent of SBBC's site administrator, which consent may be withheld for any reason whatsoever or for no reason at all. If ELCBC breaches the obligations stated in the preceding sentence, or if the presence of Hazardous Material upon the Leased Facility caused or permitted by ELCBC (or the aforesaid others) results in:

(a) Any contamination of the Leased Facility, the surrounding area(s), the soil or surface or ground water.

(b) Loss or damage to person(s) or property, or if contamination of the Leased Facility or the surrounding area(s) by Hazardous Material otherwise occurs for which ELCBC is liable for actual damages, then ELCBC shall be solely responsible for all costs, expenses and amounts required to remediate, clean up and correct such matter. This includes, without limitation, costs incurred in connection with any investigation or site conditions or any clean-up, remedial, removal or restoration work required by any federal, state or local governmental agency or political subdivision because of Hazardous Material present in the soil or ground water on or under the Leased Facility.

(c) Without limiting the foregoing, if the presence of any Hazardous Material on, under or about the Leased Facility or the surrounding area(s) caused or permitted by ELCBC (or the aforesaid others) results in (a) any contamination of the Leased Facility, the surrounding area(s), the soil or surface or ground water or (b) loss or damage to person(s) or property, then ELCBC shall immediately notify SBBC of any contamination, claim of contamination, loss or damage and, after consultation and approval by SBBC, take all actions at ELCBC's sole expense as are necessary or appropriate to return the Leased Facility, the surrounding area(s) and the soil or surface or ground water to the condition existing prior to the introduction of any such Hazardous Material thereto, such that the contaminated areas are brought into full compliance with all applicable statutory regulations and standards. The foregoing obligations and responsibilities of ELCBC shall survive the expiration or earlier termination of this Lease Agreement.

(d) As used herein, the term "Hazardous Material" means any hazardous or toxic substance, material or waste, including, but not limited to, those substances, materials, and wastes listed in the United States Department of Transportation Hazardous Materials Table (49 CFR 172.101) or by the Environmental Protection Agency as hazardous substances (40 CFR Part 302) and amendments thereto, or such substances, materials and wastes that are or become regulated under any applicable local, state or federal law "Hazardous Material" includes any and all material or substances which are defined as "hazardous waste", "extremely hazardous waste" or a "hazardous substance" pursuant to local, state or federal governmental law. "Hazardous substance" includes, but is not restricted to, asbestos, polychlorobiphenyls ("PCB's"), petroleum, any and all material or substances which are classified as "biohazardous" or "biological waste" (as such terms are defined by Florida Administrative Code ("F.A.C. ") Chapter 17-712, as amended from time to time), and extremely "hazardous waste" or "hazardous substance" pursuant to federal, state or local governmental law.

(e) SBBC and its agents shall have the right, but not the duty, to inspect the Leased Facility at any time to determine whether ELCBC is complying with the terms of this Lease Agreement. If ELCBC is not in compliance with this Lease Agreement, SBBC shall have the right to immediately enter upon the Leased Facility to remedy at ELCBC's expense any contamination caused by ELCBC's failure to comply, notwithstanding any other provision of this Lease Agreement. SBBC shall use its best efforts to minimize interference with ELCBC's operations but shall not be liable for any interference caused thereby.

(f) Any non-compliance by ELCBC with its duties, responsibilities and obligations under this Section shall constitute a default of this Lease Agreement, no notice of any nature from SBBC to ELCBC being required.

2.36 **Adult Products; Smoking**. ELCBC shall not bring, keep, or possess any adult products, intoxicating beverages, drugs, narcotics or gambling devices upon SBBC property or permit others to do so. In accordance with state law and School Board Policy 1120, smoking will not be permitted upon SBBC property under any circumstances.

2.37 **Removal of Persons**. SBBC reserves the right, through its representatives, to eject any objectionable person or persons from SBBC property including, without limitation, the Leased Facility, and in the event of the exercise of this authority by SBBC through its representatives, agents or through law enforcement personnel, ELCBC hereby waives any right and all claims for damages against SBBC or any of its representatives or agents.

2.38 **Background Screening**. ELCBC personnel, volunteers, temporary staff, consultants, contractors, subcontractors, and any other individuals performing services on behalf of ELCBC who are present on SBBC property, who have direct contact with students, who have access to student records, or who have access to school funds shall be background screened in accordance with the provisions of §435.04, Florida Statutes and thereby 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 ELCBC in advance of ELCBC or its personnel providing any services under the conditions described in the previous sentence. ELCBC shall bear the cost of acquiring the background screening to maintain the fingerprints provided with respect to ELCBC and its personnel. The Parties agree that the failure of ELCBC to perform any of the duties described in this section shall constitute a material breach of this Lease Agreement entitling SBBC to terminate immediately with no further responsibilities or duties to perform under this Lease Agreement.

2.39 **Liability**. This section survives the termination of all performance or obligations under this Lease Agreement and is fully binding until such time as any proceeding brought on account of this Lease Agreement is barred by any applicable statute of limitations.

2.39.1 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.

2.39.2 By ELCBC. ELCBC, as an early learning coalition, shall be liable for its tortious acts and omissions and those of its officers, employees, and agents within the scope of their employment, subject to the limitations of § 768.28 and § 1002.83(10), Florida Statutes. To the fullest extent required by law, ELCBC agrees to indemnify, hold harmless, and reimburse SBBC, its officers, employees, and agents from and against any and all third-party claims, damages, losses, costs, and expenses, including reasonable attorney's fees, arising out of or relating to ELCBC's negligent acts or omissions or its officers, employees, or agents. No provision of this Agreement intended to serve or shall be interpreted as a waiver of sovereign immunity to any party to which it applies.

2.40 **Notice.** When either party desires 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, Facility Planning and Real Estate Department The School Board of Broward County, Florida 600 Southeast Third Avenue Fort Lauderdale, Florida 33301
To ELCBC:	Office of the Chief Executive Officer Early Learning Coalition of Broward County, Inc. 1475 W. Cypress Creek Road, #301 Fort Lauderdale, Florida 33309

2.41 **Inspection of ELCBC's Records by SBBC**. SBBC and ELCBC shall establish and maintain books, records, and documents (including electronic storage media) sufficient to reflect all income and expenditures of funds provided by SBBC or ELCBC under this Lease Agreement. All SBBC or ELCBC'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 or ELCBC's agent or its authorized representative to permit SBBC or ELCBC to evaluate, analyze and verify the satisfactory performance of the terms and conditions of this Lease Agreement and to evaluate, analyze and verify any and all invoices, billings, payments and/or claims submitted by ELCBC or any of ELCBC's payees pursuant to this Lease Agreement. SBBC's or ELCBC'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 Lease Agreement. SBBC or ELCBC'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 Lease Agreement without regard to funding sources.

2.42 **SBBC's or ELCBC's Records Defined**. For the purposes of this Lease Agreement, the term "SBBC's Records" or "ELCBC's Records" shall include, 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 Lease Agreement.

2.43 **Duration of Right to Inspect**. For the purpose of such audits, inspections, examinations, evaluations and/or reproductions, SBBC's agent or ELCBC's agent or authorized representative shall have access to SBBC's Records or ELCBC's Records from the effective date of this Lease Agreement, for the duration of the term of this Lease Agreement, and until the later of five (5) years after the termination of this Lease Agreement or five (5) years after the date of final payment by SBBC to ELCBC pursuant to this Lease Agreement. SBBC's agent or ELCBC's agent or its authorized representative shall provide SBBC or ELCBC with reasonable advance notice [not to exceed two (2) weeks] of any intended audit, inspection, examination, evaluation and or reproduction.

2.44 **Audit Site Conditions**. SBBC's agent or ELCBC's agent or its authorized representative shall have access to SBBC's facility or ELCBC's facility and to any and all records related to this Lease Agreement and shall be provided adequate and appropriate workspace in order to exercise the rights permitted under this section.

2.45 **Failure to Permit Inspection**. Failure by either party to permit the other party to audit, inspect, examine, evaluate and/or reproduce as permitted under this Section shall constitute grounds for termination of this Lease Agreement by the non-offending party for cause.

2.46 **Overcharges and Unauthorized Charges**. If an audit conducted in accordance with this Section discloses overcharges or unauthorized charges to SBBC by ELCBC in excess of two percent (2%) of the total billings under this Lease Agreement, the actual cost of SBBC's audit shall be paid by ELCBC. If the audit discloses billings or charges to which ELCBC is not contractually entitled, ELCBC shall reimburse SBBC such sum within twenty (20) calendar days of receipt of written demand unless otherwise agreed to in writing by both parties.

2.47 **Inspection of Subcontractor's Records**. ELCBC shall require any and all subcontractors ("Payees") to comply with Sections 2.41-2.48 by including those requirements in each subcontract. Failure by ELCBC to include such requirements in any subcontract shall constitute grounds for termination of this Lease Agreement by SBBC for cause and shall be grounds for the exclusion of some or all of any Payee's costs from amounts payable by SBBC to ELCBC pursuant to this Lease Agreement and such excluded costs shall become the liability of ELCBC.

2.48 **Inspector General Audits**. SBBC and ELCBC 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.

2.49 **Waiver of Jury Trial**. The Parties hereto shall, and they hereby do, waive trial by jury in any action, proceeding, or counterclaim brought by either of the Parties hereto against the other on any matters whatsoever arising out of, or in any way connected with, this Lease Agreement, the relationship of landlord and ELCBC, ELCBC's use or occupancy of the Leased Facility, and/or claim or injury or damage.

2.50 **Recording**. This Lease Agreement shall not be recorded without SBBC's prior written consent, and any recording hereof, or attempt to do so, by ELCBC shall constitute a default under this Lease Agreement, no curative notice to ELCBC from SBBC being required.

2.51 **Limitation of SBBC's Liability upon Transfer**. In the event of transfer and assignment by SBBC of its interest in this Lease Agreement and/or sale of the Leased Facility, SBBC shall thereby be released from any further obligations hereunder, accruing from and after the date of such transfer, and ELCBC agrees to look solely to such successor in interest of SBBC for performance of such obligations, except as provided in Section 2.39.1 herein above.

2.52 **SBBC's Default**. SBBC shall in no event be charged with default in the performance of any of its obligations under this Lease Agreement unless and until SBBC shall have failed to perform such obligations within thirty (30) calendar days (or within such additional time as is reasonably required to remedy any such default) after written notice to SBBC by ELCBC properly specifying and detailing the particulars of wherein and whereby ELCBC claims SBBC has failed to perform such obligations. No default by SBBC under this Lease Agreement shall give ELCBC the right to terminate this Lease Agreement or withhold or otherwise abate any sums payable or services deliverable to SBBC by ELCBC under this Lease Agreement. Notwithstanding the foregoing, termination rights in Sections 3.06-3.07 control.

2.53 **ELCBC's Default**. This Section shall be interpreted in harmony with Section 3.07; cure rights provided in Section 3.07 apply unless expressly stated otherwise in this Section. ELCBC shall be in default of its obligations hereunder in the event that any of the following occurs:

(a) ELCBC's failure to make any required cash payment (after application of In-Kind Services) for a period of thirty (30) calendar days after written notice by SBBC;

(b) ELCBC's failure to observe, keep or perform any of the other terms, covenants, agreements, or conditions of this Lease Agreement or in applicable School Board Policies for a period of thirty (30) calendar days after written notice by SBBC;

(c) The bankruptcy of ELCBC;

(d) ELCBC making an assignment for the benefit of creditors;

(e) A receiver or trustee being appointed for ELCBC or a substantial portion of ELCBC's assets;

(f) Voluntary petitioning by ELCBC for relief under, or otherwise seeking the benefit of, any bankruptcy, reorganization, arrangement or insolvency law;

(g) ELCBC's deserting, vacating or abandoning any substantial portion of the Leased Facility or attempting to mortgage or pledge or otherwise encumber in any way its interest hereunder;

(h) ELCBC's interest under this Lease Agreement being sold under execution or other legal process;

(i) ELCBC's interest under this Lease Agreement being modified or altered by an unauthorized assignment or subletting or by operation of law;

(j) Any of the goods or chattels of ELCBC used in, or incident to, the ELCBC's operations upon the Leased Facility being seized, sequestered, or impounded by virtue of, or under authority of, any legal proceeding;

(k) ELCBC's failure to pay any other sums payable hereunder when due for two (2) consecutive months or for a total of four (4) months in any term or Renewal Term; or

(l) ELCBC's failure to operate as continuously during normal-operating hours upon the Leased Facility in a fully staffed, fully equipped manner and/or as contemplated as per Section 2.03 of this Lease Agreement; or

(m) In the event of any of the foregoing, SBBC shall provide notice and an opportunity to cure in accordance with Section 3.07. If the default is not cured within the applicable cure period (as extended under Section 3.07, if applicable), then SBBC may terminate this Lease Agreement upon thirty (30) calendar days' written notice as provided in Section 3.07, and re-enter upon and take possession of the Leased Facility whereupon all right, title and interest of ELCBC in the Leased Facility shall end and ELCBC shall immediately vacate the Leased Facility. The exercise by SBBC of this right shall not be deemed to preclude the exercise of any others herein listed or otherwise provided by statute or general law at the same time or in subsequent times or actions.

(n) No re-entry or retaking possession of the Leased Facility by SBBC shall be construed as an election on its part to terminate this Lease Agreement, unless a written notice of such intention be given to ELCBC, nor shall pursuit of any remedy herein provided constitute a forfeiture or waiver of any monies due to SBBC hereunder or of any damages accruing to SBBC by reason of the violations of any of the terms, provisions, and covenants herein contained. SBBC's acceptance of any monies following any event of default hereunder shall not be construed as SBBC's waiver of such event of default. No forbearance by SBBC of action upon any violation or breach of any of the terms, provisions, and covenants herein contained shall be deemed or construed to constitute a waiver of the terms, provisions, and covenants herein contained. Forbearance by SBBC to enforce one or more of the remedies herein provided upon an event of default shall not be deemed or construed to constitute a waiver of any other violation or default. Legal actions to recover for loss or damage that SBBC may suffer by reason of termination of this Lease Agreement or the deficiency from any reletting as provided for above shall include the expense of repossession or reletting and any repairs or remodeling undertaken by SBBC following repossession. This waiver provision shall apply in harmony with Section 3.15.

2.54 **Brokerage Commission**. ELCBC warrants that there are no claims for broker's commissions or finder's fees in connection with its execution of this Lease Agreement.

2.55 **Corporate Tenancy**. Each person executing this Lease Agreement on behalf of ELCBC hereby warrants and certifies to SBBC that ELCBC is authorized to do business in the State of Florida and has full right and authority to enter into this Lease Agreement. The undersigned office of ELCBC hereby further warrants and certifies to SBBC that he or she, as such officer, is authorized and empowered to bind the organization to the terms of this Lease Agreement by his or her signature thereto. In the event any such warranties or certifications prove to be false at any time hereafter, all persons who execute this Lease Agreement shall be liable, individually, and jointly and severally. If ELCBC is a corporation, limited liability company, partnership, limited partnership or other artificial entity (other than one whose shares are regularly and publicly traded on a recognized stock exchange), any change in the ownership of and/or power to vote the majority of the outstanding capital stock of or the power to control the actions, policies or business operations of ELCBC, whether such change of ownership is by sale, assignment, bequest, inheritance, merger, dissolution, operation of law or otherwise, without the prior written consent of SBBC shall constitute a default of this Lease Agreement. ELCBC shall have an affirmative obligation to notify immediately SBBC of any such change.

2.56 **Absence of Option**. SBBC has delivered a copy of this Lease Agreement to ELCBC for ELCBC's review only and the delivery hereof does not constitute an offer to ELCBC or an option to lease or a reservation of option for the Leased Facility, and this Lease Agreement shall become effective only when a copy executed by both SBBC and ELCBC is delivered to and accepted by SBBC.

2.57 **Operating Expenses a Separate Covenant**. ELCBC shall not withhold or reduce ELCBC's required payments of Operating Expenses and other charges provided in this Lease Agreement, it being expressly understood and agreed by the Parties that such payment is a contractual covenant by ELCBC that is independent of the other covenants of the Parties hereunder.

2.58 **Holding Over**. The failure of ELCBC to surrender the Leased Facility on the date provided herein for the expiration of any term of this Lease Agreement (or at the time the Lease Agreement may be terminated otherwise by SBBC), and the subsequent holding over by ELCBC, with or without the consent of SBBC, shall result in the creation of a tenancy at sufferance and ELCBC shall, for the duration of such tenancy, pay double the sums payable at the expiration of this Lease Agreement. This provision does not give ELCBC any right to hold over at the expiration of any term of this Lease Agreement, and SBBC's acceptance of any payments following the expiration of this Lease Agreement shall not be deemed to be a renewal of the term of the Lease Agreement, either by operation of law or otherwise. If ELCBC has timely delivered notice of renewal under Section 2.16, ELCBC shall not be deemed a holdover tenant during SBBC's review period.

2.59 **Construction Liens.**

2.59.1 ELCBC shall not make alterations or improvements except as permitted by Section 2.29 (Improvements), and shall not permit any construction liens to be placed upon the Leased Facility or improvements thereon during the term hereof or any renewal term thereafter, caused by or resulting from any work performed, materials furnished or obligation incurred by or at the request of ELCBC, and in the case of the filing of any such lien ELCBC will promptly pay the same. If ELCBC has not satisfied such lien or transferred it to bond within ten (10) calendar days after written notice from SBBC to ELCBC, SBBC shall have the right and privilege, solely at SBBC's option, of paying the same or any portion thereof without inquiry as to the validity thereof, and any amounts so paid, including expenses, interest, and reasonable attorneys' and paralegals' fees (whether incurred in court, out of court, on appeal or in bankruptcy or administrative proceedings), shall be considered additional Operating Expenses hereunder due from ELCBC to SBBC and shall be repaid to SBBC immediately on rendition of a bill therefor, together with interest per annum at the maximum rate permitted by law until repaid, and if not so paid within ten (10) calendar days of the rendition of such bill shall constitute a default under Section 2.53 hereof.

2.59.2 SBBC's interest in the Leased Facility shall not be subject to liens for improvements made by ELCBC. ELCBC shall notify every contractor making such improvements of the provision set forth in the preceding sentence. The Parties agree, should SBBC request to execute, acknowledge and deliver, without charge to the other, a Short Form Lease in recordable form in accordance with Chapter 713, Florida Statutes, containing a confirmation that the interest of SBBC shall not be subject to liens for improvements made by ELCBC to the Leased Facility.

2.60 **Signs and Advertising**. ELCBC shall not permit the painting or display of any signs, placard, lettering, or advertising material of any kind on or near the exterior of the Leased Facility. Notwithstanding the foregoing, ELCBC may, with the prior approval of SBBC's site administrator, display ELCBC's name on or near the Leased Facilities under this Lease Agreement, in a manner prescribed by SBBC's site administrator.

2.61 **Eminent Domain**. If the whole or a portion of the Leased Facility shall be taken for any public or quasi-public use under any statute or by right of eminent domain or private purchase in lieu thereof, then at SBBC's option, but not otherwise, the term hereby demised and all rights of ELCBC hereunder shall immediately cease and terminate and the sums payable by ELCBC under this Lease Agreement shall be adjusted as of the date of such termination. ELCBC shall be entitled to no part of the award made for such condemnation (or other taking). Anything to the contrary notwithstanding, if the Leased Facility is unaffected by such condemnation (or other taking), then at SBBC's sole option, this Lease Agreement and each and every one of its provisions shall continue in full force and effect. Nothing in this Section shall be construed as prohibiting ELCBC from making an independent claim against the taking authority for ELCBC's loss, as long as such claim does not in any way decrease, limit or otherwise adversely affect SBBC's claim. If partial taking results in damage requiring more than 270 days to restore, termination shall follow the procedures in Section 2.63.1.

2.62 **School Board Policies**. ELCBC shall faithfully observe and comply with the School Board Policies in effect during the term of this Lease Agreement or any Renewal Term. SBBC shall have the right to unilaterally enact additional Policies without the consent of ELCBC, and the same shall be effective from the date ELCBC receives notice thereof. ELCBC shall acquire no vested rights as to its use of the Leased Facility as relates to School Board Policies, and all modifications or additions to or deletions from the School Board Policies shall take effect immediately upon notice of the same by SBBC to ELCBC, regardless of any past use or practice by ELCBC upon the Leased Facility. SBBC shall not be responsible to ELCBC for the nonperformance of any said School Board Policies by any other occupant or user of the building within which the Leased Facility is situated. ELCBC shall and does hereby have an affirmative obligation to notify its agents, employees, principals, assigns, and invitees of the contents of such School Board Policies and of this Lease Agreement and to assure their compliance therewith, and ELCBC's liability to SBBC under Section 2.39 herein. includes, without limitation, ELCBC's responsibility for any claims, losses or damages resulting from ELCBC's breach or the breach by its agents, employees, principals, assigns, and invitees of the School Board Policies.

2.63 **Damage by Fire or the Elements.**

2.63.1 In the event that the Leased Facility should be totally destroyed by fire, hurricane, tornado or other casualty, or in the event the Leased Facility should be so damaged that rebuilding or repairs cannot be completed within two hundred seventy (270) calendar days after the date of such damage, either SBBC or ELCBC may, at its option, by written notice to the other given not more than thirty (30) calendar days after the date of such fire or other casualty, terminate this Lease Agreement. In such event, the sums payable under this Lease Agreement shall be abated during the unexpired portion of this Lease Agreement effective with the date of such fire or other casualty.

2.63.2 In the event the Leased Facility should be damaged by fire, hurricane, tornado, or other casualty covered by SBBC's insurance but only to such extent that rebuilding or repairs can be completed within two hundred seventy (270) calendar days after the date of such damage, or if the damage should be more serious but neither SBBC nor ELCBC elects to terminate this Lease Agreement, then SBBC shall, within thirty (30) calendar days after the date of such damage or such election, commence to rebuild or repair the Leased Facility and shall proceed with reasonable diligence to restore the Leased Facility to substantially the same condition in which it was immediately prior to the happening of the casualty, except that SBBC shall not be required to rebuild, repair or replace any part of the furniture, equipment, fixtures and other improvements which may have been placed by ELCBC within the Leased Facility. SBBC shall, unless such damage is the result of the negligence or willful misconduct of ELCBC or ELCBC's employees, agents, principals, contractors, consultants, assigns, ELCBC's or invitees, allow ELCBC a fair diminution of any sums payable to SBBC under this Lease Agreement during the time of such rebuilding or repairs. Notwithstanding the foregoing, if SBBC elects not to rebuild or repair the Leased Facility, SBBC may terminate this Lease Agreement by written notice to ELCBC, and the sums payable under this Lease Agreement shall be adjusted as of the effective date of termination. Any insurance which may be carried by SBBC or ELCBC

against loss or damage to the Leased Facility shall be for the sole benefit of the party carrying such insurance and under its sole control.

2.64 **ELCBC Confidentiality of Education Records**. Notwithstanding any provision to the contrary within this Lease Agreement, the Parties shall 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. The Parties agree to:

(a) Hold the student records and information in strict confidence and not use or disclose except as required by this Lease Agreement or permitted by law. All student records will be disclosed only to those who have a need to access the information in order to perform their assigned duties.

(b) Safeguard the student records through administrative, physical and technological safety standards to ensure adequate controls are in place to protect these student records in accordance with FERPA's privacy requirements.

(c) Continually monitor its operations and take all actions necessary to ensure that the student information and records are safeguarded in accordance with the terms of this Lease Agreement.

ARTICLE 3- GENERAL CONDITIONS

3.01 **Equal Opportunity Provision**. The Parties agree that no person shall be subjected to discrimination because of age, race, color, disability, gender, marital status, national origin, religion, sex or sexual orientation in the performance of the Parties' respective duties, responsibilities and obligations under this Lease Agreement.

3.02 **No Waiver of Sovereign Immunity**. Nothing herein is intended to serve as a waiver of sovereign immunity by any party 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 Lease Agreement and shall be fully binding until such time as any proceeding brought on account of this Lease Agreement is barred by any applicable statute of limitations.

3.03 **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 under this Lease Agreement. Neither party intends to benefit a third party directly or substantially by this Lease Agreement. The Parties agree that there are no third-party beneficiaries to this Lease Agreement and that no third party shall be entitled to assert a claim against any of the parties based upon this Lease 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.

3.04 **Independent Contractor**. The Parties to this Lease 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 or ELCBC retirement, leave benefits or any other benefits of SBBC or ELCBC employees shall exist as a result of the performance of any duties or responsibilities under this Lease Agreement. SBBC and ELCBC 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.

3.05 **Non-Discrimination.**

(a) As a condition of entering into this Lease Agreement, ELCBC represents and warrants that it will comply with 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, ELCBC 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 ELCBC retaliate against any person for reporting instances of such discrimination. ELCBC 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 excess marketplace discrimination that have occurred or are occurring in SBBC's relevant marketplace. ELCBC understands and agrees that a material violation of this clause shall be considered a material breach of this Lease Agreement and may result in termination of this Lease 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.

3.06 **Termination**. This Lease Agreement may be canceled by either party with or without cause. If termination is for cause, the Parties shall abide by the notice and opportunity to cure provisions set forth in Section 3.07 (Default) herein below. If termination is without cause, such termination shall be effective upon thirty (30) calendar days written notice to each other regarding the desire to terminate this Lease Agreement. In the event of such termination, ELCBC agrees that it is not entitled to any damages of any kind including any damages that may be attributable to the cancellation of any event planned by ELCBC. SBBC shall have no liability for any property left on SBBC's property by any party to this Lease Agreement after the termination of this Lease Agreement. Any party contracting with SBBC under this Lease Agreement agrees that any of its property placed upon SBBC's facility pursuant to this Lease Agreement shall be removed within ten (10) business days following the termination, conclusion or cancellation of this Lease Agreement and that any such property remaining upon SBBC's facility 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.

3.07 **Default**. The Parties agree that, in the event that either party is in default of its obligations under this Lease 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 Lease 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 section shall be construed to preclude termination for convenience pursuant to Section 3.06.

3.08 **Annual Appropriation**. The performance and obligations of SBBC and ELCBC under this Lease Agreement shall be contingent upon an annual budgetary appropriation by its governing body. If SBBC or ELCBC does not allocate funds for the payment of services or products to be provided under this Lease Agreement, this Lease Agreement may be terminated by SBBC or ELCBC at the end of the period for which funds have been allocated. SBBC or ELCBC shall notify the other party at the earliest possible time before such termination. No penalty shall accrue to SBBC or ELCBC in the event this provision is exercised, and SBBC or ELCBC shall not be obligated or liable for any future payments due or any damages as a result of termination under this section.

3.09 **Excess Funds**. Any party receiving funds paid by SBBC or ELCBC under this Lease Agreement agrees to promptly notify SBBC or ELCBC of any funds erroneously received from SBBC or ELCBC upon the discovery of such erroneous payment or overpayment. Any such excess funds shall be refunded to the party that made the erroneous payment.

3.10 **Public Records**. The following provisions are required by Section 119.0701, Florida Statutes, and may not be amended. SBBC and ELCBC shall keep and maintain public records required by SBBC and ELCBC to perform the services required under this Lease Agreement. Upon request from SBBC's or ELCBC's custodian of public records, SBBC or ELCBC shall provide SBBC or ELCBC 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. SBBC and ELCBC 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 Lease Agreement's term and following completion of the Lease Agreement if SBBC or ELCBC does not transfer the public records to SBBC or ELCBC. Upon completion of the Lease Agreement, SBBC and ELCBC shall transfer, at no cost, to SBBC and to ELCBC all public records in possession of SBBC or ELCBC or keep and maintain public records required by SBBC or ELCBC to perform the services required under the Lease Agreement. If SBBC or ELCBC transfers all public records to SBBC or ELCBC upon completion of the Lease Agreement, SBBC or ELCBC shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If SBBC or ELCBC keeps and maintains public records upon completion of the Lease Agreement, SBBC and ELCBC shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to SBBC or ELCBC, upon request from SBBC's or ELCBC's custodian of public records, in a format that is compatible with SBBC 's or ELCBC's information technology systems.

IF A PARTY TO THIS LEASE AGREEMENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE LEASE AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 754-321-2300, RECORDREQUESTS@BROWARDSCHOOLS.COM, RISK MANAGEMENT DEPARTMENT, PUBLIC RECORDS DIVISION, 600 SE 3rd Avenue, 11th Floor, Fort Lauderdale, Florida 33301.

3.11 (not used).

3.12 **Entire Lease 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 Lease Agreement that are not contained in this document. Accordingly, the Parties agree that no deviation from the terms herein shall be predicated upon any prior representations or agreements, whether oral or written.

3.13 **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 Lease Agreement and executed by each party hereto.

3.14 **Preparation of Lease 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 Lease 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 **Waiver**. The Parties agree that each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Lease Agreement and, therefore, is a material term herein. Any party's failure to enforce any provision of this Lease Agreement shall not be deemed a waiver of such provision or modification of this Lease 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.

3.16 **Compliance with Laws**. Each party shall comply with all applicable federal and state and local laws, SBBC policies, ELCBC's policies, codes, rules, and regulations in performing its duties, responsibilities and obligations pursuant to this Lease Agreement.

3.17 **Governing Law and Venue**. This Lease 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 Lease 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 Lease Agreement.

3.18 **Binding Effect**. This Lease Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns.

3.19 **Assignment**. Neither this Lease Agreement or 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 Lease Agreement including, without limitation, the partial assignment of any right to receive payments from SBBC. Section 2.55 shall govern changes in ownership or control of ELCBC.

3.20 **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.

3.21 **Place of Performance**. All obligations of SBBC under the terms of this Lease Agreement are reasonably susceptible of being performed in Broward County, Florida and shall be payable and performable in Broward County, Florida.

3.22 **Severability**. In case any one or more of the provisions contained in this Lease 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 Lease Agreement shall be considered as if such invalid, illegal, unlawful, unenforceable or void provision had never been included.

3.23 **Captions**. The captions, section numbers, article numbers, title and headings appearing in this Lease 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 Lease Agreement, nor in any way effect this Lease Agreement and shall not be construed to create a conflict with the provisions of this Lease Agreement.

3.24 **Authority**. Each person signing this Lease Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Lease 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 Lease Agreement.

3.25 **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 Lease Agreement.

3.26 **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 Lease

Agreement. Such actions shall include, but not be limited to, the immediate suspension of the use or occupancy of any or all SBBC Leased Facilities as a result of the anticipation of imminent existence or existence of any of the conditions listed in Article 3.20 - Force Majeure - hereinabove.

3.27 **Counterparts and Multiple Originals**. This Lease 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 Lease Agreement.

3.28 **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 a contract with SBBC must provide an affidavit signed by an officer or representative of the non-governmental entity under penalty of perjury stating that the non-governmental entity does not use coercion for labor or services as defined in that statute. A copy of the State of Florida Affidavit Regarding the Use of Coercion for Labor and Services is attached hereto as Exhibit "E". The submission of a false affidavit may subject a non-governmental entity to civil penalties, attorney's fees, and/or costs. Any contract with SBBC shall be terminated by SBBC without recourse if a non-governmental entity is found to have submitted a false affidavit.

3.29 **Scrutinized Companies and Boycott of Israel Certification.** ELCBC certifies that neither ELCBC nor any of its affiliates is listed on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel. ELCBC further certifies that neither ELCBC nor any affiliate is engaged in business operations in Cuba or Syria as contemplated by Section 287.135, Florida Statutes, and that ELCBC is not participating in a boycott of Israel. ELCBC agrees that if the foregoing certifications become inaccurate during the term of this Lease Agreement, ELCBC shall immediately notify SBBC. SBBC may terminate this Lease Agreement if ELCBC is found to have submitted a false certification or otherwise becomes ineligible to contract with a public entity under applicable law.

3.30 **Public Entity Crimes.** Pursuant to Section 287.133, Florida Statutes, ELCBC certifies that neither ELCBC nor any person or affiliate thereof has been placed on the convicted vendor list maintained by the State of Florida and that ELCBC is not prohibited from contracting with a public entity. ELCBC shall immediately notify SBBC if any circumstance arises during the term of this Lease Agreement that would render this certification inaccurate. Submission of a false certification shall constitute a material breach of this Lease Agreement and shall be grounds for immediate termination by SBBC.

3.31 **Conflict of Interest and Ethics Compliance.** ELCBC represents and warrants that it has not offered, given, solicited, or accepted, and shall not offer, give, solicit, or accept, any gift, gratuity, favor, entertainment, loan, or other item of value in violation of Chapter 112, Florida Statutes, School Board Policy, or any applicable ethics law or regulation in connection with this Lease Agreement. ELCBC further represents that no officer, director, employee, or agent of ELCBC has a conflict of interest that would impair ELCBC's ability to perform its obligations under this Lease Agreement or otherwise create an improper financial interest in the transaction contemplated by this Lease Agreement. ELCBC shall promptly disclose to SBBC any actual, potential, or apparent conflict of interest arising during the term of this Lease Agreement. Failure to disclose a known conflict of interest shall constitute a material breach of this Lease Agreement.

3.32 **Information Security; Cybersecurity Incident and Data Breach Notification.**

(a) ELCBC shall implement and maintain reasonable administrative, physical, and technical safeguards designed to protect confidential information, student information, education records, Personally Identifiable Information ("PII"), and any SBBC data to which ELCBC may gain access in connection with this Lease Agreement.

(b) ELCBC shall not access, store, transmit, process, or disclose student records, education records, confidential information, or PII except as authorized by law and this Lease Agreement.

(c) ELCBC shall immediately notify SBBC, and in no event later than forty-eight (48) hours after discovery, of any actual or suspected:

1. unauthorized access to SBBC data;
2. unauthorized disclosure of confidential information;
3. cybersecurity incident;
4. ransomware event;
5. loss, theft, or compromise of devices containing SBBC data; or
6. breach of security involving information protected by federal or Florida law.

(d) ELCBC shall cooperate fully with SBBC in investigating, mitigating, and remediating any cybersecurity incident or data breach and shall provide all information reasonably requested by SBBC regarding the nature and scope of the incident.

(e) Subject to the limitations of Sections 768.28 and 1002.83(10), Florida Statutes, and to the extent permitted by law, ELCBC shall be responsible for costs attributable to a cybersecurity incident or data breach caused by the negligent acts or omissions of ELCBC or its officers, employees, agents, contractors, consultants, or representatives.

(f) The obligations contained in this Section are supplemental to, and not in lieu of, the Parties' obligations under Section 2.64 regarding student records confidentiality and shall survive expiration or termination of this Lease Agreement.

[THIS SPACE INTENTIONALLY LEFT BLANK; SIGNATURE PAGES FOLLOW]

FOR SBBC:

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

By: _____
Sarah Leonardi, Chair

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 ELCBC:

(Corporate Seal)

ELCBC

ATTEST:

Ellie Schrot , Secretary

-or-

Witness

Witness

By: Dawn Liberta

Print Name: Dawn Liberta

Title: First Vice Chair

Date: October 5, 2026

Approved as to Form and Legal Content:

ELCBC General Counsel

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 October 5th 2026 (date) by Dawn Liberta (name of officer or agent, title of officer or agent) of FLC of Broward (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 FLDL (type of identification) as identification and who did/did not first take an oath this 5th day of October, 2026.

My Commission Expires:

Signature – Notary Public

Andres Calero

Printed Name of Notary

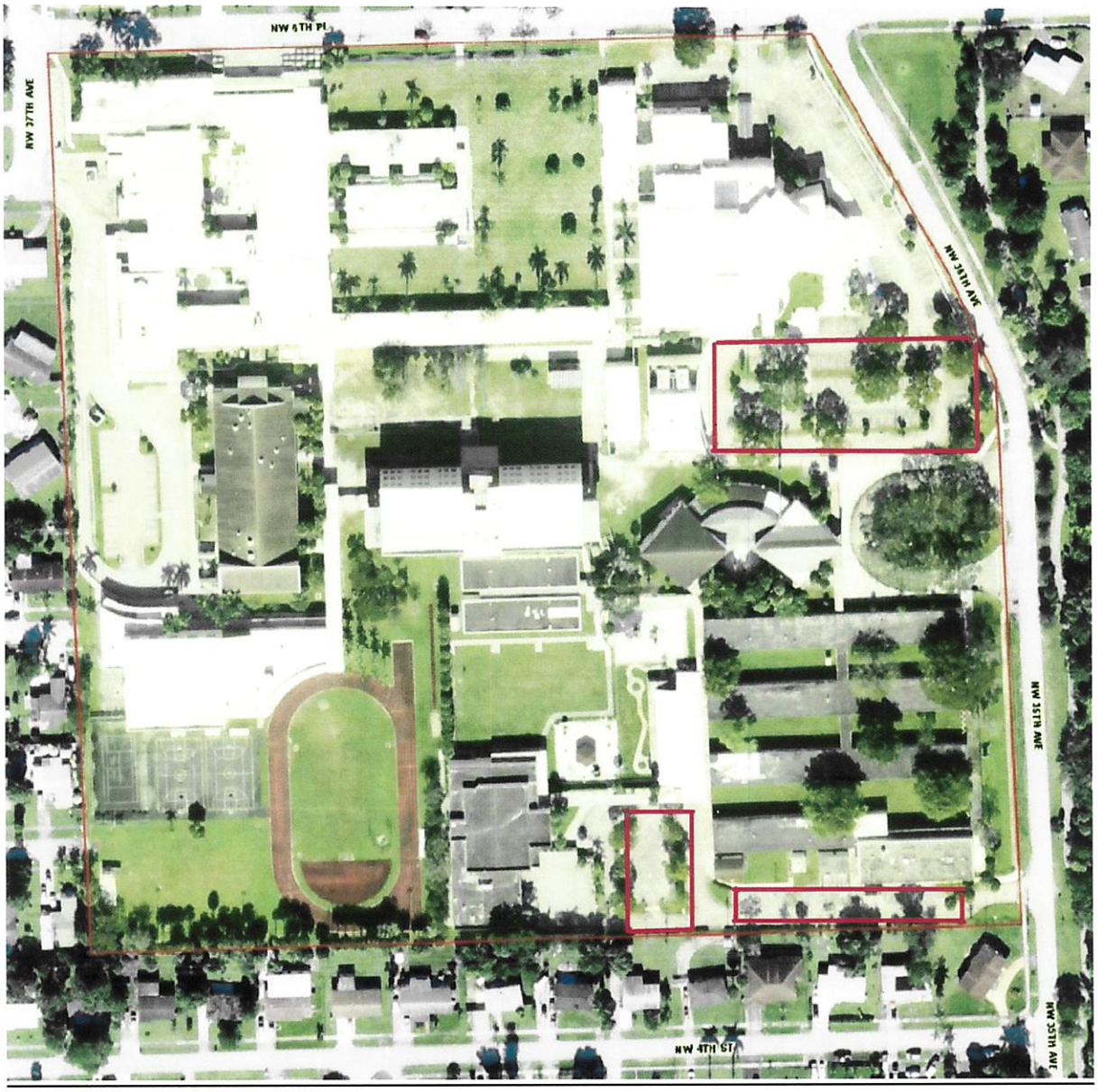
01/18/2027

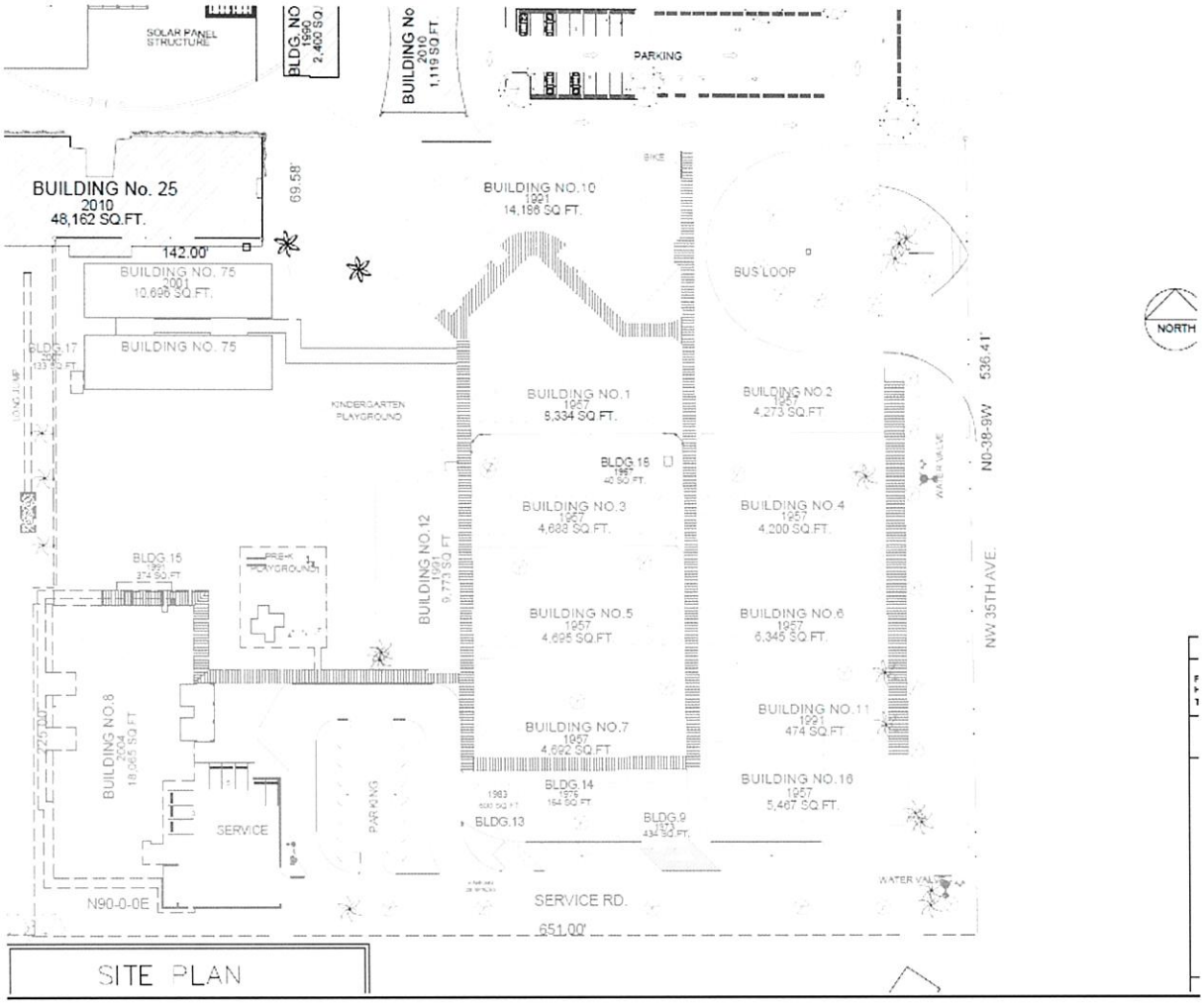
Notary's Commission

(SEAL)

ANDRES CALERO
MY COMMISSION # HH 350874
EXPIRES: January 18, 2027

Composite Exhibit "A" – Site Plan




SOLAR PANEL STRUCTURE
BLDG. NO 1990 2,400 SQ.
BUILDING No 2010 1,119 SQ.FT.
PARKING
BUILDING No. 25
2010
48,162 SQ.FT.
69.58'
142.00'
BIKE
BUILDING NO.10
1991
14,196 SQ.FT.
BUS LOOP
NORTH
BUILDING NO. 75
2001
10,696 SQ.FT.
BUILDING NO. 75
BLDG.17
KINDERGARTEN PLAYGROUND
BUILDING NO.1
1957
5,334 SQ.FT.
BUILDING NO.2
1957
4,273 SQ.FT
536.41'
N0-38-9W
BLDG.16
1957
40 SQ.FT.
BUILDING NO.3
1957
4,688 SQ.FT.
BUILDING NO.4
1957
4,200 SQ.FT.
BLDG.15
1957
374 SQ.FT
PRE-K PLAYGROUND
BUILDING NO.12
1991
9,773 SQ.FT
BUILDING NO.5
1957
4,695 SQ.FT
BUILDING NO.6
1957
6,345 SQ.FT.
NW 35TH AVE
BUILDING NO.11
1991
474 SQ.FT
BUILDING NO.8
2004
18,085 SQ.FT
BUILDING NO.7
1957
4,692 SQ.FT
BUILDING NO.16
1957
5,467 SQ.FT.
BLDG.14
1976
164 SQ.FT
BLDG.13
BLDG.9
434 SQ.FT.
SERVICE
PARKING
WATER VALVE
N90-0-0E
SERVICE RD.
651.00'

SITE PLAN

Exhibit "B" – Floor Plan

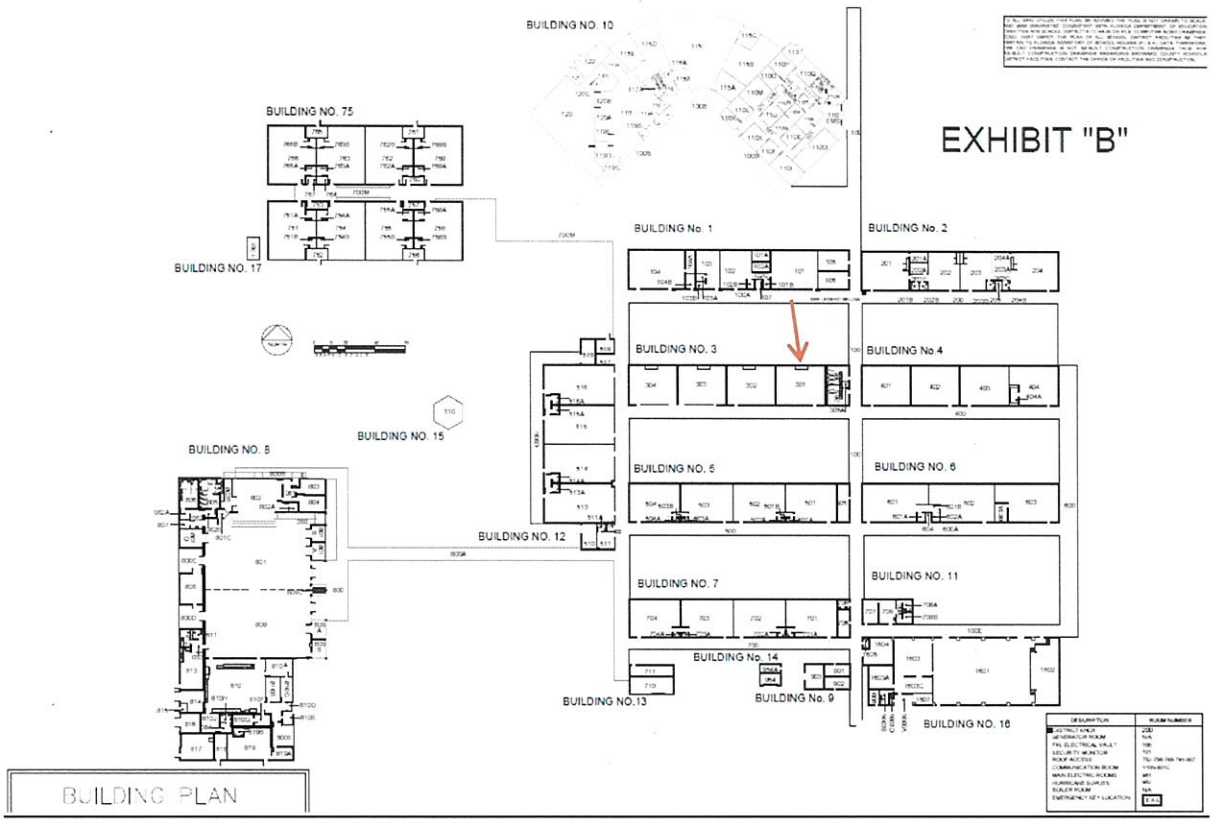


Exhibit "C" – Parking

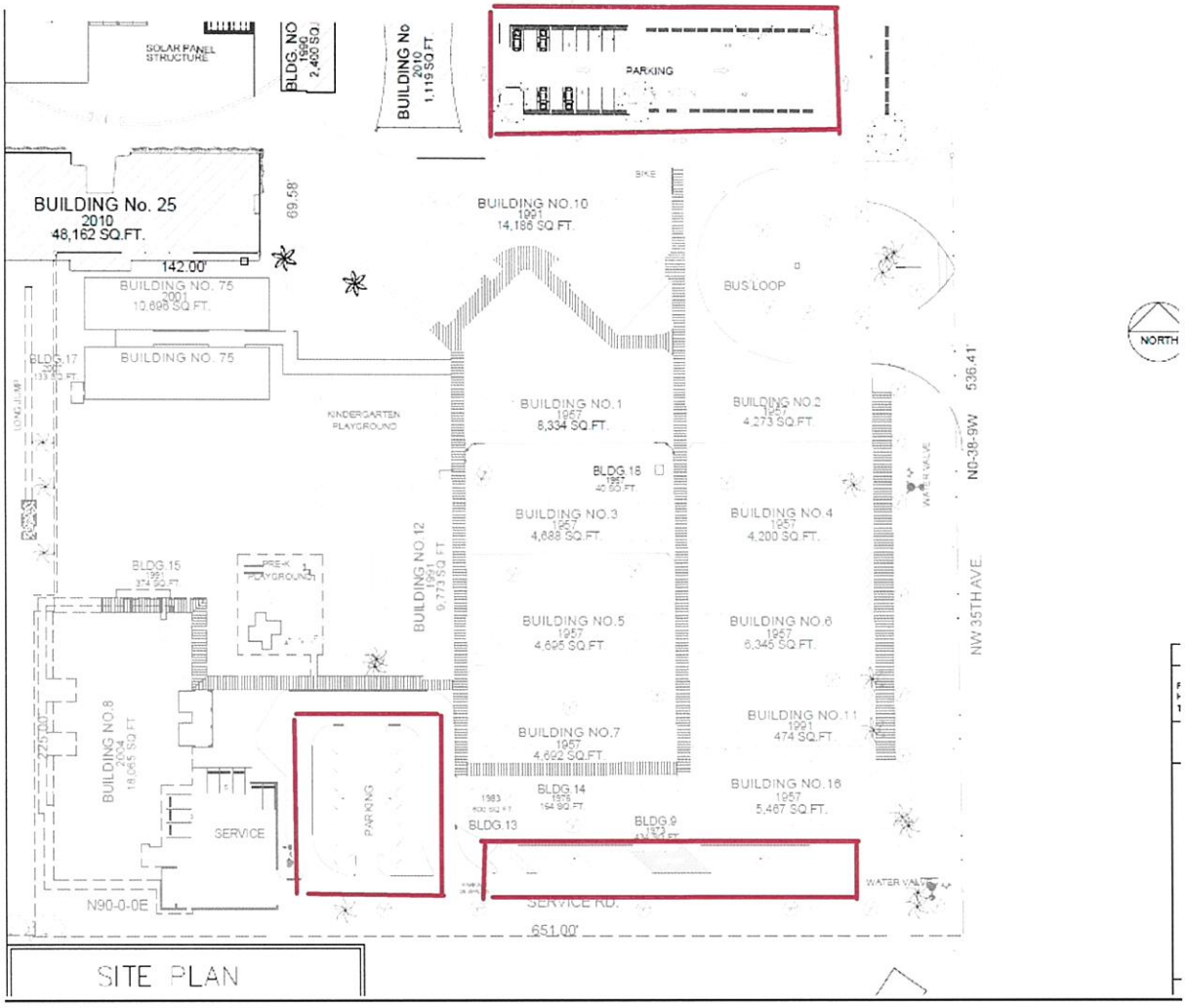


Exhibit "D"

In-Kind Services Reconciliation and Valuation Procedures

1. Purpose

This Exhibit establishes the procedures, documentation standards, and valuation methodology for reconciling The Early Learning Coalition of Broward County's ("ELCBC") in-kind services against the Base Rent and Operating Expenses due under the Lease Agreement with The School Board of Broward County, Florida ("SBBC") for the Broward Estates Early Learning and Resource Center ("BEELRC").

2. Annual Reconciliation Timeline

a. Initial Documentation: Prior to the Lease commencement, ELCBC shall submit a projected annual budget for in-kind services, detailing personnel assignments, service categories, and estimated costs.

b. Annual Submission: Within ninety (90) calendar days after the start of each school year, ELCBC shall submit a reconciliation report for the prior twelve months, including supporting documentation as described below.

c. SBBC Review: The Superintendent or his/her designee shall review and verify the submission within thirty (30) calendar days of receipt.

d. Shortfall Payment: If the verified value of in-kind services is less than the total Base Rent and Operating Expenses due (including annual escalators), ELCBC shall pay the cash difference within thirty (30) calendar days of SBBC's notice.

e. Overage Credit: If the verified value exceeds the required amount, the excess may be carried forward as a credit to the next annual period. Credits are non-refundable.

3. Valuation Methodology

a. Personnel Costs: In-kind services are valued at the actual, reasonable cost of ELCBC personnel assigned to BEELRC, including salary, employer-paid benefits, and directly allocable payroll taxes.

b. Documentation: Timesheets, payroll records, and assignment logs must be provided.

c. Programmatic Costs: Direct costs for programmatic activities (e.g., instructional materials, supplies) may be included if pre-approved by the Superintendent or his/her designee.

d. Indirect Costs: Indirect costs (e.g., administrative overhead) may be included at a rate not to exceed 10% of direct personnel costs, subject to the Superintendent or his/her designee approval.

e. Rate Caps: All costs must be consistent with market rates and not exceed comparable rates for similar services in Broward County.

4. **Allowable Service Categories**

   a. Instructional services delivered to BEELRC students or community members.

   b. Professional development or training for BEELRC staff.

   c. Early childhood education program support.

   d. Other services expressly approved in writing by the Superintendent or his/her designee.

5. **Documentation Requirements**

   a. Personnel:

      i. Name, position, and assignment dates for each ELCBC employee.

      ii. Timesheets or activity logs showing hours worked at BEELRC.

      iii. Payroll records substantiating salary and benefits.

   b. Programmatic Costs:

      i. Receipts or invoices for materials and supplies.

      ii. Description of program/activity and beneficiaries.

   c. Indirect Costs:

      i. Calculation worksheet showing basis and rate.

   d. Summary Table:

      i. Annual summary showing total in-kind value, Base Rent due, Operating Expenses due, shortfall/overage, and any carry-forward credits.

6. **Dispute Resolution.** If the Superintendent or his/her designee and ELCBC disagree on the valuation or sufficiency of in-kind services, either party may invoke the procedures in Sections 3.06 and 3.07 of the Lease Agreement. ELCBC shall timely pay any undisputed portion.

7. Example Calculation (for illustration)

Category	Description	Hours/Units	Rate	Total Value
Instructor	Early Childhood Course	40 hrs	$50/hr	$2,000
Program Coordinator	Community Outreach	20 hrs	$40/hr	$800
Materials	Supplies for course	N/A	Actual cost	$300
Indirect	10% of direct personnel	N/A	$280	$280
Total				**$3,380**

8. Audit Rights

SBBC reserves the right to audit all records supporting in-kind service valuation, as provided in Sections 2.41–2.48 of the Lease Agreement.

[End of Exhibit "D"]

Exhibit "E"

State of Florida Affidavit
Regarding the Use of Coercion for Labor and Services

Respondent Vendor Name: Early Learning Coalition of Broward County, Inc.

Event Name: NA Date/ Time: NA

Vendor FEIN: 65-1060848

Vendor's Authorized Representative Name and Title: Renee Jaffe, CEO

Address: 1475 West Cypress Creek Road Suite 301

City: Fort Lauderdale State: Florida Zip Code: 33309

Phone Number: 954-377-2188 Email Address: contracts@elcbroward.org

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: Dawn Liberta

AUTHORIZED SIGNATURE

Print Name and Title: Dawn Liberta, First Vice Chair Date: October 14, 2026

SBBC updated 7-28-29

Status: ORIGINAL

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

2026-11-10	Regular School Board Meeting
CATEGORY:	O. Operations
DEPARTMENT:	Procurement & Logistics Operations

Agenda Item Number:	6.
Consent Item:	Consent
Special Order:	NO
Time for Special Order:	

TITLE:

Request to increase the budget for Office of Inspector General Services

REQUESTED ACTION:

Approve an increase of $390,003.71 in the Fiscal Year (FY) FY 2026–2027 budget allocation for Inspector General Services, increasing total budget authority from $1,400,000 to $1,790,003.71. 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
- Executed Agreement

FINANCIAL IMPACT:

$390,003.71. Funded by the General Fund.

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:	Omar R. Shim	Phone:	754-321-1990
Name:	Mark Magli	Phone:	754-321-2400

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Senior Leader & Title

Mark Magli, Chief Auditor

Signature

Mark Magli, Chief Auditor Oct 27, 2026

Electronic Signature

Form $4189 Revised 9/26

HH/JJS

Approved in Open Board Meeting On: November 10, 2026

By: _____

School Board Chair

For more information, please contact:
Name: Mark Magli
Title: Chief Auditor
Phone: 754-321-2400

Executive Summary

Request to increase the budget for Office of Inspector General Services

---

Board Meeting Date: November 10, 2026

Requested Action:
Approve an increase of $390,003.71 in the Fiscal Year (FY) FY 2026–2027 budget allocation for Inspector General Services, increasing total budget authority from $1,400,000 to $1,790,003.71.

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"	• A "Yes" vote would authorize an additional $390,003.71 in FY 2026–2027 budget authority for Inspector General Services.
If the School Board votes "No"	• A "No" vote would leave the identified $390,003.71 funding gap unresolved and could limit the District's ability to meet its payment obligations under the Interlocal Agreement.
Alignment to the 2027 Strategic Goals and Guardrails	• Guardrail 4: Accountability
Measurable Outcome(s)/Return on Investment	• Inspector General Services support oversight, accountability, fraud prevention, investigations, and public trust.

Background/History:
Per Chapter 10.01 of the Broward County Charter, on December 17, 2024 (Agenda Item No. GG-5), The School Board of Broward County, Florida (SBBC), approved an Interlocal Agreement with the Broward County Office of Inspector General (OIG) and Broward County to provide independent Inspector General Services to Broward County Public Schools (District). The Agreement implemented the voters' decision to extend the Broward County OIG's jurisdiction to include School Board matters and established a mechanism for the School District to fund those services.

As part of the Agreement, the District paid an initial prorated amount of $659,810 for FY 2024-2025. This payment covered the period from the Agreement's implementation through the end of Broward County's fiscal year on September 30, 2025.

Future annual costs were expected to be approximately $1 million per year and, subject to investigative requirements, would be invoiced by Broward County following adoption of its annual budgets.

For FY 2025–2026, the Broward County Office of Inspector General (OIG) assessed the District annual fees totaling $1,315,608.18 for contracted Inspector General Services. The obligation for FY 2024-2025

was $160,665.53. After applying a $499,144.47 credit related to the prior year's prorated allocation, the net amount due under Invoice No. AC10000390 was $816,463.71.

The OIG submitted a proposed budget of $973,540 for FY 2026–2027 subject to investigative requirements. To support the District's ongoing contractual obligations for Inspector General Services, the School Board's FY 2026–2027 budget, approved on September 15, 2026, included an allocation of approximately $1.4 million for anticipated OIG service expenditures and other potential obligations. Under Section 3.1.3, Annual Fee of the Agreement, any excess funds will be credited toward SBBC's annual fee for the following fiscal year. This action prepays forecasted OIG work through September 30, 2027.

Aareement 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:	Interlocal Agreement by and Among SBBC, The Broward County Office of Inspector General, and Broward County, Florida, for the Provision of Inspector General Services (Date: December 17, 2024).
Multi-Year Agreement:	Not Applicable
Procurement Method:	**Piggyback Agreement** (Yes/No): No **Acquisition Method**: Interlocal 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. This is an additional request for FY27 based on the terms of the Agreement.
2. The increase will be $390,003.71, funded by the General Fund.
3. To fund the outstanding FY 2025–2026 invoice of $816,463.71 and the anticipated FY 2026–2027 annual fee of $973,540, subject to final invoicing and the credit provisions of Section 3.1.3 of the Interlocal Agreement. The contract value is now $2,948,958.18 through September 30, 2027.

New / Current Requested Agreement Authority

Agreement Authority Terms	Length of Agreement Terms	Total Agreement Amount
Evergreen	Evergreen	$2,948,958.18

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	$1,400,000	Y
FY27	3 months	General Fund	$390,003.71	N

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 Funds	$1,000,000

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	The OIG provides independent oversight to promote the proper, accountable, and transparent use and management of taxpayer dollars.
School Selection /Prioritization	Not Applicable
Community/ Stakeholder Engagement	Broward County voter approval of the Charter Amendment extending OIG jurisdiction to School Board matters.
End-User Input	Not Applicable
Technology/Capital Expected Lifecycle / Replacement Cycle	Not Applicable

Additional Backup
Exhibit A: Financial Analysis Worksheet
Exhibit B: Executed Agreement

PROCUREMENT & LOGISTIC OPERATIONS

BROWARD COUNTRY PUBIC SCHOOLS

FINANCIAL ANALYSIS WORKSHEET

BID INFORMATION			
New Bid # (Ex: 10-004R):		**Preparation Date:**	October 19, 2026
Previous Bid # (Ex: 10-004R):	AG25-157	**Buyer/PA:**	Belinda J. Defoor
New Bid Award Total:	$1,790,004	**Bid Title:**	Increase Budget of Office of Inspector General Service.
Previous Award Total:			
Bid Type:	INCREASE TO BID		
Previous Bid Term (Start Date):	11/10/2026	**New Bid Term (In Months):**	
Previous Bid Term (End Date):	11/30/2027	**# of Months Into Bid:**	36

SPEND REPORTING	
Purchase Order(s) Spend:	
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):

Default Funding Source*	Department/School & Sign-off Information*

*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.

Status: ADDED ITEM

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

2024-12-17	Regular School Board Meeting
CATEGORY:	GG. General Counsel
DEPARTMENT:	General Counsel

Agenda Item Number:	GG-5.
Consent or Open Item:	Open
Special Order:	NO
Time for Special Order:	

TITLE:
Interlocal Agreement – Office of Inspector General (OIG)
ADDED

REQUESTED ACTION:
Approve the Interlocal Agreement by and among The School Board of Broward County, Florida, the Broward County Office of Inspector General, and Broward County, Florida for the Provision of Inspector General Services. 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
- Interlocal Agreement

FINANCIAL IMPACT:
For the 2024-2025 school year, the financial impact to the District will be $659,810.00. Please see Executive Summary for additional information.

STRATEGIC PLAN ALIGNMENT:
Student Focus Outcomes

OR • **Business Operations**

BOARD ACTION:
(For Official School Board Records Only)
APPROVED

SOURCE OF ADDITIONAL INFORMATION

Name:	Marylin C. Batista, Esq.	Phone:	754-321-2050
Name:		Phone:	

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Senior Leader & Title
Marylin Batista, General Counsel

Signature
Marylin Batista, General Counsel Dec. 12, 2024

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

Approved in Open Board Meeting On: December 17, 2024

By: Debra Hixon
School Board Chair

For more information, please contact:

Name: Marylin C. Batista, Esq., B.C.S.
Title: General Counsel
Phone: 754-321-2050

EXECUTIVE SUMMARY

Interlocal Agreement – Office of Inspector General (OIG)

Board Meeting Date: December 17, 2024

Recommended Action

Approve the Interlocal Agreement by and among The School Board of Broward County, Florida, the Broward County Office of Inspector General, and Broward County, Florida for the Provision of Inspector General Services.

District-zone Impact: District-wide.

Impact if the Board Voted Yes or No

If the Board votes "Yes": This will enable the Broward County OIG to begin building its personnel capacity to investigate matters related to the School Board of Broward County, Florida, thereby fulfilling the will of the voters who approved the amendment extending the Broward Charter's jurisdiction to include The School Board.

If the Board votes "No": The Broward County OIG will not be able to investigate School Board matters.

Background/History

At the Special School Board meeting on October 3, 2023, the School Board reaffirmed its commitment to expanding the Inspector General's jurisdiction to include School Board matters. To achieve this, attorneys from Broward County, the Broward Inspector General's office, and the School Board General Counsel's office collaborated to negotiate an Interlocal Agreement (ILA) and draft a resolution for approval by Broward County.

The ILA was presented to the School Board during its Workshop on May 29, 2024. Following this, Broward County approved the resolution, paving the way for the matter to be placed before voters to amend the County Charter. The amendment was passed by the electorate, formally granting the Inspector General jurisdiction over School Board matters.

With these essential steps completed, we now present the ILA to the School Board for final consideration and approval. This approval will enable the Broward Office of the Inspector General to proceed with hiring appropriate personnel and initiating reviews and investigations into future complaints of misconduct and gross mismanagement related to School Board matters.

Alignment to 2027 Goals and Guardrails

Business Operations

Measurable Outcome(s)/Return on Investment

Improved accountability, transparency, and operational efficiencies.

Financial Impact

For the 2024-2025 school year, the financial impact to the District will be $659,810.00. Following the Second Motion to Amend during the adoption of the 2024-2025 District Budget (09/10/2024) — which reallocated $800,000 from the original $1 million designated for the Office of Inspector General — this item results in an additional budget impact of $459,810. This amount covers the initial term of the agreement, extending through the end of the County's 2024-2025 fiscal year on September 30, 2025.

For subsequent fiscal years, the annual fee is projected to be approximately $1 million. This cost will be incorporated into future District budgets and presented for School Board approval. The County will invoice the School Board for the annual fee following the adoption of the County's annual budget for each year of the agreement.

INTERLOCAL AGREEMENT BY AND AMONG THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA, THE BROWARD COUNTY OFFICE OF INSPECTOR GENERAL, AND BROWARD COUNTY, FLORIDA, FOR THE PROVISION OF INSPECTOR GENERAL SERVICES

This Interlocal Agreement ("Agreement") is made and entered into by and among The School Board of Broward County, Florida, a political subdivision of the State of Florida (hereinafter referred to as the "SBBC"), the Broward County Office of Inspector General ("OIG"), an Office established under the Charter of Broward County, Florida ("Charter"), and Broward County, a political subdivision of the State of Florida ("County") (each a "Party" and collectively referred to as the "Parties").

RECITALS

A. Section 163.01, Florida Statutes, the Florida Interlocal Cooperation Act of 1969, authorizes public agencies to enter interlocal agreements for mutual benefit.

B. Pursuant to Section 1001.41(4), Florida Statutes, SBBC is the contracting agent for the district school system; and is a "public agency" under Section 163.01(3)(b), Florida Statutes, entitled to enter interlocal agreements under Section 163.01, Florida Statutes.

C. SBBC seeks to contract for inspector general services that would be responsible, relative to SBBC, for conducting independent investigations into:

(1) alleged violations of

- the state or federal constitution,
- any applicable state or federal statute or code,
- any applicable county or municipal ordinance or code, or
- any applicable SBBC rule or regulation involving or regarding accounting, administrative operations and procedures, budgeting, building permitting and licensing, building inspection, codes of conduct (other than those only applicable to instructional personnel), collections, construction management, contracting and contract management, cybersecurity, engineering, equipment and property maintenance, ethics, expenditures, facilities management and safety, finance, financial management, financial reporting, funds management, information technology, insurance, payments, payment obligations, procurement, property control, records and information management, and risk management;

(2) alleged conduct involving fraud, corruption, or abuse; or

(3) alleged material waste or significant mismanagement of public resources.

D. The OIG was established in 2010 through an amendment to the Charter to provide inspector general services independently and effectively to the County and to municipalities within Broward County.

E. The Charter was amended in November 2024 to expand the authority of the OIG to include, subject to execution of an appropriate interlocal agreement, constitutional officers for Broward County as set forth under Article VIII, Section 1(d) of the Florida Constitution, and SBBC.

F. The County, the OIG, and SBBC recognize that, given the knowledge, experience, and ability of the staff of the OIG in conducting investigations into misconduct and gross mismanagement in government, the OIG can independently and effectively fulfill the services of an inspector general for SBBC.

G. SBBC, the OIG, and the County have determined that it will serve the public interest to enter into this Agreement to accomplish the foregoing goals.

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

ARTICLE 1. DEFINITIONS

1.1. **Annual Fee** means the annual cost, inclusive of all capital and operating expenses, necessary to provide inspector general services to SBBC as set forth in Section 3.1.3 of this Agreement.

1.2. **Charter** means the Charter of Broward County, Florida.

1.3. **IG** means the Broward County Inspector General.

1.4. **Initial Fee** means the initial cost for the provision of inspector general services to SBBC as set forth in Section 3.1.1 of this Agreement.

1.5. **Providers** means entities and persons that provide goods and services to SBBC under contract for compensation.

1.6 **School District Officials** means those persons identified in Section 2 of **Exhibit A.**

1.7 **School District Employees** means those persons identified in Section 2 of **Exhibit A**

ARTICLE 2. INSPECTOR GENERAL SERVICES

2.1. Purpose. The purpose of this Agreement is to provide inspector general services to SBBC by the OIG.

2.2. Independence. The organization and administration of the OIG is and shall remain independent, including independent of SBBC, to ensure that no interference or influence external to the OIG affects its objectivity. The services provided by the OIG to SBBC shall be governed by Article X of the Charter including, but not limited to, Section 10.01(A)(4), so that "[t]he organization and administration of the Office shall be independent to assure that no interference or influence external to the Office affects the objectivity of the Office."

2.3. Functions, Authority, Powers, and Responsibilities of the OIG. The OIG shall have all powers, duties, and responsibilities set forth in Article X of the Charter, and as more specifically set forth in **Exhibit A** (the "Scope of Services"), with respect to SBBC, including, but not limited to:

2.3.1. The authority to investigate misconduct and gross mismanagement, as those terms are defined in Article X of the Charter, within SBBC, by SBBC's School District Officials, School District Employees, and Providers but solely with respect to the provision of such goods and services.

2.3.2. In connection with an investigation, the power to subpoena witnesses, administer oaths, and require (through subpoena or otherwise) the production of documents and records.

2.3.3. As part of any investigation, the authority to audit the operations or performance of any Providers to SBBC relating solely to the Provider's contract for compensation with SBBC.

2.4. Referral and Prosecution of Misconduct. After completing his or her investigation and determining that there is probable cause to believe misconduct has occurred, the IG has the responsibility to notify the appropriate civil, criminal, or administrative agencies charged with enforcement related to the alleged misconduct. If no civil, criminal, or administrative agency has jurisdiction over the alleged misconduct, the IG has the authority to refer the matter to a Hearing Officer for quasi-judicial enforcement proceedings consistent with Section 10.01(C)(2)-(6) of the Charter.

2.5. Reports and Recommendations. The IG has the responsibility to issue reports, including recommendations: (1) at the conclusion of an investigation involving allegations of gross mismanagement; and (2) at the conclusion of an investigation involving allegations of misconduct if the OIG determines that a report may assist SBBC in preventing similar future misconduct. However, no report shall be issued by the IG if the IG, in conjunction with the State Attorney or United States Attorney, determines that the issuance of such report may jeopardize a pending criminal investigation. The IG may follow up on any prior recommendation he or she makes to determine whether such recommendations have been implemented.

2.6. The IG has the responsibility to publish an annual report to the County, the municipalities, and SBBC detailing the activities of the OIG.

2.7. SBBC Cooperation. All SBBC School District Officials, School District Employees, and Providers must fully cooperate with investigations conducted by the IG consistent with Section 10.01(B)(9) of the Charter. Although the OIG may address the same or similar matters under investigation, audit, or inquiry by SBBC, the IG's investigations and audits shall be conducted separately and independently from any investigation, audit, or inquiry of SBBC, and upon conclusion, the IG, where appropriate, may refer the matter to the appropriate SBBC personnel for any additional action.

2.8. Compliance with Laws. The OIG shall comply with all applicable laws governing its conduct in performing the functions, powers, and responsibilities as set forth in this Agreement.

2.9. Selection of the Inspector General. The selection of the IG is and shall remain vested solely with the Inspector General Selection-Oversight Committee as set forth in Article X of the Charter.

ARTICLE 3. SBBC OBLIGATIONS

3.1. Cost of Inspector General Services. SBBC shall be solely responsible for all costs incurred in connection with the operations of the OIG and the services provided by the OIG to SBBC. To maintain the financial independence of the OIG, the method for funding the OIG will be through the County's normal budgeting process and annual budget for the OIG approved by the Board of County Commissioners. Notwithstanding the method of funding, all costs of the operations of the OIG and the services provided by the OIG to SBBC shall be paid by SBBC.

3.1.1. Initial Fee. Within thirty (30) calendar days after the execution of this Agreement, SBBC shall remit six hundred fifty-nine thousand, eight hundred ten dollars and zero cents ($659,810.00) to the County as an initial payment for the OIG services. The Initial Fee shall cover the services of the OIG for the remainder of the County's current fiscal year. Upon SBBC's request, the OIG shall provide SBBC with the following records that the parties agree are reasonably necessary to document the costs incurred in connection with its operations and services during the remainder of the County's current fiscal year under this Agreement's initial term: (1) detailed transaction reports of individual expenditures and budget transfers; (2) copies of backup documents for individual expenditures such as invoices or payment records; (3) copies of records reflecting the relevant salary rates of staff members who provided OIG services to SBBC by position title and unique identifying number; and (4) certified summaries as to the time spent by position title and unique identifying number for each OIG staff member providing services to SBBC pursuant to this Agreement. For purposes of this Agreement, the Parties agree that OIG staff members' names are not necessary to document the Initial Fee and will be redacted; however, this does not affect any Party's right to make a public records request as provided by state law.

3.1.2. Annual Budget. The OIG shall annually provide to SBBC and the County an annual budget for the provision of inspector general services to SBBC. Upon SBBC's request, the OIG shall provide SBBC with the following records that the Parties agree are reasonably

necessary to support the annual budget for services under this Agreement: (1) detailed transaction reports of individual expenditures and budget transfers; (2) copies of backup documents for individual expenditures such as invoices or payment records; (3) copies of records reflecting the relevant salary rates of staff members who provided OIG services to SBBC by position title and unique identifying number; and (4) certified summaries as to the time spent by position title and unique identifying number for each OIG staff member providing services to SBBC pursuant to this Agreement. For purposes of this Agreement, the Parties agree that OIG staff members' names are not necessary to document the annual budget and will be redacted; however, this does not affect any Party's right to make a public records request as provided by state law.

The annual budget for the OIG to provide inspector general services to SBBC shall be included as a separate portion in the OIG budget proposal to the County as set forth in Section 10.01(G) of the Charter. The OIG annual budget for the provision of inspector general services to SBBC shall be inclusive of all capital and operating expenses necessary to provide inspector general services to SBBC, funds to enable hearing officers to be retained, and funds to enable outside counsel to represent the IG in connection with complaints referred to hearing officers. The OIG annual budget for the provision of inspector general services to SBBC shall also provide for any anticipated salary increases for County employees that would apply to OIG employees. The OIG shall provide the documentation enumerated herein when requested by SBBC or the County to support the annual budget. SBBC must approve the OIG budget with sufficient time for inclusion into the County budget.

3.1.3. Annual Fee. The OIG annual budget for the OIG's provision of inspector general services to SBBC shall state the total annual amount ("Annual Fee") to be paid by SBBC to the County that is projected to fully fund the OIG's operations and services for SBBC for that fiscal year. The County will invoice SBBC for the Annual Fee after the adoption of the County's annual budget, and SBBC shall remit the Annual Fee to the County within thirty (30) calendar days after receipt of the County's invoice. Any portion of the applicable Annual Fee that is not used by the OIG during that fiscal year will be credited to SBBC's Annual Fee for the following fiscal year.

3.1.4. Additional Funds. If in any fiscal year the actual cost of providing inspector general services to SBBC exceeds or is reasonably expected to exceed the Annual Fee, the OIG shall promptly notify and promptly submit an amended annual budget for the OIG ("Updated Fee") to SBBC and the County. The notice shall identify all additional funds required to provide inspector general services to SBBC and why such funds were not included in the annual budget. If the Updated Fee includes additional personnel of the OIG assigned to temporarily meet increased demand or to provide specific services not already included in the annual budget, then the notice shall identify such personnel by position title and the portion of their annual cost allocated to OIG services for SBBC. The County will invoice SBBC for the amount by which the Updated Fee exceeds the Annual Fee amount previously paid by SBBC for that fiscal year after the approval by the Board

of County Commissioners of the amended annual budget for the OIG, and SBBC shall remit the difference between the Updated Fee and the Annual Fee to the County within thirty (30) calendar days after receipt of the County's invoice. In addition, SBBC shall reimburse County for any additional cost incurred by the County or the OIG that is not included in the Annual Fee or the Updated Fee, does not arise as a result of a portion of any final judgment predicated on a finding that an officer, employee, or agent of the OIG acted in bad faith, with malicious purpose, or in a manner exhibiting wanton and willful disregard of human rights, safety, or property, and is not otherwise paid by SBBC under another provision of this Agreement ("Additional Costs"). The County shall invoice SBBC annually for any such Additional Costs, and SBBC shall reimburse County for such Additional Costs within thirty (30) calendar days after receipt of the County's invoice. The provisions of this Section 3.1.4 shall survive the termination of this Agreement and any Wind Down Period set forth in Article V.

3.1.5. Failure of SBBC to Adequately Fund OIG. If at any time the OIG determines that the OIG's approved budget, including as amended pursuant to Section 3.1.4, is insufficient to permit the OIG to perform the duties set forth herein, the OIG may terminate this Agreement pursuant to Section 5.1 and trigger the Wind Down Period set forth in Section 5.2.

3.2. Physical Facilities. At the OIG's request, SBBC shall provide the OIG with appropriately located office space and sufficient physical equipment and facilities, along with necessary office supplies, to permit the OIG to perform its duties and responsibilities as set forth in this Agreement.

ARTICLE 4. TERM AND TIME OF PERFORMANCE

4.1. Term. This Agreement shall take effect on the date it is fully executed by the Parties ("Effective Date") and shall continue unless terminated as provided in this Agreement.

4.2. Time of the Essence. Time is of the essence for the Parties' performance of the duties, obligations, and responsibilities required by this Agreement, except for those enumerated in Section 2.3 through Section 2.6, which services will be pursued by the OIG with reasonable diligence.

ARTICLE 5. TERMINATION

5.1. Termination. This Agreement may be terminated for any reason upon at least thirty (30) calendar days' prior written notice by either County, SBBC, or the OIG to the other Parties stating the effective date of termination. Notwithstanding the termination date stated in the termination notice, any termination of this Agreement shall be subject to the Wind Down Period stated in Section 5.2.

5.2. Wind Down Period. Upon notice of the termination of this Agreement, a wind down period shall commence during which time the OIG shall not undertake or initiate any new

inspector general services for SBBC, except upon information already received by the OIG prior to the notice of termination, and SBBC shall remain obligated to fund the operations of the OIG ("Wind Down Period"). The Wind Down Period shall commence on the date of the notice of termination and end upon the conclusion of the County fiscal year following the County fiscal year in which the termination becomes effective. During the Wind Down Period, the OIG shall expeditiously complete all investigations and open matters, and all powers, duties, and responsibilities of the OIG and all obligations of SBBC, as set forth in this Agreement, shall continue as set forth herein. If one or more investigations or open matters are not completed by the end of the Wind Down Period, SBBC shall continue to fund the OIG in accordance with this Agreement, but only for those OIG costs necessary to bring the investigation(s) or matter(s) to conclusion. All unspent funds provided by SBBC related to the OIG shall be returned to SBBC within thirty (30) days after the end of the Wind Down Period or after conclusion of the last remaining investigation or open matter, whichever is later.

ARTICLE 6. INDEMNIFICATION AND GOVERNMENTAL IMMUNITY

6.1. Indemnification. SBBC shall indemnify, hold harmless, and defend County, and all of the County's current, past, and future officers, agents, and employees (collectively, "Indemnified County Party") from and against any and all causes of action, demands, claims, losses, liabilities, and expenditures of any kind, including attorneys' fees, court costs, and expenses, including through the conclusion of any appellate proceedings, raised or asserted by any person or entity not a party to this Agreement, and caused or alleged to be caused, in whole or in part, by any breach of this Agreement by SBBC, or any intentional, reckless, or negligent act or omission of SBBC or the OIG, its officers, employees, or agents, arising from, relating to, or in connection with this Agreement (collectively, a "Claim"). If any Claim is brought against an Indemnified County Party, SBBC shall, upon written notice from County, defend each Indemnified County Party with counsel satisfactory to County or, at County's option, pay for an attorney selected by the County Attorney and approved by SBBC, such approval to not be unreasonably withheld, to defend the Indemnified County Party. Notwithstanding the foregoing, SBBC shall not indemnify any Indemnified County Party for the portion of any judgments imposing personal liability on any officer, employee, or agent of the OIG where such judgment is predicated on a finding that such officer, employee, or agent of the OIG acted in bad faith, with malicious purpose, or in a manner exhibiting wanton and willful disregard of human rights, safety, or property.

SBBC shall also indemnify, hold harmless, and defend the OIG, and all of the OIG's current, past, and future officers, agents, and employees (collectively, "Indemnified OIG Party") from and against any and all causes of action, demands, claims, losses, liabilities, and expenditures of any kind, including attorneys' fees, court costs, and expenses, including through the conclusion of any appellate proceedings, raised or asserted by any person or entity not a party to this Agreement, and caused or alleged to be caused, in whole or in part, by any breach of this Agreement by SBBC or the OIG, or any intentional, reckless, or negligent act or omission of SBBC or OIG, its officers, employees, or agents, arising from, relating to, or in connection with this Agreement (collectively, a "Claim"). If any Claim is brought against an Indemnified OIG Party, SBBC shall, upon written notice from OIG, defend each Indemnified OIG Party with counsel

satisfactory to OIG or, at OIG's option, pay for an attorney selected by the OIG and approved by SBBC, such approval to not be unreasonably withheld, to defend the Indemnified OIG Party. Notwithstanding the foregoing, SBBC shall not indemnify any Indemnified OIG Party for: (1) the portion of any judgments imposing personal liability on any officer, employee, or agent of the OIG where such judgment is predicated on a finding that such officer, employee, or agent of the OIG acted in bad faith, with malicious purpose, or in a manner exhibiting wanton and willful disregard of human rights, safety, or property; or (2) any negligent act or omission of the OIG its officers, employees, or agents, arising from, relating to, or in connection with this Agreement.

The obligations of this section shall survive the expiration or earlier termination of this Agreement.

6.2. Governmental Immunity. Except to the extent sovereign immunity may be deemed to be waived by entering into this Agreement, nothing herein shall constitute a waiver of Section 768.28, Florida Statutes, by any of the Parties or shall be construed as impacting or modifying the protections set forth therein. In addition, nothing herein shall be construed as consent to be sued by third parties in any matter arising out of this Agreement or any contract. The Parties are political subdivisions as defined in Section 768.28, Florida Statutes, and each Party shall be fully responsible for the acts and omissions of its officers, agents, or employees to the extent required by applicable law. The provisions of this section shall survive the expiration or earlier termination of this Agreement.

ARTICLE 7. MISCELLANEOUS

7.1. SBBC Website. SBBC will include a hyperlink to the OIG's Report Misconduct webpage (https://www.broward.org/InspectorGeneral/ReportMisconduct/Pages/Default.aspx) in a conspicuous location on SBBC's home page.

7.2. Public Records. The Parties are public agencies subject to Chapter 119, Florida Statutes, and shall cooperate with each other in complying with any public records requests related to this Agreement.

IF THE PARTIES HAVE QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE PARTIES' DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT

Broward Office of the Inspector General,
Attn: Custodian of Public Records
1 N. University Drive, Suite 111
Plantation, FL 33324
OIGpublicrecords@broward.org
(954) 357-7873

7.3. Third-Party Beneficiaries. The Parties do not intend to primarily or directly benefit a third party by this Agreement. Therefore, the Parties acknowledge that there are no third-party beneficiaries to this Agreement and that no third party shall be entitled to assert a right or claim against either of them based upon this Agreement.

7.4. Notice and Payment Address. Unless otherwise stated herein, for notice to a Party to be effective under this Agreement, notice must be sent via U.S. first-class mail, hand delivery, or commercial overnight delivery, each with a contemporaneous copy via email, to the addresses listed below and shall be effective upon mailing or hand delivery (provided the contemporaneous email is also sent). Payments shall be made to the noticed address for the County. Addresses may be changed by the applicable Party giving notice of such change in accordance with this section.

FOR COUNTY:
Broward County
Attn: Monica Cepero and Kevin Kelleher
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Email address: mcepero@broward.org
dsewell@broward.org
kkelleher@broward.org

With a Copy to:
Broward County Attorney's Office
115 South Andrews Avenue – Suite 423
Fort Lauderdale, Florida 33301
Email address: ameyers@broward.org

FOR SBBC:
Superintendent of Schools
The School Board of Broward County, Florida
600 S.E. Third Avenue – 10th Floor
Fort Lauderdale, FL 33301
Email address: superintendent@browardschools.com

With a Copy to:
General Counsel
The School Board of Broward County, Florida
600 S.E. Third Avenue – 11th Floor
Fort Lauderdale, FL 33301
Email address: marylin.batista@browardschools.com

FOR OIG:
Broward Office of Inspector General
Attn: Inspector General
1 N. University Drive, Suite 111
Plantation, FL 33324
Email address: InspectorGeneral@Broward.org

7.5. Assignment. Except as approved by all Parties by a duly approved written amendment to this Agreement, neither this Agreement nor any rights or interest hereto may be assigned, transferred, subcontracted, or encumbered without the prior written consent of the Parties. If any Party violates this provision, in addition to any other rights available by applicable law, any other Party shall have the right to immediately terminate this Agreement.

7.6. Materiality and Waiver of Breach. Each requirement, duty, and obligation set forth in this Agreement is substantial and important to the formation of this Agreement, and each is, therefore, a material term. A Parties' 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 shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of this Agreement. To be effective, any waiver must be in writing signed by an authorized signatory of the Party granting the waiver.

7.7. Severability. If any part of this Agreement is found to be unenforceable by any court of competent jurisdiction, that part shall be deemed severed from this Agreement and the balance of this Agreement shall remain in full force and effect.

7.8. Joint Preparation. This Agreement has been jointly prepared by the Parties as an arm's length transaction, and all Parties participated fully in the preparation of this Agreement and received the advice of counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, all Parties are deemed to have drafted, chosen, and selected the language, and that doubtful language will not be construed more strictly against any Party.

7.9. Interpretation. The titles and headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement. All personal pronouns used in this Agreement shall include any other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires. Terms such as "herein" refer to this Agreement as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise requires. Whenever reference is made to a section or article of this Agreement, such reference is to the section or article as a whole, including all subsections thereof, unless the reference is made to a particular subsection or subparagraph of such section or article. Any reference to "days" means calendar days, unless otherwise expressly stated. Any reference to approval by County shall require approval in writing, unless otherwise expressly stated.

7.10. Law, 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. The exclusive venue for any lawsuit arising from, related to, or in connection with this Agreement shall be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. If any claim arising from, related to, or in connection with this Agreement must be litigated in federal court, the exclusive venue for any such lawsuit shall be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. **EACH PARTY HEREBY EXPRESSLY WAIVES ANY RIGHTS IT MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT.**

7.11. Amendments. Unless expressly authorized herein, no modification, amendment, or alteration of any portion of this Agreement is effective unless contained in a written document executed with the same or similar formality as this Agreement and by duly authorized representatives of County, the OIG, and SBBC.

7.12. Enforcement of Agreement. If the County or the OIG is required to prosecute or defend any action by court proceeding or otherwise relating to this Agreement, the Parties hereto agree to cooperate with each other in defense of this Agreement and SBBC shall be responsible for the attorneys' fees and costs of the County and the OIG to the extent permitted by applicable law.

7.13. Prior Agreements. This Agreement represents the final and complete understanding of the Parties regarding the subject matter of this Agreement and supersedes all prior and contemporaneous negotiations and discussions regarding same. All commitments, agreements, and understandings of the Parties concerning the subject matter of this Agreement are contained herein.

7.14. Incorporation by Reference. All Recital clauses stated above are true and correct and are incorporated in this Agreement by reference.

7.15. Counterparts and Multiple Originals. This Agreement may be executed in multiple originals, and may be executed in counterparts, whether signed physically or electronically, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

(The remainder of this page is intentionally left blank.)

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 4th day of June, 2024 The School Board of Broward County, Florida, signing by and through its Chair, duly authorized to execute same; and The Broward County Office of Inspector General, signing by and through the Broward County Inspector General duly authorized to execute same.

COUNTY

ATTEST:

By: _____
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: _____ Digitally signed by Beam Furr Date: 2025.01.02 18:44:19 -05'00'
Mayor

____ day of _____, 20__

COUNTY COMMISSIONERS
CREATED
OCT 1st
1915
BROWARD COUNTY FLORIDA

Approved as to form by
Andrew J. Meyers
Broward County Attorney
115 South Andrews Avenue, Suite 423
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600

By Oren Rosenthal 12/30/24
Oren Rosenthal (Date)
Senior Assistant County Attorney

OR
SBBC IG ILA
02/14/2024
#1103336.1

INTERLOCAL AGREEMENT AMONG AND BETWEEN THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA, THE BROWARD COUNTY OFFICE OF INSPECTOR GENERAL, AND BROWARD COUNTY, FLORIDA, FOR THE PROVISION OF INSPECTOR GENERAL SERVICES

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

By: Debra Hixon
Debra Hixon, Chair

Date: 12/17/24

ATTEST:

Dr. Howard Hepburn
Superintendent of Schools

Approved as to Form and Legal Content:

Office of the General Counsel

BROWARD COUNTY OFFICE OF INSPECTOR GENERAL

Broward County Office of Inspector General

By: _____
Authorized Signer

Carol J. Breece
Carol J. Breece, Inspector General

24 day of Dec., 2024

Exhibit A
Scope of Services

The OIG shall provide the following inspector general services:

1. Services Summary

The OIG shall provide SBBC services consistent with the services it provides pursuant to Section 10.01 of the Broward County Charter.

2. Individuals and Entities Subject to OIG Authority

The OIG shall have the authority set forth in this Agreement over:

(a) All elected and appointed officials and employees of The School Board of Broward County, Florida, also known as "School District Officials" and "School District Employees"; and
(b) All entities and persons (other than employees of The School Board of Broward County, Florida) that provide goods or services to The School Board of Broward County, Florida under contract for compensation, but solely with respect to the provision of such goods or services.

For purposes of clarity, the following is a non-exhaustive list of covered School District Officials, School District Employees and entities covered by and excluded from the authority of the OIG:

INCLUSIONS
School Board-appointed or Superintendent-appointed members of groups, such as committees, boards, and councils, that (1) are delegated decision-making authority or (2) serve in an advisory capacity to one or more members of the School Board or the Superintendent.

All members of "competitive solicitation evaluation committees," that are assembled to review, evaluate, and make recommendations upon a competitive solicitation.

EXCLUSIONS
Members of groups, such as committees, boards, and councils, who are not appointed by a School Board member or the Superintendent, such as "School-Allied Groups" (SAG), as defined herein, unless otherwise subject to the OIG's authority by charter provision or specific inclusion through the terms of this agreement. A "School-Allied Group" is a group that acts to support a district school, such as the Parent Teachers Association (PTA), Parent Teacher Student Association (PTSA), Parent Teacher Organization (PTO), School Advisory Council (SAC), School Advisory Forum (SAF), and Booster Clubs, such as band, orchestral, choral, School Alumni Organization, and athletic programs. No other entity will be considered to be a SAG, except those listed or which are formed by a district school as a component of that district school's educational functions.

3. **Initial OIG Personnel Providing Inspector General Services to SBBC**

- Investigations Manager (1 FTE)
- Special Agent (1 FTE)
- Senior Auditor (1 FTE)
- Assistant Legal Counsel (0.5 FTE)
- Special Agent (0.5 FTE)
- Investigative Support Specialist (0.5 FTE)
- Operations Manager (0.25 FTE)
- General Counsel (0.25 FTE)
- Deputy Inspector General (0.25 FTE)
- Audit and Contract/Procurement Oversight Manager (0.25 FTE)
- Intake Manager (0.25 FTE)
- Intake Coordinator (0.25 FTE)
- Inspector General (0.25 FTE)

Status: ORIGINAL

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

2026-11-10	Regular School Board Meeting
CATEGORY:	D. Chief Auditor
DEPARTMENT:	Auditing

Agenda Item Number:	7.
Consent Item:	Consent
Special Order:	NO
Time for Special Order:	

TITLE:

State of Florida Auditor General Florida Education Finance Program Full-Time Equivalent Student Enrollment & Student Transportation No. 2026-169

REQUESTED ACTION:

Receive the State of Florida Auditor General Florida Education Finance Program (FEFP) Full-Time Equivalent (FTE) Student Enrollment and Student Transportation No. 2026-169. District-wide

RATIONALE:

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

EXHIBITS:

- Executive Summary
- AG FEFP-FTE FY24
- Meeting Excerpts 100126

FINANCIAL IMPACT:

There is no financial impact to the District.

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 9/26

HH/JJS

Approved in Open Board Meeting On: November 10, 2026

By: _____

School Board Chair

For more information, please contact:
Name: Mark Magli
Title: Chief Auditor
Phone: 754-321-2400

EXECUTIVE SUMMARY

State of Florida Auditor General – Florida Education Finance Program (FEFP) Full-Time Equivalent (FTE) Student Enrollment and Student Transportation, No 2026-169 Fiscal Year Ended June 30, 2024

Board Meeting Date: November 10, 2026

Requested Action: Receive the Florida Auditor General Florida Education Finance Program (FEFP) Full-Time Equivalent (FTE) Student Enrollment and Student Transportation No. 2026-169.

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	Sections 1011.60, 1011.61, and 1011.62, Florida Statutes; SBE Rules, Chapter 6A-1, Florida Administrative Code; and the FTE General Instructions 2023-24 issued by the DOE.
If the School Board votes "Yes"	The State of Florida Auditor General's report will be formally received as part of the Board's official proceedings.
If the School Board votes "No"	The examination report will not be formally received as part of this agenda action.
Alignment to the 2027 Strategic Goals and Guardrails	Guardrail 4-Accountability
Measurable Outcome(s)/Return on Investment	Potential enhancement of internal control effectiveness, risk management, operational accountability, and compliance with applicable regulatory requirements and School Board policies and procedures.

The Florida Auditor General examined the Broward County District School Board's Florida Education Finance Program Full-Time Equivalent Student Enrollment and Student Transportation for the fiscal year that ended June 30, 2024. The examination addressed compliance with state requirements governing FTE student enrollment, teacher certification, and student transportation.

FTE Student Enrollment

The Auditor General issued a modified opinion, concluding that the District complied in all material respects, except for material noncompliance involving teacher qualifications and certain student records and reporting. The Auditor General concluded that, except for identified material noncompliance involving teachers and certain English for Speakers of Other Languages (ESOL), Exceptional Student Education (ESE) Support Levels 4 and 5, and Career Education 9–12 student records and reporting, the District complied in all material respects with applicable State requirements. The report states that the material noncompliance was indicative of material weaknesses in the related internal controls.

The District reported 271,572.99 unweighted FTE, including 49,722.82 FTE for charter schools, and received $913.9 million in state FEFP funding. The examination included 36 schools, 2,181 students, and 489 teachers.

The examination resulted in 140 FTE-related findings (Exceptions). State requirements involving certification, out-of-field assignments, parental notification, college-credit requirements, or required ESOL training were not met for 115 of the 489 teachers tested. Of those 115 teachers, 39 taught at charter schools.

The Auditor General proposed adjustments that could reduce reported enrollment by 11.7609 unweighted FTE, with a potential impact of 170.8551 weighted FTE used in the State funding calculation. Based on the applicable base student allocation, the Auditor General estimated a potential gross funding effect of approximately $878,149, consisting of:

- $759,552 for District-operated schools; and
- $118,597 for charter schools.

The proposed adjustments and final financial impact are subject to resolution by the Florida Department of Education.

Student Transportation

The Auditor General concluded that the District complied, in all material respects, with state requirements governing student transportation reporting. The District received $34.1 million in FEFP student transportation funding and reported 121,608 funded student records across the four reporting surveys.

The Auditor General identified 12 transportation findings; however, these exceptions did not result in a modified compliance opinion. The Auditor General concluded that the District complied, in all material respects, with applicable state requirements for student transportation.

The findings and related recommendations generally addressed:

- Teacher certification, qualifications, and out-of-field approvals.
- Required parental notifications and teacher education and ESOL-training requirements.
- English Language Learner (ELL) Student Plans, assessments, committee determinations, ESOL placement, and supporting documentation.
- ESE classifications and supporting Individualized Education Program (IEP), Educational Plan, and Matrix of Services documentation.
- Attendance records, course schedules, instructional minutes, and FTE classifications and reporting.
- Principal certification and retention of attendance documentation.
- Career Education, on-the-job training, virtual education, and other documentation supporting reported FTE.
- Student transportation eligibility, classifications, ridership documentation, IEP support, Hazardous Walking classifications, bus-driver records, and related transportation reporting.

Summary of Management's Corrective Action Response

Management submitted a corrective-action plan addressing each of the Auditor General's recommendations. Corrective actions include enhanced monthly ELL/ESOL compliance monitoring through the Ellevation platform; use of the Focus student information system and related training to strengthen ESE, attendance, FTE, and virtual education reporting; expanded monitoring of teacher certification and out-of-field assignments; enhanced tracking of required ESOL training and college credits; revisions to the Subject Area Expertise designation and approval process; and strengthened transportation validation, reconciliation, eligibility verification, documentation, and post-survey review procedures. Management also identified targeted staff and charter-school training and ongoing internal monitoring as components of its corrective actions.

The Audit Committee reviewed and approved the transmittal of this report during the committee's meeting on October 1, 2026.

Financial Impact, Funding Source & Budget Status
There is no financial impact to the District.

Additional Backup:
State of Florida Auditor General Attestation Examination Audit Report No. 2026-169
Audit Committee Meeting Excerpts

STATE OF FLORIDA AUDITOR GENERAL

Attestation Examination

Report No. 2026-169
April 2026

BROWARD COUNTY
DISTRICT SCHOOL BOARD

Florida Education Finance Program
Full-Time Equivalent Student Enrollment
and Student Transportation

For the Fiscal Year Ended June 30, 2024

Sherrill F. Norman, CPA
Auditor General

Board Members and Superintendent

During the 2023-24 fiscal year, Dr. Howard Hepburn served as Superintendent from April 16, 2024, Dr. Peter B. Licata served as Superintendent from July 11, 2023, through April 15, 2024, Dr. Earlene C. Smiley served as Interim Superintendent through July 10, 2023, and the following individuals served as Board members:

	District No.
Daniel Foganholi, from 11-14-23	1
Rod Velez, through 11-13-23	1
Torey Alston	2
Sarah Leonardi	3
Lori Alhadeff, Chair	4
Dr. Jeff Holness	5
Brenda Fam, Esq	6
Nora Rupert	7
Dr. Allen Zeman	At-Large, Countywide
Debra Hixon, Vice Chair	At-Large, Countywide

The team leader was Olukemi T. Latilo, CPA, and the examination was supervised by Jennifer Taylor, CPA.

Please address inquiries regarding this report to Jacqueline Bell, CPA, Audit Manager, by e-mail at jacquelinebell@aud.state.fl.us or by telephone at (850) 412-2811.

This report and other reports prepared by the Auditor General are available at:

FLAuditor.gov

Printed copies of our reports may be requested by contacting us at:

State of Florida Auditor General

Claude Pepper Building, Suite G74 · 111 West Madison Street · Tallahassee, FL 32399-1450 · (850) 412-2722

BROWARD COUNTY DISTRICT SCHOOL BOARD

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BROWARD COUNTY DISTRICT SCHOOL BOARD

LIST OF ABBREVIATIONS

CMW	Class Minutes, Weekly
DEUSS	Date Entered United States School
DIT	Days in Term
DJJ	Department of Juvenile Justice
DOE	Department of Education
ELL	English Language Learner
EP	Educational Plan
ESE	Exceptional Student Education
ESOL	English for Speakers of Other Languages
ESY	Extended School Year
FAC	Florida Administrative Code
FAST	Florida Assessment in Student Thinking
FEFP	Florida Education Finance Program
FTE	Full-Time Equivalent
IDEA	Individuals with Disabilities Education Act
IEP	Individual Educational Plan
OJT	On-the-Job Training
PK	Prekindergarten
SBE	State Board of Education

SUMMARY

SUMMARY OF ATTESTATION EXAMINATION

Except for the material noncompliance described below involving teachers and reporting errors or records that were not properly or accurately prepared or were not available at the time of our examination and could not be subsequently located for students in English for Speakers of Other Languages (ESOL), Exceptional Student Education (ESE) Support Levels 4 and 5, and Career Education 9-12, the Broward County District School Board (District) complied, in all material respects, with State requirements relating to the classification, assignment, and verification of the full-time equivalent (FTE) student enrollment, including teacher certification, and student transportation as reported under the Florida Education Finance Program (FEFP) for the fiscal year ended June 30, 2024. Specifically, we noted:

- State requirements governing teacher certification, School Board approval of out-of-field teacher assignments, notification to parents regarding teachers' out-of-field status, the earning of college credits toward certification in the out-of-field subject areas, or the earning of required in-service training points in ESOL strategies were not met for 115 of the 489 teachers in our test. Eighty-one (17 percent) of the 489 teachers in our test taught at charter schools and 39 (34 percent) of the 115 teachers with exceptions taught at charter schools.
- Exceptions involving reporting errors or records that were not properly or accurately prepared or were not available at the time of our examination and could not be subsequently located. The table below shows the total number of students included in each of our tests, as well as the number and percentage of students who attended charter schools who were included in our tests. The table also shows the number of students with exceptions in each of our tests, as well as the number and percentage of students with exceptions who attended charter schools.

	Number of Students			Number of Students		
Program Tested	Included in Test	Included in Test Who Attended Charter Schools	Percentage	With Exceptions	With Exceptions Who Attended Charter Schools	Percentage
ESOL	1,083	141	13%	187	11	6%
ESE Support Levels 4 and 5	331	2	1%	42	2	5%
Career Education 9-12	6	-	0%	6	-	0%
Totals	1,420	143		235	13	

Noncompliance related to the reported FTE student enrollment resulted in 140 findings. The resulting proposed net adjustment to the District's reported, unweighted FTE totaled negative 11.7609 (7.7836 applicable to District schools other than charter schools and 3.9773 applicable to charter schools) but has a potential impact on the District's weighted FTE of negative 170.8551 (147.7805 applicable to District schools other than charter schools and 23.0746 applicable to charter schools). Noncompliance related to student transportation resulted in 12 findings and a proposed net adjustment of negative 49 students.

The weighted adjustments to the FTE student enrollment are presented in our report for illustrative purposes only. The weighted adjustments to the FTE student enrollment do not take special program caps and allocation factors into account and are not intended to indicate the weighted FTE used to

compute the dollar value of adjustments. That computation is the responsibility of the Department of Education (DOE). However, the gross dollar effect of our proposed adjustments to the FTE may be estimated by multiplying the proposed net weighted adjustments to the FTE student enrollment by the base student allocation amount. The base student allocation for the fiscal year ended June 30, 2024, was $5,139.73 per FTE. For the District, the estimated gross dollar effect of our proposed adjustments to the reported FTE student enrollment is negative $878,149 (negative 170.8551 times $5,139.73), of which $759,552 is applicable to District schools other than charter schools and $118,597 is applicable to charter schools.

We have not presented an estimate of the potential dollar effect of our proposed adjustments to student transportation because there is no equivalent method for making such an estimate.

The ultimate resolution of our proposed adjustments to the FTE student enrollment and student transportation and the computation of their financial impact is the responsibility of the DOE.

THE DISTRICT

The District was established pursuant to Section 1001.30, Florida Statutes, to provide public educational services for the residents of Broward County, Florida. Those services are provided primarily to prekindergarten (PK) through 12th-grade students and to adults seeking career education-type training. The District is part of the State system of public education under the general direction and control of the State Board of Education (SBE). The geographic boundaries of the District are those of Broward County.

The governing body of the District is the District School Board that is composed of nine elected members. The executive officer of the Board is the appointed Superintendent of Schools. The District had 235 schools[1] other than charter schools, 87 charter schools, 1 cost center, and 2 virtual education cost centers serving PK through 12th-grade students.

For the fiscal year ended June 30, 2024, State funding totaling $913.9 million was provided through the FEFP to the District for the District-reported 271,572.99 unweighted FTE as recalibrated, which included 49,722.82 unweighted FTE as recalibrated for charter schools. The primary sources of funding for the District are funds from the FEFP, local ad valorem taxes, and Federal grants and donations.

FEFP

FTE Student Enrollment

Florida school districts receive State funding through the FEFP to serve PK through 12th-grade students (adult education is not funded by the FEFP). The FEFP was established by the Florida Legislature in 1973 to guarantee to each student in the Florida public school system, including charter schools, the availability of programs and services appropriate to the student's educational needs that are substantially equal to those available to any similar student notwithstanding geographic differences and varying local economic factors. To provide equalization of educational opportunity in Florida, the FEFP formula recognizes: (1) varying local property tax bases, (2) varying program cost factors, (3) district cost

[1] Includes the Family Empowerment Scholarship Programs identified with special use school numbers.

differentials, and (4) differences in per-student costs for equivalent educational programs due to sparsity and dispersion of student population.

The funding provided by the FEFP is based on the numbers of individual students participating in particular educational programs. A numerical value is assigned to each student according to the student's hours and days of attendance in those programs. The individual student thus becomes equated to a numerical value known as an unweighted FTE student enrollment. For brick and mortar school students, one student would be reported as 1.0 FTE if the student was enrolled in six courses per day at 50 minutes per course for the full 180-day school year (i.e., six courses at 50 minutes each per day is 5 hours of class a day or 25 hours per week, which equates to 1.0 FTE). For virtual education students, one student would be reported as 1.0 FTE if the student has successfully completed six courses or credits or the prescribed level of content that counts toward promotion to the next grade. A student who completes less than six credits will be reported as a fraction of an FTE. Half-credit completions will be included in determining an FTE student enrollment. Credits completed by a student in excess of the minimum required for that student for graduation are not eligible for funding.

School districts report all FTE student enrollment regardless of the 1.0 FTE cap. The DOE combines all FTE student enrollment reported for the student by all school districts, including the Florida Virtual School. The DOE then recalibrates all reported FTE student enrollment for each student to 1.0 FTE if the total reported FTE for the student exceeds 1.0 FTE. The FTE student enrollment reported by the Department of Juvenile Justice (DJJ) for FTE student enrollment earned beyond the 180-day school year, and FTE reported for the Family Empowerment Scholarship Programs are not included in the recalibration to 1.0 FTE.

All FTE student enrollment is capped at 1.0 FTE except for the FTE student enrollment reported by the DJJ for students beyond the 180-day school year and FTE related to the Family Empowerment Scholarship Programs. However, if a student only has FTE student enrollment reported in one FTE membership survey[2] of the 180-day school year (Survey 2 or Survey 3), the FTE student enrollment reported will be capped at .5000 FTE, even if FTE student enrollment is reported in Survey 1 or Survey 4, with the exception of FTE student enrollment reported by the DJJ for students beyond the 180-day school year and FTE related to Family Empowerment Scholarship Programs.

Student Transportation

Any student who is transported by the District must meet one or more of the following conditions to be eligible for State transportation funding: live 2 or more miles from school, be classified as a student with a disability under Individuals with Disabilities Education Act (IDEA) or be a student with a parent enrolled in the Teenage Parent Program, be a Career Education 9-12 or an ESE student who is transported from one school center to another where appropriate programs are provided, or be on a route that meets the criteria for hazardous walking conditions specified in Section 1006.23, Florida Statutes. Additionally, Section 1002.33(20)(c), Florida Statutes, provides that the governing board 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

[2] FTE is determined and reported during the school year by means of four FTE membership surveys that are conducted under the direction of district and school management. See Note A6. for more information on surveys.

transportation is not a barrier to equal access for all students residing within a reasonable distance of the charter school as determined in its charter. The District received $34.1 million for student transportation as part of the State funding through the FEFP.

AUDITOR GENERAL
STATE OF FLORIDA

Sherrill F. Norman, CPA
Auditor General

Claude Denson Pepper Building, Suite G74
111 West Madison Street
Tallahassee, Florida 32399-1450

Phone: (850) 412-2722
Fax: (850) 488-6975

The President of the Senate, the Speaker of the
House of Representatives, and the
Legislative Auditing Committee

INDEPENDENT AUDITOR'S REPORT

Report on Full-Time Equivalent Student Enrollment

We have examined the Broward County District School Board's (District's) compliance with State requirements relating to the classification, assignment, and verification of the full-time equivalent student enrollment including teacher certification reported under the Florida Education Finance Program for the fiscal year ended June 30, 2024. These requirements are found primarily in Sections 1011.60, 1011.61, and 1011.62, Florida Statutes; State Board of Education Rules, Chapter 6A-1, Florida Administrative Code; and the *FTE General Instructions 2023-24* issued by the Department of Education.

Management's Responsibility for Compliance

District management is responsible for the District's compliance with the aforementioned State requirements, including the design, implementation, and maintenance of internal control to prevent, or detect and correct, noncompliance due to fraud or error.

Auditor's Responsibility

Our responsibility is to express an opinion on the District's compliance with State requirements based on our examination. Our examination was conducted in accordance with attestation standards for a direct examination engagement established by the American Institute of Certified Public Accountants and the standards applicable to attestation engagements contained in *Government Auditing Standards* issued by the Comptroller General of the United States. Those standards require that we plan and perform the examination to obtain reasonable assurance about whether the classification, assignment, and verification of the full-time equivalent student enrollment including teacher certification reported by the District under the Florida Education Finance Program complied with State requirements in all material respects.

An examination involves performing procedures to obtain evidence about whether the District complied with State requirements. The nature, timing, and extent of the procedures selected depend on our judgment, including an assessment of the risks of material noncompliance, whether due to fraud or error.

We believe that the evidence we obtained is sufficient and appropriate to provide a reasonable basis for our modified opinion. Our examination does not provide a legal determination on the District's compliance with State requirements. The legal determination of the District's compliance with these requirements is the responsibility of the Department of Education.

We are required to be independent of the District and to meet our other ethical responsibilities, in accordance with relevant ethical requirements relating to our examination engagement.

An examination by its nature does not include a review of all records and actions of District management and staff and, as a consequence cannot be relied upon to identify all instances of noncompliance, fraud, waste, abuse, or inefficiency. Because of these limitations and the inherent limitations of internal control, an unavoidable risk exists that some material noncompliance may not be detected, even though the examination is properly planned and performed in accordance with attestation standards.

Opinion

Our examination disclosed material noncompliance with State requirements relating to the classification, assignment, and verification of full-time equivalent student enrollment as reported under the Florida Education Finance Program for teachers and students in our English for Speakers of Other Languages, Exceptional Student Education Support Levels 4 and 5, and Career Education 9-12 tests involving reporting errors or records that were not properly or accurately prepared or were not available at the time of our examination and could not be subsequently located.

In our opinion, except for the material noncompliance with State requirements described in the preceding paragraph involving teachers and reporting errors or records, the Broward County District School Board complied, in all material respects, with State requirements relating to the classification, assignment, and verification of the full-time equivalent student enrollment including teacher certification reported under the Florida Education Finance Program for the fiscal year ended June 30, 2024.

Other Reporting Required by *Government Auditing Standards*

In accordance with attestation standards established by *Government Auditing Standards*, we are required to report all deficiencies that are considered to be significant deficiencies or material weaknesses[3] in internal control; fraud and noncompliance with provisions of laws or regulations that have a material effect on the District's compliance with State requirements; and any other instances that warrant the attention of those charged with governance; noncompliance with provisions of contracts or grant agreements, and waste and abuse that has a material effect on the District's compliance with State requirements. We are also required to obtain and report the views of responsible officials concerning the findings, conclusions, and recommendations, as well as any planned corrective actions.

We performed our examination to express an opinion on the District's compliance with State requirements and not for the purpose of expressing an opinion on the District's related internal control over compliance with State requirements; accordingly, we express no such opinion. Because of its limited purpose, our

[3] A significant deficiency is a deficiency or a combination of deficiencies in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance. A material weakness is a deficiency, or combination of deficiencies, in internal control such that there is a reasonable possibility that material noncompliance will not be prevented, or detected and corrected, on a timely basis.

examination would not necessarily identify all deficiencies in internal control over compliance that might be significant deficiencies or material weaknesses. However, the material noncompliance mentioned above is indicative of significant deficiencies considered to be material weaknesses in the District's internal controls related to teacher certification and reporting errors or records that were not properly or accurately prepared or were not available at the time of our examination and could not be subsequently located for students in English for Speakers of Other Languages, Exceptional Student Education Support Levels 4 and 5, and Career Education 9-12. Our examination disclosed certain findings that are required to be reported under *Government Auditing Standards* and all findings, along with the views of responsible officials, are described in *SCHEDULE D* and *MANAGEMENT'S RESPONSE*, respectively. The impact of this noncompliance with State requirements on the District's reported full-time equivalent student enrollment including teacher certification is presented in *SCHEDULES A, B, C,* and *D*.

The District's written response to this examination has not been subjected to our examination procedures and, accordingly, we express no opinion on it.

Purpose of this Report

Pursuant to Section 11.45(4)(c), Florida Statutes, this report is a public record and its distribution is not limited. Attestation standards established by the American Institute of Certified Public Accountants require us to indicate that the purpose of this report is to provide an opinion on the District's compliance with State requirements. Accordingly, this communication is not suitable for any other purpose.

Respectfully submitted,



Sherrill F. Norman, CPA
Tallahassee, Florida
April 16, 2026

SCHEDULE A

POPULATIONS, TEST SELECTION, AND TEST RESULTS
FULL-TIME EQUIVALENT STUDENT ENROLLMENT

Reported FTE Student Enrollment

The funding provided by the FEFP is based on the numbers of individual students participating in particular educational programs. The FEFP funds ten specific programs that are grouped under four general program titles: Basic, ESOL, ESE, and Career Education 9-12. The unweighted FTE represents the FTE prior to the application of the specific cost factor for each program. (See *SCHEDULE B* and NOTE A3., A4., and A5.) For the fiscal year ended June 30, 2024, the Broward County District School Board (District) reported to the DOE 271,572.99 unweighted FTE as recalibrated, which included 49,722.82 unweighted FTE as recalibrated for charter schools, at 235 District schools other than charter schools, 87 charter schools, 1 cost center, and 2 virtual education cost centers.

Schools and Students

As part of our examination procedures, we tested the FTE student enrollment reported to the DOE for schools and students for the fiscal year ended June 30, 2024. (See NOTE B.) The population of schools (325) included the total number of brick and mortar schools in the District that offered courses, including charter schools, cost centers, as well as the virtual education cost centers in the District that offered virtual instruction in the FEFP-funded programs. The population of students (51,295) consisted of the total number of students in each program at the schools and cost centers in our tests. Our Career Education 9-12 student test data includes only those students who participated in OJT.

We noted the following material noncompliance: exceptions involving reporting errors or records that were not properly or accurately prepared or were not available at the time of our examination and could not be subsequently located for 187 of the 1,083 students in our ESOL test,[4] 42 of the 331 students in our ESE Support Levels 4 and 5 test,[5] and all of the students in our Career Education 9-12 test.[6] Of the 1,083 students in our ESOL test, 141 (13 percent) attended charter schools and 11 (6 percent) of the 187 students with exceptions attended charter schools. Two (1 percent) of the 331 students in our ESE Support Levels 4 and 5 test attended charter schools and 2 (5 percent) of the 42 students with exceptions attended charter schools. None of the 6 students in our Career Education 9-12 test attended charter schools.

[4] For ESOL, the material noncompliance is composed of Findings 5, 7, 8, 20, 21, 30, 31, 37, 39, 44, 45, 48, 52, 57, 61, 66, 70, 74, 84, 87, 91, 98, 100, 104, 105, 106, 110, 111, 114, 115, and 134 on *SCHEDULE D*.

[5] For ESE Support Levels 4 and 5, the material noncompliance is composed of Findings 9, 16, 21, 26, 40, 43, 53, 58, 62, 67, 78, 79, 85, 90, 92, 95, 96, 99, 122, and 138 on *SCHEDULE D*.

[6] For Career Education 9-12, the material noncompliance is disclosed in Finding 22 on *SCHEDULE D*.

Our populations and tests of schools and students are summarized as follows:

Programs	Number of Schools		Number of Students at Schools Tested		Students With Exceptions	Recalibrated Unweighted FTE		Proposed Adjustments
	Population	Test	Population	Test		Population	Test	
Basic	314	35	35,388	439	6	184,172.8500	331.3577	421.4072
Basic with ESE Services	323	35	8,662	322	5	56,039.6300	299.6824	15.1790
ESOL	306	33	6,754	1,083	187	22,662.6500	733.8139	(369.4364)
ESE Support Levels 4 and 5	194	24	485	331	42	2,575.1100	302.1629	(32.6398)
Career Education 9-12	56	1	6	6	6	6,122.7500	1.2520	(46.2709)
All Programs	325	36	51,295	2,181	246	271,572.9900	1,668.2689	(11.7609)

Teachers

We also tested teacher qualifications as part of our examination procedures. (See NOTE B.) The population of teachers (1,767, of which 1,544 are applicable to District schools other than charter schools and 223 are applicable to charter schools) consisted of the total number of teachers at schools in our test who taught courses in ESE Support Levels 4 and 5, Career Education 9-12, or taught courses to ELL students, and of the total number of teachers reported under virtual education cost centers in our test who taught courses in Basic, Basic with ESE Services, ESE Support Levels 4 and 5, Career Education 9-12, or taught courses to ELL students.

We noted the following material noncompliance: State requirements governing teacher certification, School Board (or Charter School Board) approval of out-of-field teacher assignments, notification to parents regarding teachers' out-of-field status, the earning of college credits toward certification in the out-of-field subject areas, or the earning of required in-service training points in ESOL strategies were not met for 115 of the 489 teachers in our test.[7] Eighty-one (17 percent) of the 489 teachers in our test taught at charter schools and 39 (34 percent) of the 115 teachers with exceptions taught at charter schools.

Proposed Adjustments

Our proposed adjustments present the net effects of noncompliance disclosed by our examination procedures, including those related to our test of teacher qualifications. Our proposed adjustments generally reclassify the reported FTE to Basic education, except for noncompliance involving a student's enrollment or attendance in which case the reported FTE is taken to zero. (See *SCHEDULES B, C,* and *D*.)

The ultimate resolution of our proposed adjustments to the FTE student enrollment and the computation of their financial impact is the responsibility of the DOE.

[7] For teachers, the material noncompliance is composed of Findings 1, 6, 10, 11, 12, 13, 14, 15, 17, 18, 19, 23, 24, 25, 27, 28, 29, 32, 33, 34, 35, 36, 38, 41, 46, 47, 49, 50, 51, 54, 55, 56, 59, 60, 63, 64, 65, 68, 69, 71, 72, 73, 75, 76, 77, 81, 82, 83, 86, 88, 89, 93, 94, 101, 102, 103, 107, 108, 109, 112, 113, 116, 117, 118, 119, 120, 121, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 135, 136, and 137 on *SCHEDULE D*.

SCHEDULE B

EFFECT OF PROPOSED ADJUSTMENTS ON WEIGHTED FULL-TIME EQUIVALENT STUDENT ENROLLMENT

District Schools Other Than Charter Schools		Proposed Net	Cost	Weighted
No.	Program[1]	Adjustment[2]	Factor	FTE[3]
101	Basic K-3	142.1236	1.122	159.4627
102	Basic 4-8	88.9083	1.000	88.9083
103	Basic 9-12	93.4303	.988	92.3091
111	Grades K-3 with ESE Services	4.0001	1.122	4.4881
112	Grades 4-8 with ESE Services	1.4880	1.000	1.4880
113	Grades 9-12 with ESE Services	9.1681	.988	9.0581
130	ESOL	(273.3024)	1.208	(330.1493)
254	ESE Support Level 4	(26.0886)	3.706	(96.6844)
255	ESE Support Level 5	(5.5511)	5.707	(31.6801)
300	Career Education 9-12	(41.9599)	1.072	(44.9810)
	Subtotal	(7.7836)		(147.7805)

Charter Schools		Proposed Net	Cost	Weighted
No.	Program[1]	Adjustment[2]	Factor	FTE[3]
101	Basic K-3	42.0771	1.122	47.2105
102	Basic 4-8	36.7907	1.000	36.7907
103	Basic 9-12	18.0772	.988	17.8603
112	Grades 4-8 with ESE Services	.4999	1.000	.4999
113	Grades 9-12 with ESE Services	.0229	.988	.0226
130	ESOL	(96.1340)	1.208	(116.1299)
254	ESE Support Level 4	(.4999)	3.706	(1.8527)
255	ESE Support Level 5	(.5002)	5.707	(2.8546)
300	Career Education 9-12	(4.3110)	1.072	(4.6214)
	Subtotal	(3.9773)		(23.0746)

Total of Schools		Proposed Net	Cost	Weighted
No.	Program[1]	Adjustment[2]	Factor	FTE[3]
101	Basic K-3	184.2007	1.122	206.6732
102	Basic 4-8	125.6990	1.000	125.6990
103	Basic 9-12	111.5075	.988	110.1694
111	Grades K-3 with ESE Services	4.0001	1.122	4.4881
112	Grades 4-8 with ESE Services	1.9879	1.000	1.9879
113	Grades 9-12 with ESE Services	9.1910	.988	9.0807
130	ESOL	(369.4364)	1.208	(446.2792)
254	ESE Support Level 4	(26.5885)	3.706	(98.5370)
255	ESE Support Level 5	(6.0513)	5.707	(34.5348)
300	Career Education 9-12	(46.2709)	1.072	(49.6024)
	Total	(11.7609)		(170.8551)

[1] See NOTE A7.

[2] These proposed net adjustments are for unweighted FTE. (See *SCHEDULE C*.)

[3] Weighted adjustments to the FTE are presented for illustrative purposes only. The weighted adjustments to the FTE do not take special program caps or allocation factors into consideration and are not intended to indicate the FTE used to compute the dollar value of adjustments. That computation is the responsibility of the DOE. (See NOTE A5.)

SCHEDULE C

PROPOSED ADJUSTMENTS BY SCHOOL
FULL-TIME EQUIVALENT STUDENT ENROLLMENT

No.	Program	Proposed Adjustments[1] #0021	#0131	#0161	Balance Forward
101	Basic K-3	.....	7.8622	5.3225	13.1847
102	Basic 4-8	5.6644	2.8287	1.4168	9.9099
103	Basic 9-12	.....	.....	.....	.0000
111	Grades K-3 with ESE Services	.....	.....	.....	.0000
112	Grades 4-8 with ESE Services	.....	.....	.....	.0000
113	Grades 9-12 with ESE Services	.....	.....	.....	.0000
130	ESOL	(5.6644)	(10.6909)	(6.7393)	(23.0946)
254	ESE Support Level 4	.....	.5002	.....	.5002
255	ESE Support Level 5	.....	(.5002)	.....	(.5002)
300	Career Education 9-12	.....	.....	.....	.0000
Total		.0000	.0000	.0000	.0000

[1] These proposed net adjustments are for unweighted FTE. (See Note A5.)

No.	Brought Forward	Proposed Adjustments[1] #0185	#0241	#0371	#0471	Balance Forward
101	13.1847	.....	.....	.....	.....	13.1847
102	9.9099	.....	.....	1.7846	7.3578	19.0523
103	.0000	6.7932	2.7564	7.3663	.....	16.9159
111	.0000	.....	.....	.....	.....	.0000
112	.0000	.....	.....	.....	1.0000	1.0000
113	.0000	.....	.1144	.....	.....	.1144
130	(23.0946)	.....	(2.7564)	(9.6511)	(7.3578)	(42.8599)
254	.5002	.....	(.1144)	(.4997)	(1.0000)	(1.1139)
255	(.5002)	.....	.....	.....	.....	(.5002)
300	.0000	(6.7932)	.....	(1.2520)	.....	(8.0452)
Total	.0000	.0000	.0000	(2.2519)	.0000	(2.2519)

[1] These proposed net adjustments are for unweighted FTE. (See Note A5.)

		Proposed Adjustments[1]				
No.	Brought Forward	#0571	#0761	#0881	#0921	Balance Forward
101	13.1847	26.3692	5.8596	.....	5.2867	50.7002
102	19.0523	2.4142	.....	6.8899	.....	28.3564
103	16.9159	.....	.....	.....	.....	16.9159
111	.0000	.....	.....	.....	.....	.0000
112	1.0000	.....	.....	.....	.4880	1.4880
113	.1144	.....	.....	.....	.....	.1144
130	(42.8599)	(28.7682)	(2.1804)	(6.8899)	(5.7867)	(86.4851)
254	(1.1139)	(.0152)	(2.8617)	.....	(.4880)	(4.4788)
255	(.5002)	.....	(.8175)	.....	.....	(1.3177)
300	(8.0452)	.....	.....	.....	.....	(8.0452)
Total	(2.2519)	.0000	.0000	.0000	(.5000)	(2.7519)

[1] These proposed net adjustments are for unweighted FTE. (See Note A5.)

No.	Brought Forward	Proposed Adjustments[1] #0931	#1671	#1681	#1711	Balance Forward
101	50.7002	4.9935	30.1519	.....	.....	85.8456
102	28.3564	1.1014	5.5829	.....	.....	35.0407
103	16.9159	.....	.....	18.1126	9.5609	44.5894
111	.0000	1.0000	.....	.....	.....	1.0000
112	1.4880	.....	.....	.....	.....	1.4880
113	.1144	.....	.....	.2702	.....	.3846
130	(86.4851)	(5.5949)	(35.7348)	(19.3126)	(9.0607)	(156.1881)
254	(4.4788)	(1.5000)	.....	(2.1202)	.4998	(7.5992)
255	(1.3177)	.....	.....	(.7700)	(1.0000)	(3.0877)
300	(8.0452)	.....	.....	(.2750)	.....	(8.3202)
Total	(2.7519)	.0000	.0000	(4.0950)	.0000	(6.8469)

[1] These proposed net adjustments are for unweighted FTE. (See Note A5.)

No.	Brought Forward	Proposed Adjustments[1] #1741	#1841	#1951	#2071	Balance Forward
101	85.8456	.....	7.0414	9.4090	6.4861	108.7821
102	35.0407	.....	1.6736	5.4238	7.4961	49.6342
103	44.5894	7.8870	.....	.....	.....	52.4764
111	1.0000	.....	1.0000	.....	.....	2.0000
112	1.4880	.....	.....	.....	.....	1.4880
113	.3846	2.5003	.....	.....	.....	2.8849
130	(156.1881)	(7.8870)	(8.7150)	(14.8328)	(10.7295)	(198.3524)
254	(7.5992)	(2.5003)	1.9994	.....	(3.2527)	(11.3528)
255	(3.0877)	.....	(2.9994)	.....	.....	(6.0871)
300	(8.3202)	.....	.....	.....	.....	(8.3202)
Total	(6.8469)	.0000	.0000	.0000	.0000	(6.8469)

[1] These proposed net adjustments are for unweighted FTE. (See Note A5.)

No.	Brought Forward	Proposed Adjustments[1] #2831	#3121	#3471	#3481	Balance Forward
101	108.7821	.....	19.4648	.....	4.6097	132.8566
102	49.6342	.....	5.1300	29.7361	1.9558	86.4561
103	52.4764	39.0951	.....	.....	.....	91.5715
111	2.0000	.....	.5000	.....	1.0000	3.5000
112	1.4880	.....	.....	.....	.....	1.4880
113	2.8849	6.4998	.....	.....	.....	9.3847
130	(198.3524)	(5.3126)	(24.5948)	(29.7361)	(3.8021)	(261.7980)
254	(11.3528)	(7.6426)	(.5000)	.....	(4.5573)	(24.0527)
255	(6.0871)	1.0000	.....	.....	.....	(5.0871)
300	(8.3202)	(33.6397)	.....	.....	.....	(41.9599)
Total	(6.8469)	.0000	.0000	.0000	(.7939)	(7.6408)

[1] These proposed net adjustments are for unweighted FTE. (See Note A5.)

No.	Brought Forward	Proposed Adjustments[1] #3591	#3623	#3642	#5015*	Balance Forward
101	132.8566	1.9998	.....	7.2672	17.6225	159.7461
102	86.4561	.....	.....	2.4522	20.7372	109.6455
103	91.5715	.....	2.0850	.....	.....	93.6565
111	3.5000	.5001	.....	.....	.....	4.0001
112	1.4880	.....	.....	.....	.....	1.4880
113	9.3847	.....	(.3000)	.....	.....	9.0847
130	(261.7980)	.....	(1.7850)	(9.7194)	(38.8597)	(312.1621)
254	(24.0527)	(2.4999)	.9640	.....	.....	(25.5886)
255	(5.0871)	.....	(.9640)	.....	.....	(6.0511)
300	(41.9599)	.....	.....	.....	.....	(41.9599)
Total	(7.6408)	.0000	.0000	.0000	(.5000)	(8.1408)

[1] These proposed net adjustments are for unweighted FTE. (See Note A5.)

*Charter School

No.	Brought Forward	Proposed Adjustments[1] #5028*	#5111*	#5121*	#5151*	Balance Forward
101	159.7461	.....	16.2674	.....	.....	176.0135
102	109.6455	.....	5.3610	.....	7.3742	122.3807
103	93.6565	13.7202	.....	3.0712	.....	110.4479
111	4.0001	.....	.....	.....	.....	4.0001
112	1.4880	.....	.....	.4999	.....	1.9879
113	9.0847	(.4773)	.....	.5002	.....	9.1076
130	(312.1621)	(16.4202)	(21.6284)	.....	(7.3742)	(357.5849)
254	(25.5886)	.....	.....	(.4999)	.....	(26.0885)
255	(6.0511)	.....	.....	(.5002)	.....	(6.5513)
300	(41.9599)	(.3000)	.....	(3.0712)	.....	(45.3311)
Total	(8.1408)	(3.4773)	.0000	.0000	.0000	(11.6181)

[1] These proposed net adjustments are for unweighted FTE. (See Note A5.)

*Charter School

No.	Brought Forward	Proposed Adjustments[1] #5263*	#5396*	#5405*	#5521	Balance Forward
101	176.0135	.....	.....	8.1872	.....	184.2007
102	122.3807	1.1757	.....	2.1426	.....	125.6990
103	110.4479	.....	1.2858	.....	.....	111.7337
111	4.0001	.....	.....	.....	.....	4.0001
112	1.9879	.....	.....	.....	.....	1.9879
113	9.1076	.....	.....	.....	.....	9.1076
130	(357.5849)	(1.1757)	(.3460)	(10.3298)	.....	(369.4364)
254	(26.0885)	.....	.....	.....	(.5000)	(26.5885)
255	(6.5513)	.....	.....	.....	.5000	(6.0513)
300	(45.3311)	.....	(.9398)	.....	.....	(46.2709)
Total	(11.6181)	.0000	.0000	.0000	.0000	(11.6181)

[1] These proposed net adjustments are for unweighted FTE. (See Note A5.)

*Charter School

		Proposed Adjustments[1]		
No.	**Program**	**Brought Forward**	**#7004**	**Total**
101	Basic K-3	184.2007	.....	184.2007
102	Basic 4-8	125.6990	.....	125.6990
103	Basic 9-12	111.7337	(.2262)	111.5075
111	Grades K-3 with ESE Services	4.0001	.....	4.0001
112	Grades 4-8 with ESE Services	1.9879	.....	1.9879
113	Grades 9-12 with ESE Services	9.1076	.0834	9.1910
130	ESOL	(369.4364)	.....	(369.4364)
254	ESE Support Level 4	(26.5885)	.....	(26.5885)
255	ESE Support Level 5	(6.0513)	.....	(6.0513)
300	Career Education 9-12	(46.2709)	.....	(46.2709)
Total		(11.6181)	(.1428)	(11.7609)

[1] These proposed net adjustments are for unweighted FTE. (See Note A5.)

SCHEDULE D

FINDINGS AND PROPOSED ADJUSTMENTS
FULL-TIME EQUIVALENT STUDENT ENROLLMENT

Overview

Broward County District School Board (District) management is responsible for determining that the FTE student enrollment including teacher certification as reported under the FEFP is in compliance with State requirements. These requirements are found primarily in Sections 1011.60, 1011.61, and 1011.62, Florida Statutes; SBE Rules, Chapter 6A-1, FAC; and the *FTE General Instructions 2023-24* issued by the DOE. All noncompliance disclosed by our examination procedures is discussed below and requires management's attention and action as presented in *SCHEDULE E*.

Findings	**Proposed Net Adjustments (Unweighted FTE)**

Our examination included the July and October 2023 reporting survey periods and the February and June 2024 reporting survey periods. (See NOTE A6.) Unless otherwise specifically stated, the Findings and Proposed Adjustments presented herein are for the October 2023 reporting survey period, the February 2024 reporting survey period, or both. Accordingly, our Findings do not mention specific reporting survey periods unless necessary for a complete understanding of the instances of noncompliance being disclosed.

Districtwide – Subject Area Expertise Designation

1. [Ref. 24173, 57170, 88171, 167170, 174172/73, 184170, 195171] Eight teachers did not hold a valid Florida teaching certificate; however, the school principals classified these teachers as subject area expertise (SAE) teachers based on School Board policy 7150 *Recruitment and Selection of Personnel*, established them as having sufficient expertise in teaching the subject areas assigned, and designated them as in-field. All teachers held at least a bachelor's degree, and a form documented each teachers' SAE designation. Despite the forms we could not always validate that the School Board policy was followed, nor could we evaluate whether the policy was adequate or if the final determinations were correct. We noted that there was neither specific authorization from the Superintendent (or his designee) nor School Board approval of the SAE designation, as the signor of the form was the principal of the school involved. In reviewing the SAE designations, it was not always clear that the designation was properly connected to the actual courses taught. Also, while the School Board policy provided reasons for an SAE designation and the policy's "critical shortage" provision appeared most relevant, the forms did not evidence that any of these eight teachers were determined to be in a critical shortage area.

(*Finding Continues on Next Page*)

Findings	Proposed Net Adjustments (Unweighted FTE)
Districtwide – Subject Area Expertise Designation (Continued)	
We present this disclosure finding with no proposed adjustments; however, future SAE designations should be supported by a more detailed form clearly providing the reasons and proper authorizations. Absent such support, noted exceptions for SAE-designated teachers who do not have a Florida teaching certificate could result in future adjustments.	.0000
Districtwide – Principals' Certification of Attendance Records	
2. [Ref. 92103, 195103, 283102, 348103, 552102] Our examination of the attendance procedures at five schools in our test and inquiries of District personnel disclosed that the principals did not certify student attendance for the 2023-24 school year as required by SBE Rule 6A-1.044, FAC, and DOE's *Comprehensive Management Information System: Automated Student Attendance Recordkeeping System Handbook*. Specifically, the principal (or the principal's designee) has responsibility for certifying the completeness and accuracy of the automated attendance system in the school for each of the FTE surveys. The certification would be a formal statement of certification like that currently contained in the manual attendance registers which would be signed by the principal (or the principal's designee). The certification may be on a separate page of paper or included on the first page of the printed report. Since we were able to verify that our test students were in attendance at least 1 day of the reporting survey periods, we present this disclosure finding with no proposed adjustment; however, continued noncompliance with SBE Rule may result in future proposed adjustments.	.0000
Districtwide – Retention of Substitute Attendance Records	
3. [Ref. 2102, 37103, 174104, 283101, 348102, 362302, and 540501] Our examination of the attendance records for seven of our test schools disclosed that, contrary to SBE Rule 6A-1.044, FAC, and the DOE's *Comprehensive Management Information System: Automated Student Attendance Recordkeeping System Handbook*, the Schools did not retain manual attendance records completed by substitute teachers. Also, one of the schools did not retain student sign-in or sign-out sheets. Since we were able to verify that our test students were in attendance at least 1 day of the reporting survey period, we present this disclosure finding with no proposed adjustment; however, continued noncompliance with SBE Rule may result in future proposed adjustments.	.0000

Findings	Proposed Net Adjustments (Unweighted FTE)

Districtwide – Reporting of Bell Schedules

4. [Ref. 13104, 16101, 57102, 88101, 93101, 167101, 168103, 195101, 207101, 348101, 359101, 362301, 364201, 501501, 512102, 539601, and 540504] The course schedules for students, involving 17 schools in our testing, were incorrectly reported. The schools' bell schedules supported varying weekly instructional minutes and met the minimum reporting of CMW; however, the students' course schedules were reported with variances ranging from an underreporting of 60 CMW to an overreporting of 2,475 CMW. Student course schedules, which are necessary for the recalibration process to work appropriately, should reflect the correct number of instructional minutes according to the school's bell schedule. Since most of the students were reported within the District for the entire school year and their reported FTE was recalibrated to 1.0, these variances in CMW did not affect their ultimate funding level. As such, we present this disclosure finding with no proposed adjustment; however, continued misreporting of CMW may result in future proposed adjustments. .0000

Pompano Beach Middle School (#0021)

5. [Ref. 2101] *ELL Student Plans* for three students were not available at the time of our examination and could not be subsequently located. We also noted that the English language proficiency of one of these students was not assessed within 30 school days prior to the student's DEUSS anniversary date. We propose the following adjustment:

102	Basic 4-8	2.4990	
130	ESOL	(2.4990)	.0000

6. [Ref. 2170] One teacher taught Language Arts to a class that included ELL students but was not approved by the School Board to teach these students out of field in ESOL. We also noted that the students' parents were not notified of the teacher's out-of-field status. In addition, the teacher had earned none of the 300 in-service training points in ESOL strategies required by SBE Rule 6A-1.0503, FAC, and the teacher's in-service training timeline. We propose the following adjustment:

102	Basic 4-8	3.1654	
130	ESOL	(3.1654)	.0000
			.0000

Gulfstream Academy of Hallandale Beach (#0131)

7. [Ref. 13101] ELL Committees for two students were not convened within 30 school days prior to the students' DEUSS anniversary dates to consider the students' (*Finding Continues on Next Page*)

Findings			Proposed Net Adjustments (Unweighted FTE)
Gulfstream Academy of Hallandale Beach (#0131) (Continued)			
continued ESOL placements beyond 3 years from each student's DEUSS. We propose the following adjustment:			
	102 Basic 4-8	.8202	
	130 ESOL	(.8202)	.0000
8. [Ref. 13102] *ELL Student Plans* for two students were either not available at the time of our examination and could not be subsequently located (one student) or were not completed until December 18, 2023, which was after the October 2023 reporting survey period (one student). We also noted that the English language proficiency of one of these students was not assessed within 30 school days prior to the student's DEUSS anniversary date. We propose the following adjustment:			
	101 Basic K-3	.3213	
	102 Basic 4-8	.3065	
	130 ESOL	(.6278)	.0000
9. [Ref. 13103] One ESE student was not reported in accordance with the student's *Matrix of Services* form. We propose the following adjustment:			
	254 ESE Support Level 4	.5002	
	255 ESE Support Level 5	(.5002)	.0000
10. [Ref. 13171] One teacher was not properly certified and was not approved by the School Board to teach out of field until January 23, 2024, which was after the October 2023 reporting survey period. The teacher was certified in Elementary Education but taught courses that required certification in English. In addition, the students' parents were not notified of the teacher's out-of-field status until after the October 2023 reporting survey period. We propose the following adjustment:			
	102 Basic 4-8	1.1241	
	130 ESOL	(1.1241)	.0000
11. [Ref. 13172] One teacher was not properly certified and was not approved by the School Board to teach out of field. The teacher was certified in Biology but taught a course that required certification in Middle Grades General Science. In addition, the students' parents were not notified of the teacher's out-of-field status. We propose the following adjustment:			
	102 Basic 4-8	.5779	
	130 ESOL	(.5779)	.0000

Findings		Proposed Net Adjustments (Unweighted FTE)

Gulfstream Academy of Hallandale Beach (#0131) (Continued)

12. [Ref. 13174] One teacher was appropriately approved to teach Elementary Education out of field but had earned none of the six hours of college credit toward certification in Elementary Education required by SBE Rule 6A-1.0503, FAC. We propose the following adjustment:

101 Basic K-3	7.5409	
130 ESOL	(7.5409)	.0000
		.0000

West Hollywood Elementary School (#0161)

13. [Ref. 16170/71] Two teachers taught Language Arts to classes that included ELL students but were not properly certified to teach ELL students and were not approved by the School Board to teach these students out of field. We also noted, for one teacher, that the students' parents were not notified of the teacher's out-of-field status. We propose the following adjustments:

Ref. 16170		
102 Basic 4-8	1.4168	
130 ESOL	(1.4168)	.0000
Ref. 16171		
101 Basic K-3	1.7057	
130 ESOL	(1.7057)	.0000

14. [Ref. 16172] Our testing of teacher qualifications disclosed that one teacher did not hold a valid Florida teaching certificate. School records indicated that the teacher was hired as a substitute; however, our review of the teacher's classroom placement indicated that the teacher was not assigned to fill in for an absent teacher (i.e., in a limited temporary role) but was instead hired to fill an open teacher vacancy providing direct instructional services to students.

Sections 1010.215(1)(c) and 1012.01(2), Florida Statutes, provide that instructional personnel consists of classroom teachers, including substitutes, and means any K-12 staff member whose functions provide direct support in the learning process of students. Classroom teachers, including substitute teachers, are staff members assigned the professional activity of instructing students in courses in classroom situations, including basic instruction, ESE, career education, and adult education.

Further, Section 1012.55(1)(b), Florida Statutes, indicates that each person employed or

(*Finding Continues on Next Page*)

Findings			Proposed Net Adjustments (Unweighted FTE)
West Hollywood Elementary School (#0161) (Continued)			
occupying a position, such as a teacher or other position in which the employee serves in an instructional capacity, in any public school of any district of this State shall hold the certificate required by laws and SBE rules in fulfilling the requirements of the law for the type of service rendered. Such positions include personnel providing direct instruction to students through a virtual environment or through a blended virtual and physical environment.			
Since the teacher was providing direct instructional services, did not hold any certification, and was not otherwise qualified to teach, we propose the following adjustment:			
	101 Basic K-3	3.6168	
	130 ESOL	(3.6168)	.0000
			.0000
Pompano Beach High School (#0185)			
15. [Ref. 18570] One teacher was not properly certified and was not approved by the School Board to teach out of field. The teacher was certified in Chemistry but taught a course that required certification in Engineering and Technology Education. In addition, the students' parents were not notified of the teacher's out-of-field status. We propose the following adjustment:			
	103 Basic 9-12	6.7932	
	300 Career Education 9-12	(6.7932)	.0000
			.0000
McArthur High School (#0241)			
16. [Ref. 24101] One ESE student was not reported in accordance with the student's *Matrix of Services* form. We propose the following adjustment.			
	113 Grades 9-12 with ESE Services	.1144	
	254 ESE Support Level 4	(.1144)	.0000
17. [Ref. 24170] One teacher taught a basic subject area course that included ELL students but had earned none of the 60 in-service training points in ESOL strategies required by SBE Rule 6A-6.0907, FAC, and the teacher's in-service training timeline. We propose the following adjustment:			
	103 Basic 9-12	2.1852	
	130 ESOL	(2.1852)	.0000

Findings		Proposed Net Adjustments (Unweighted FTE)

McArthur High School (#0241) (Continued)

18. [Ref. 24171] One teacher taught English to a class that included ELL students but was not approved by the School Board to teach these students out of field in ESOL. We also noted that the students' parents were not notified of the teacher's out-of-field status. We propose the following adjustment:

103 Basic 9-12	.2856	
130 ESOL	(.2856)	.0000

19. [Ref. 24172] Our testing of teacher qualifications disclosed that one teacher did not hold a valid Florida teaching certificate. School records indicated that the teacher was hired as a substitute; however, our review of the teacher's classroom placement indicated that the teacher was not assigned to fill in for an absent teacher (i.e., in a limited temporary role) but was instead hired to fill an open teacher vacancy providing direct instructional services to students.

Sections 1010.215(1)(c) and 1012.01(2), Florida Statutes, provide that instructional personnel consists of classroom teachers, including substitutes, and means any K-12 staff member whose functions provide direct support in the learning process of students. Classroom teachers, including substitute teachers, are staff members assigned the professional activity of instructing students in courses in classroom situations, including basic instruction, ESE, career education, and adult education.

Further, Section 1012.55(1)(b), Florida Statutes, indicates that each person employed or occupying a position, such as a teacher or other position in which the employee serves in an instructional capacity, in any public school of any district of this State shall hold the certificate required by laws and SBE rules in fulfilling the requirements of the law for the type of service rendered. Such positions include personnel providing direct instruction to students through a virtual environment or through a blended virtual and physical environment.

Since the teacher was providing direct instructional services, did not hold any certification, and was not otherwise qualified to teach, we propose the following adjustment:

103 Basic 9-12	.2856	
130 ESOL	(.2856)	.0000
		.0000

Findings			Proposed Net Adjustments (Unweighted FTE)
Dillard High 6-12 (#0371)			
20. [Ref. 37101] *ELL Student Plans* for 16 students were not available at the time of our examination and could not be subsequently located. We also noted that an ELL Committee was not convened by October 1 to consider one of the student's continued ESOL placement beyond 3 years from the student's DEUSS. In addition, the parents of one student were not notified of the student's ESOL placement. We propose the following adjustment:			
	102 Basic 4-8	.7140	
	103 Basic 9-12	7.2324	
	130 ESOL	(7.9464)	.0000
21. [Ref. 37102] Two students (one in our ESOL test and one in our ESE Support Level 4 and 5 test) were not in attendance during the applicable reporting survey periods and should not have been reported for FEFP funding. We propose the following adjustment:			
	102 Basic 4-8	.2138	
	130 ESOL	(.7140)	
	254 ESE Support Level 4	(.4997)	(.9999)
22. [Ref. 37104] Timecards for six Career Education 9-12 students who participated in OJT were not available at the time of our examination and could not be subsequently located. We propose the following adjustment:			
	300 Career Education 9-12	(1.2520)	(1.2520)
23. [Ref. 37170/71] Two teachers taught English to classes that included ELL students but were not approved by the School Board to teach these students out of field in ESOL. We also noted that the students' parents were not notified of the teachers' out-of-field status. We propose the following adjustments:			
	Ref. 37170		
	102 Basic 4-8	.2856	
	130 ESOL	(.2856)	.0000
	Ref. 37171		
	103 Basic 9-12	.1339	
	130 ESOL	(.1339)	.0000
24. [Ref. 37172] One teacher taught a basic subject area course that included ELL students but had earned none of the 60 in-service training points in ESOL strategies required by SBE Rule 6A-6.0907, FAC, and the teacher's in-service training timeline. We propose the following adjustment:			

Findings		Proposed Net Adjustments (Unweighted FTE)
Dillard High 6-12 (#0371) (Continued)		
102 Basic 4-8	.2856	
130 ESOL	(.2856)	.0000

25. [Ref. 37173] One teacher did not hold a valid Florida teaching certificate and was not otherwise qualified to teach. We propose the following adjustment:

102 Basic 4-8	.2856	
130 ESOL	(.2856)	.0000
		(2.2519)

Olsen Middle School (#0471)

26. [Ref. 47101] One ESE student was not reported in accordance with the student's *Matrix of Services* form. We propose the following adjustment:

112 Grades 4-8 with ESE Services	1.0000	
254 ESE Support Level 4	(1.0000)	.0000

27. [Ref. 47170] One teacher was not properly certified and was not approved by the School Board to teach out of field. The teacher was certified in Culinary but taught courses that required certification in General Science. In addition, the students' parents were not notified of the teacher's out-of-field status. We propose the following adjustment:

102 Basic 4-8	3.1593	
130 ESOL	(3.1593)	.0000

28. [Ref. 47171] The parents of students taught by an out-of-field teacher were not notified of the teacher's out-of-field status in Math until January 19, 2024, which was after the October 2023 reporting survey period. We also noted that the teacher was appointed to teach Math out of field in a prior year but had not earned the required six hours of college credit or its equivalent toward this certification as required by SBE Rule 6A-1.0503, FAC. We propose the following adjustment:

102 Basic 4-8	2.6178	
130 ESOL	(2.6178)	.0000

Findings		Proposed Net Adjustments (Unweighted FTE)
Olsen Middle School (#0471) (Continued)		
29. [Ref. 47173] One teacher taught basic subject area courses that included ELL students but had earned none of the 60 in-service training points in ESOL strategies required by SBE Rule 6A-6.0907, FAC, and the teacher's in-service training timeline. We propose the following adjustment:		
102 Basic 4-8	1.5807	
130 ESOL	(1.5807)	.0000
		.0000
Tedder Elementary School (#0571)		
30. [Ref. 57101] *ELL Student Plans* for 11 students were not available at the time of our examination and could not be subsequently located. In addition, the parents of 2 students were not notified of the students' ESOL placement. We propose the following adjustment:		
101 Basic K-3	4.4426	
102 Basic 4-8	1.9975	
130 ESOL	(6.4401)	.0000
31. [Ref. 57103] The English language proficiency of one ELL student was not assessed within 30 school days prior to the students' DEUSS anniversary date to consider the student's continued ESOL placement beyond 3 years from the student's DEUSS. We propose the following adjustment:		
102 Basic 4-8	.4167	
130 ESOL	(.4167)	.0000
32. [Ref. 57173/75] Two teachers did not hold valid Florida teaching certificates and were not otherwise qualified to teach. We propose the following adjustments:		
Ref. 57173		
101 Basic K-3	8.9311	
130 ESOL	(8.9311)	.0000
Ref. 57175		
101 Basic K-3	.0152	
254 ESE Support Level 4	(.0152)	.0000
33. [Ref. 57174] One teacher was not properly certified and was not approved by the School Board to teach out of field. The teacher was certified in Social Science but taught courses that required certification in Elementary Education and ESOL. In addition, the (*Finding Continues on Next Page*)		

Findings			Proposed Net Adjustments (Unweighted FTE)
Tedder Elementary School (#0571) (Continued)			
students' parents were not notified of the teacher's out-of-field status. We propose the following adjustment:			
	101 Basic K-3	6.2084	
	130 ESOL	(6.2084)	.0000
34. [Ref. 57176] One teacher taught Language Arts to a class that included ELL students but was not approved by the School Board to teach these students out of field in ESOL. We also noted that the students' parents were not notified of the teacher's out-of-field status. We propose the following adjustment:			
	101 Basic K-3	6.7719	
	130 ESOL	(6.7719)	.0000
			.0000
Meadowbrook Elementary School (#0761)			
35. [Ref. 76170] One teacher taught Language Arts to a class that included ELL students but was not approved by the School Board to teach these students out of field in ESOL. We also noted that the students' parents were not notified of the teacher's out-of-field status. We propose the following adjustment:			
	101 Basic K-3	2.1804	
	130 ESOL	(2.1804)	.0000
36. [Ref. 76171] One teacher was not properly certified and was not approved by the School Board to teach out of field. The teacher was certified in PK/Primary Education but taught courses that also required certification in ESE. In addition, the students' parents were not notified of the teacher's out-of-field status. We propose the following adjustment:			
	101 Basic K-3	3.6792	
	254 ESE Support Level 4	(2.8617)	
	255 ESE Support Level 5	(0.8175)	.0000
			.0000
New River Middle School (#0881)			
37. [Ref. 88102] ELL Committees for two students were not convened by October 1 to consider the students' continued ESOL placement beyond 3 years from each student's DEUSS. We propose the following adjustment:			
	102 Basic 4-8	1.1615	
	130 ESOL	(1.1615)	.0000

Findings			Proposed Net Adjustments (Unweighted FTE)
New River Middle School (#0881) (Continued)			
38. [Ref. 88170] One teacher did not hold a valid Florida teaching certificate and was not otherwise qualified to teach. We propose the following adjustment:			
	102 Basic 4-8	5.7284	
	130 ESOL	(5.7284)	.0000
			.0000
Stephen Foster Elementary School (#0921)			
39. [Ref. 92101] *ELL Student Plan*s for four students were not available at the time of our examination and could not be subsequently located. We also noted that one of these students was not in membership at the time of the October 2023 reporting survey period. We propose the following adjustment:			
	101 Basic K-3	1.1030	
	130 ESOL	(1.6030)	(.5000)
40. [Ref. 92102] One ESE student was not reported in accordance with the student's *Matrix of Services* form. We propose the following adjustment:			
	112 Grades 4-8 with ESE Services	.4880	
	254 ESE Support Level 4	(.4880)	.0000
41. [Ref. 92170] One teacher taught Language Arts to a class that included ELL students but was not approved by the School Board to teach these students out of field in ESOL. We propose the following adjustment:			
	101 Basic K-3	4.1837	
	130 ESOL	(4.1837)	.0000
			(.5000)
Peters Elementary School (#0931)			
42. [Ref. 93102] The IEP for one ESE student was not available at the time of our examination and could not be subsequently located. We propose the following adjustment:			
	101 Basic K-3	.5000	
	111 Grades K-3 with ESE Services	(.5000)	.0000
43. [Ref. 93103] Two ESE students were not reported in accordance with the students' *Matrix of Services* forms. We propose the following adjustment:			

Findings		Proposed Net Adjustments (Unweighted FTE)
Peters Elementary School (#0931) (Continued)		
111 Grades K-3 with ESE Services	1.5000	
254 ESE Support Level 4	(1.5000)	.0000

44. [Ref. 93104] An ELL Committee for one student was not convened by October 1 to consider the student's continued ESOL placement beyond 3 years from the student's DEUSS. We propose the following adjustment:

102 Basic 4-8	.4086	
130 ESOL	(.4086)	.0000

45. [Ref. 93105] The *ELL Student Plan* for one student was not available at the time of our examination and could not be subsequently located. We propose the following adjustment:

102 Basic 4-8	.6928	
130 ESOL	(.6928)	.0000

46. [Ref. 93170] Our testing of teacher qualifications disclosed that one teacher did not hold a valid Florida teaching certificate. School records indicated that the teacher was hired as a substitute; however, our review of the teacher's classroom placement indicated that the teacher was not assigned to fill in for an absent teacher (i.e., in a limited temporary role) but was instead hired to fill an open teacher vacancy providing direct instructional services to students.

Sections 1010.215(1)(c) and 1012.01(2), Florida Statutes, provide that instructional personnel consists of classroom teachers, including substitutes, and means any K-12 staff member whose functions provide direct support in the learning process of students. Classroom teachers, including substitute teachers, are staff members assigned the professional activity of instructing students in courses in classroom situations, including basic instruction, ESE, career education, and adult education.

Further, Section 1012.55(1)(b), Florida Statutes, indicates that each person employed or occupying a position, such as a teacher or other position in which the employee serves in an instructional capacity, in any public school of any district of this State shall hold the certificate required by laws and SBE rules in fulfilling the requirements of the law for the type of service rendered. Such positions include personnel providing direct instruction to students through a virtual environment or through a blended virtual and physical environment.

Since the teacher provided direct instructional services, did not hold any certification, and was not otherwise qualified to teach, we propose the following adjustment:

Findings		Proposed Net Adjustments (Unweighted FTE)
Peters Elementary School (#0931) (Continued)		
101 Basic K-3	.3464	
130 ESOL	(.3464)	.0000

47. [Ref. 93171] One teacher taught Language Arts and basic subject area courses that included ELL students but had earned none of the 300 or 60 in-service training points in ESOL strategies required by SBE Rules 6A-1.0503 and 6A-6.0907, FAC, and the teacher's in-service training timeline. We propose the following adjustment:

101 Basic K-3	4.1471	
130 ESOL	(4.1471)	.0000
		.0000

Robert C. Markham Elementary School (#1671)

48. [Ref. 167102] *ELL Student Plan*s for 32 students were not available at the time of our examination and could not be subsequently located. We also noted that the parents of one of the students were not notified of the student's ESOL placement until after the October 2023 reporting survey period. We propose the following adjustment:

101 Basic K-3	16.3910	
102 Basic 4-8	5.1949	
130 ESOL	(21.5859)	.0000

49. [Ref. 167171/75/76] Three teachers taught Language Arts and Reading to classes that included ELL students but were not approved by the School Board to teach these students out of field in ESOL. We also noted that the students' parents were not notified of the teachers' out-of-field status. We propose the following adjustments:

Ref. 167171		
101 Basic K-3	4.8105	
130 ESOL	(4.8105)	.0000
Ref. 167175		
101 Basic K-3	2.2538	
130 ESOL	(2.2538)	.0000
Ref. 167176		
101 Basic K-3	1.3915	
130 ESOL	(1.3915)	.0000

50. [Ref. 167173] One teacher did not hold a valid Florida teaching certificate and was not otherwise qualified to teach. We propose the following adjustment:

101 Basic K-3	5.3051	
130 ESOL	(5.3051)	.0000

Findings		Proposed Net Adjustments (Unweighted FTE)

Robert C. Markham Elementary School (#1671) (Continued)

51. [Ref. 167177/78] Two teachers were not properly certified and were not approved by the School Board to teach out of field. The teachers were certified in Elementary Education but taught Intensive Reading Intervention (Tier 3) courses that required certification in Reading. In addition, the students' parents were not notified of the teachers' out-of-field status. We propose the following adjustments:

Ref. 167177		
102 Basic 4-8	.3080	
130 ESOL	(.3080)	.0000
Ref. 167178		
102 Basic 4-8	.0800	
130 ESOL	(.0800)	.0000
		.0000

Coconut Creek High School (#1681)

52. [Ref. 168101] *ELL Student Plan*s for 25 students were not available at the time of our examination and could not be subsequently located. In addition, 1 of the students was not in attendance during the February 2024 reporting survey period. We also noted that an ELL Committee was not convened within 30 days prior to 4 students' DEUSS anniversary dates to consider the students' continued ESOL placement beyond 3 years from each student's DEUSS, that the English language proficiency of 1 of these students was not assessed, and that the ELL Committee meeting form for 1 student was not signed. Lastly, the parents of 2 students were not notified of the students' ESOL placement. We propose the following adjustment:

103 Basic 9-12	14.2083	
130 ESOL	(14.5083)	(.3000)

53. [Ref. 168102] Seven students (two students in our Basic test, one student in our Basic with ESE Services test, and four students in our ESE Support Levels 4 and 5 test) were not in attendance at least one day of the 11-day reporting survey period. We also noted that one of these students was not reported in accordance with the student's Matrix of Services form. We propose the following adjustment:

103 Basic 9-12	(.5250)	
113 Grades 9-12 with ESE Services	.2702	
130 ESOL	(.3750)	
254 ESE Support Level 4	(2.1202)	
255 ESE Support Level 5	(.7700)	
300 Career Education 9-12	(.2750)	(3.7950)

Findings		Proposed Net Adjustments (Unweighted FTE)
Coconut Creek High School (#1681) (Continued)		
54. [Ref. 168170/71] Two teachers taught English (Ref. 168171) and basic subject area (Ref. 168170) courses that included ELL students but had earned none of the 60 in-service training points in ESOL strategies required by SBE Rules 6A-1.0503 and 6A-6.0907, FAC, and the teachers' in-service training timelines. We propose the following adjustments:		
Ref. 168170		
103 Basic 9-12	2.1921	
130 ESOL	(2.1921)	
Ref. 168171		
103 Basic 9-12	.1250	
130 ESOL	(.1250)	.0000
55. [Ref. 168172] One teacher was not properly certified and was not approved by the School Board to teach out of field. The teacher was certified in Biology but taught courses that required certification in Chemistry. In addition, the students' parents were not notified of the teacher's out-of-field status. We propose the following adjustment:		
103 Basic 9-12	1.3622	
130 ESOL	(1.3622)	.0000
56. [Ref. 168173] One teacher was not properly certified and was not approved by the School Board to teach out of field. The teacher held an exchange teacher certificate with the subject field of Special Education but taught courses that required certification in English and ESOL. In addition, the students' parents were not notified of the teacher's out-of-field status. We propose the following adjustment:		
103 Basic 9-12	.7500	
130 ESOL	(.7500)	.0000
		(4.0950)
Deerfield Beach High School (#1711)		
57. [Ref. 171101] *ELL Student Plan*s for six students were not available at the time of our examination and could not be subsequently located. We also noted that the English language proficiency for one of these students was not assessed and an ELL Committee was not convened within 30 school days prior to the student's DEUSS anniversary date to consider the student's continued ESOL placement beyond 3 years from the student's DEUSS. We propose the following adjustment:		
103 Basic 9-12	4.2846	
130 ESOL	(4.2846)	.0000

Findings			Proposed Net Adjustments (Unweighted FTE)
Deerfield Beach High School (#1711) (Continued)			
58. [Ref. 171102] We noted the IEP and *Matrix of Services* forms for two ESE students were not available at the time of our examination and could not be subsequently located (one student) or the student was not reported in accordance with their *Matrix of Services* form (one student). We propose the following adjustment:			
	103	Basic 9-12	.5002	
	254	ESE Support Level 4	.4998	
	255	ESE Support Level 5	(1.0000)	.0000
59. [Ref. 171170] One teacher taught a Reading course that included ELL students but was not approved by the School Board to teach these students out of field in Reading or ESOL. In addition, the teacher had earned none of the 60 in-service training points in ESOL strategies required by SBE Rules 6A-1.0503 and 6A-6.0907, FAC, and the teacher's in-service training timeline. We propose the following adjustment:			
	103	Basic 9-12	2.6443	
	130	ESOL	(2.6443)	.0000
60. [Ref. 171171] One teacher was not properly certified and was not approved by the School Board to teach out of field. The teacher was certified in Middle Grades Math (Math C) but taught courses that required certification in Math 6-12 (Math 1). In addition, the students' parents were not notified of the teacher's out-of-field status. We propose the following adjustment:			
	103	Basic 9-12	2.1318	
	130	ESOL	(2.1318)	.0000
				.0000
Boyd H. Anderson High School (#1741)			
61. [Ref. 174102] An ELL Committee was not convened for one ELL student within 30 school days prior to the student's DEUSS anniversary date to consider the student's continued ESOL placement beyond 3 years from the student's DEUSS. We propose the following adjustment:			
	103	Basic 9-12	.8572	
	130	ESOL	(.8572)	.0000

Findings			Proposed Net Adjustments (Unweighted FTE)
Boyd H. Anderson High School (#1741) (Continued)			
62. [Ref. 174103] Three ESE students were not reported in accordance with the students' *Matrix of Services* forms. We propose the following adjustment:			
	113 Grades 9-12 with ESE Services	2.5003	
	254 ESE Support Level 4	(2.5003)	.0000
63. [Ref. 174170] One teacher was not properly certified and was not approved by the School Board to teach out of field. The teacher was certified in Biology but taught courses that required certification in Chemistry. In addition, the students' parents were not notified of the teacher's out-of-field status. We propose the following adjustment:			
	103 Basic 9-12	.4998	
	130 ESOL	(.4998)	.0000
64. [Ref. 174171] One teacher taught a basic subject area course that included ELL students but had earned none of the 60 in-service training points in ESOL strategies required by SBE Rule 6A-6.0907, FAC, and the teacher's in-service training timeline. We propose the following adjustment:			
	103 Basic 9-12	1.4088	
	130 ESOL	(1.4088)	.0000
65. [Ref. 174174/75] Our testing of teacher qualifications disclosed that two teachers did not hold valid Florida teaching certificates. School records indicated that the teachers were hired as substitutes; however, our review of the teachers' classroom placements indicated that the teachers were not assigned to fill in for an absent teacher (i.e., in a limited temporary role) but were instead hired to fill an open teacher vacancy providing direct instructional services to students.			
Sections 1010.215(1)(c) and 1012.01(2), Florida Statutes, provide that instructional personnel consists of classroom teachers, including substitutes, and means any K-12 staff member whose functions provide direct support in the learning process of students. Classroom teachers, including substitute teachers, are staff members assigned the professional activity of instructing students in courses in classroom situations, including basic instruction, ESE, career education, and adult education.			
Further, Section 1012.55(1)(b), Florida Statutes, indicates that each person employed or occupying a position, such as a teacher or other position in which the employee serves in an instructional capacity, in any public school of any district of this State shall hold the certificate required by laws and SBE rules in fulfilling the requirements of the law for the			

(*Finding Continues on Next Page*)

Findings		Proposed Net Adjustments (Unweighted FTE)
Boyd H. Anderson High School (#1741) (Continued)		
type of service rendered. Such positions include personnel providing direct instruction to students through a virtual environment or through a blended virtual and physical environment.		
Since the teachers provided direct instructional services, did not hold any certification, and were not otherwise qualified to teach, we propose the following adjustments:		
Ref. 174174		
103 Basic 9-12	2.9941	
130 ESOL	(2.9941)	.0000
Ref. 174175		
103 Basic 9-12	2.1271	
130 ESOL	(2.1271)	.0000
		.0000
Mirror Lake Elementary School (#1841)		
66. [Ref. 184101] *ELL Student Plan*s for 13 students were not available at the time of our examination and could not be subsequently located. In addition, the parents of 2 students were not notified of the students' ESOL placement until October 16, 2023, which was after the October 2023 reporting survey period. We propose the following adjustment:		
101 Basic K-3	4.1849	
102 Basic 4-8	1.6736	
130 ESOL	(5.8585)	.0000
67. [Ref. 184102] Six ESE students were not reported in accordance with the students' *Matrix of Services* forms. We propose the following adjustment:		
111 Grades K-3 with ESE Services	1.0000	
254 ESE Support Level 4	1.9994	
255 ESE Support Level 5	(2.9994)	.0000
68. [Ref. 184171] One teacher taught Reading, Language Arts, and basic subject area courses that included ELL students but had earned none of the 120 or 60 in-service training points in ESOL strategies required by SBE Rules 6A-1.0503 and 6A-6.0907, FAC, and the teacher's in-service training timeline. We propose the following adjustment:		
101 Basic K-3	2.0470	
130 ESOL	(2.0470)	.0000

Findings		Proposed Net Adjustments (Unweighted FTE)
Mirror Lake Elementary School (#1841) (Continued)		
69. [Ref. 184173] One teacher taught Language Arts to a class that included an ELL student but was not approved by the School Board to teach this student out of field in ESOL. In addition, the teacher, who also taught basic subject area classes that included ELL students, had earned none of the 300 or 60 in-service training points in ESOL strategies required by SBE Rules 6A-1.0503 and 6A-6.0907, FAC, and the teacher's in-service training timeline. We propose the following adjustment:		
101 Basic K-3	.8095	
130 ESOL	(.8095)	.0000
		.0000
Park Ridge Elementary School (#1951)		
70. [Ref. 195102] *ELL Student Plan*s for two students were not developed until October 16, 2023, which was after the October 2023 reporting survey period. We also noted one student's parents were not notified of the student's ESOL placement until after the October 2023 reporting survey period. We propose the following adjustment:		
101 Basic K-3	.7212	
130 ESOL	(.7212)	.0000
71. [Ref. 195170] One teacher was approved to teach Elementary Education out of field in a prior year but had earned none of the 6 hours of college credit toward certification in Elementary Education required by SBE Rule 6A-1.0503, FAC. In addition, the students' parents were not notified of the teacher's out-of-field status. We propose the following adjustment:		
102 Basic 4-8	5.4238	
130 ESOL	(5.4238)	.0000
72. [Ref. 195172/73] Two teachers taught Language Arts courses that included ELL students but were not approved by the School Board to teach these students out of field in ESOL. In addition, one of the teachers (Ref. 195173), who also taught basic subject area courses that included ELL students, had earned none of the 240 or 60 in-service training points required by SBE Rules 6A-1.0503 and 6A-6.0907, FAC, and the teacher's in-service training timeline. We propose the following adjustments:		
Ref. 195172		
101 Basic K-3	2.4752	
130 ESOL	(2.4752)	.0000

Findings		Proposed Net Adjustments (Unweighted FTE)
Park Ridge Elementary School (#1951) (Continued)		
Ref. 195173		
101 Basic K-3	3.5196	
130 ESOL	(3.5196)	.0000

73. [Ref. 195174] One teacher was not properly certified and was not approved by the School Board to teach out of field. The teacher held an exchange teacher certificate with the subject field of Math but taught courses that required certification in Elementary Education and ESOL. In addition, the students' parents were not notified of the teacher's out-of-field status. We propose the following adjustment:

101 Basic K-3	2.6930	
130 ESOL	(2.6930)	.0000
		.0000

Pasadena Lakes Elementary School (#2071)

74. [Ref. 207102] *ELL Student Plans* for five ELL students were not available at the time of our examination and could not be subsequently located. We propose the following adjustment:

101 Basic K-3	2.6936	
102 Basic 4-8	.7696	
130 ESOL	(3.4632)	.0000

75. [Ref. 207170/73] Two teachers taught Language Arts classes that included ELL students but had earned none of the 300 in-service training points in ESOL strategies required by SBE Rule 6A-1.0503, FAC, and the teachers' in-service training timelines. We propose the following adjustments:

Ref. 207170		
102 Basic 4-8	3.9236	
130 ESOL	(3.9236)	.0000
Ref. 207173		
102 Basic 4-8	1.4959	
130 ESOL	(1.4959)	.0000

76. [Ref. 207171] One teacher taught Language Arts to a class that included ELL students but was not approved by the School Board to teach these students out of field in ESOL. We propose the following adjustment:

101 Basic K-3	1.8468	
130 ESOL	(1.8468)	.0000

Findings			Proposed Net Adjustments (Unweighted FTE)
Pasadena Lakes Elementary School (#2071) (Continued)			
77. [Ref. 207172] One teacher was not properly certified and was not approved by the School Board to teach Elementary Education out of field until January 23, 2024, which was after the October 2023 reporting survey period. The teacher was certified in ESE but taught courses that required certification in Elementary Education. We propose the following adjustment:			
	101 Basic K-3	1.9457	
	102 Basic 4-8	1.3070	
	254 ESE Support Level 4	(3.2527)	.0000
			.0000
Western High School (#2831)			
78. [Ref. 283103] Seven ESE students were not reported in accordance with the students' *Matrix of Services* forms. We propose the following adjustment:			
	113 Grades 9-12 with ESE Services	5.4998	
	254 ESE Support Level 4	(6.4998)	
	255 ESE Support Level 5	1.0000	.0000
79. [Ref. 283104] The *Matrix of Services* form for one ESE student was not available at the time of our examination and could not be subsequently located. We propose the following adjustment:			
	113 Grades 9-12 with ESE Services	1.0000	
	254 ESE Support Level 4	(1.0000)	.0000
80. [Ref. 283105] During the course of our examination, school management indicated that previous staff members had not always properly completed Idea Oral Language Proficiency tests (IPT) during the testing process either by not filling in the answers provided by students or by not evaluating the students' responses and calculating a final score. We were provided the names of 17 ELL students (none in our test) and reviewed the IPT assessments for each of these students. We identified 15 of the 17 students for whom the assessment was not properly completed; consequently, we were unable to determine the students' English language proficiency level based on this testing instrument. We did note that 12 of the 15 students with improperly completed IPT assessments had also been properly assessed with alternative testing instruments; therefore, we present this disclosure finding with no proposed adjustment for these 12 students.			

(*Finding Continues on Next Page*)

Findings		Proposed Net Adjustments (Unweighted FTE)

Western High School (#2831) (Continued)

For the 3 students who were not alternatively assessed, we noted that the students' English proficiency was not assessed within 30 school days prior to the students' DEUSS anniversary dates to support the students' continued ESOL placements beyond 3 years from each student's DEUSS. In addition, 1 of the students scored proficient on the English language assessment. We propose the following adjustment for the 4 students:

103 Basic 9-12	1.7517	
130 ESOL	(1.7517)	.0000

81. [Ref. 283170] One teacher did not hold a valid Florida teaching certificate and was not otherwise qualified to teach. We propose the following adjustment:

103 Basic 9-12	.8337	
130 ESOL	(.8337)	.0000

82. [Ref. 283171] One teacher was not properly certified and was not approved by the School Board to teach out of field. The teacher held a District-issued certificate in Horticulture but taught courses that required certification in Agriculture. We propose the following adjustment:

103 Basic 9-12	33.7825	
254 ESE Support Level 4	(.1428)	
300 Career Education 9-12	(33.6397)	.0000

83. [Ref. 283172] One teacher taught basic subject area courses that included ELL students but had earned none of the 60 in-service training points in ESOL strategies required by SBE Rule 6A-6.0907, FAC, and the teacher's in-service training timeline. We propose the following adjustment:

103 Basic 9-12	2.7272	
130 ESOL	(2.7272)	.0000
		.0000

Quiet Waters Elementary School (#3121)

84. [Ref. 312101] *ELL Student Plan*s for 24 students were not available at the time of our examination and could not be subsequently located. In addition, the parents of 1 student were not notified of the student's ESOL placement until October 18, 2023, which was after the October 2023 reporting survey period. We propose the following adjustment:

Findings		Proposed Net Adjustments (Unweighted FTE)
Quiet Waters Elementary School (#3121) (Continued)		
101 Basic K-3	14.9625	
102 Basic 4-8	5.1300	
130 ESOL	(20.0925)	.0000

85. [Ref. 312102] One ESE student was not reported in accordance with the student's *Matrix of Services* form. We propose the following adjustment:

111 Grades K-3 with ESE Services	.5000	
254 ESE Support Level 4	(.5000)	.0000

86. [Ref. 312170] Our testing of teacher qualifications disclosed that one teacher did not hold a valid Florida teaching certificate. School records indicated that the teacher was hired as a substitute; however, our review of the teacher's classroom placement indicated that the teacher was not assigned to fill in for an absent teacher (i.e., in a limited temporary role) but was instead hired to fill an open teacher vacancy providing direct instructional services to students.

Sections 1010.215(1)(c) and 1012.01(2), Florida Statutes, provide that instructional personnel consists of classroom teachers, including substitutes, and means any K-12 staff member whose functions provide direct support in the learning process of students. Classroom teachers, including substitute teachers, are staff members assigned the professional activity of instructing students in courses in classroom situations, including basic instruction, ESE, career education, and adult education.

Further, Section 1012.55(1)(b), Florida Statutes, indicates that each person employed or occupying a position, such as a teacher or other position in which the employee serves in an instructional capacity, in any public school of any district of this State shall hold the certificate required by laws and SBE rules in fulfilling the requirements of the law for the type of service rendered. Such positions include personnel providing direct instruction to students through a virtual environment or through a blended virtual and physical environment.

Since the teacher provided direct instructional services, did not hold any certification, and was not otherwise qualified to teach, we propose the following adjustment:

101 Basic K-3	4.5023	
130 ESOL	(4.5023)	.0000
		.0000

Findings		Proposed Net Adjustments (Unweighted FTE)

Indian Ridge Middle School (#3471)

87. [Ref. 347101] *ELL Student Plan*s for 21 students were either not available at the time of our examination and could not be subsequently located (9 students) or were not completed until after the October 2023 reporting survey period (12 students). We also noted that for 1 student, who was assessed English language proficient on both the ACCESS for ELLs (Assessing Comprehension and Communication in English State-to-State for English Language Learners) and FAST in Reading assessments, an ELL Committee was not convened by October 1 to consider the students' continued ESOL placement beyond 3 years from the student's DEUSS, and was not exited from the ESOL Program until March 16, 2024, which was after the reporting survey periods. In addition, the parents of 1 student were not notified of the student's ESOL placement until January 31, 2024, which was after the October 2023 reporting survey period. We propose the following adjustment:

102 Basic 4-8	10.7457	
130 ESOL	(10.7457)	.0000

88. [Ref. 347170] One teacher was not properly certified and was not approved by the School Board to teach out of field. The teacher was certified in Social Science but taught courses that required certification in English, Reading, and ESOL. In addition, the students' parents were not notified of the teacher's out-of-field status. We propose the following adjustment:

102 Basic 4-8	17.4858	
130 ESOL	(17.4858)	.0000

89. [Ref. 347171] One teacher taught basic subject area courses that included ELL students but had earned none of the 60 in-service training points in ESOL strategies required by SBE Rule 6A-6.0907, FAC, and the teacher's in-service training timeline. We propose the following adjustment:

102 Basic 4-8	1.5046	
130 ESOL	(1.5046)	.0000
		.0000

Tradewinds Elementary School (#3481)

90. [Ref. 348104] Two ESE students were not in membership and attendance during the October 2023 reporting survey period and should not have been reported for FEFP funding. We propose the following adjustment:

254 ESE Support Level 4	(.7939)	(.7939)

Findings			Proposed Net Adjustments (Unweighted FTE)
Tradewinds Elementary School (#3481) (Continued)			
91. [Ref. 348105] The *ELL Student Plan* for one student was not developed until December 15, 2023, which was after the October 2023 reporting survey period. We propose the following adjustment:			
	102 Basic 4-8	.4184	
	130 ESOL	(.4184)	.0000
92. [Ref. 348106] One ESE student was not reported in accordance with the student's *Matrix of Services* form. We propose the following adjustment:			
	111 Grades K-3 with ESE Services	1.0000	
	254 ESE Support Level 4	(1.0000)	.0000
93. [Ref. 348170/72] Two teachers were not properly certified and were not approved by the School Board to teach out of field. One of the teachers (Ref. 348170) was certified in ESE and the other teacher (Ref. 348172) held an Exchange teacher certificate with the subject field of Special Education, but both teachers taught courses that required certification in Elementary Education. In addition, the students' parents were not notified of the teachers' out-of-field status. We propose the following adjustments:			
	Ref. 348170		
	101 Basic K-3	1.1351	
	254 ESE Support Level 4	(1.1351)	.0000
	Ref. 348172		
	101 Basic K-3	.0909	
	102 Basic 4-8	1.5374	
	254 ESE Support Level 4	(1.6283)	.0000
94. [Ref. 348171] One teacher taught Language Arts to a class that included ELL students but was not approved by the School Board to teach these students out of field in ESOL. In addition, the students' parents were not notified of the teacher's out-of-field status. We propose the following adjustment:			
	101 Basic K-3	3.3837	
	130 ESOL	(3.3837)	.0000
			(.7939)
Lakeside Elementary School (#3591)			
95. [Ref. 359102] One ESE student was not reported in accordance with the student's *Matrix of Services* form. We propose the following adjustment:			

Findings		Proposed Net Adjustments (Unweighted FTE)
Lakeside Elementary School (#3591) (Continued)		
111 Grades K-3 with ESE Services	1.0000	
254 ESE Support Level 4	(1.0000)	.0000

96. [Ref. 359103/04] The IEPs for four ESE students (one in our Basic with ESE Services test and three in our ESE Support Levels 4 and 5 test) were not available at the time of our examination and could not be subsequently located. We propose the following adjustments:

Ref. 359103		
101 Basic K-3	1.4999	
254 ESE Support Level 4	(1.4999)	.0000
Ref. 359104		
101 Basic K-3	.4999	
111 Grades K-3 with ESE Services	(.4999)	.0000
		.0000

Cypress Bay High School (#3623)

97. [Ref. 362303] The EP for one ESE student was not signed by the student's parents, and documentation was not provided to support that the parents were invited to the EP meeting. We propose the following adjustment:

103 Basic 9-12	.3000	
113 Grades 9-12 with ESE Services	(.3000)	.0000

98. [Ref. 362305] The *ELL Student Plan* for one student was not developed and the student's parents were not notified of the student's ESOL placement until October 18, 2023, which was after the October 2023 reporting survey period. We propose the following adjustment:

103 Basic 9-12	.3570	
130 ESOL	(.3570)	.0000

99. [Ref. 362306] The FTE for one ESE student was incorrectly reported in ESE Support Level 5 based on the student's placement in the Hospital and Homebound Program. The student was provided both on-campus instruction and homebound instruction; however, the on-campus portion of the student's schedule should have been reported in ESE Support level 4. We propose the following adjustment:

254 ESE Support Level 4	.9640	
255 ESE Support Level 5	(.9640)	.0000

Findings		Proposed Net Adjustments (Unweighted FTE)

Cypress Bay High School (#3623) (Continued)

100. [Ref. 362307] One student was incorrectly reported in the ESOL Program. The student tested English language proficient on the initial placement assessment administered on January 9, 2023, as well as the FAST in Reading Assessment administered on May 1, 2023, and an ELL Committee was not convened to consider the student's continued ESOL placement. We propose the following adjustment:

103 Basic 9-12	.5712	
130 ESOL	(.5712)	.0000

101. [Ref. 362370] One teacher taught basic subject area courses that included ELL students but had earned none of the 60 in-service training points in ESOL strategies required by SBE Rule 6A-6.0907, FAC, and the teacher's in-service training timeline. We propose the following adjustment:

103 Basic 9-12	.8568	
130 ESOL	(.8568)	.0000
		.0000

Gator Run Elementary School (#3642)

102. [Ref. 364270/72] Two teachers taught Language Arts to classes that included ELL students but were not approved by the School Board to teach these students out of field in ESOL. In addition, the students' parents were not notified of the teacher's out-of-field status (Ref. 364270) or were not notified until October 17, 2023, (Ref. 364272) which was after the October 2023 reporting survey period. We propose the following adjustments:

Ref. 364270		
101 Basic K-3	2.9523	
130 ESOL	(2.9523)	.0000
Ref. 364272		
101 Basic K-3	3.4065	
130 ESOL	(3.4065)	.0000

103. [Ref. 364271/73] The parents of students taught by two out-of-field teachers were not notified of the teachers' out-of-field status in Elementary Education (Ref. 364273) and ESOL (Ref. 364271/73) until October 17, 2023, which was after the October 2023 reporting survey period. We propose the following adjustments:

Ref. 364271		
101 Basic K-3	.9084	
130 ESOL	(.9084)	.0000

Findings		Proposed Net Adjustments (Unweighted FTE)
Gator Run Elementary School (#3642) (Continued)		
Ref. 364273		
102 Basic 4-8	2.4522	
130 ESOL	(2.4522)	.0000
		.0000

Avant Garde Academy K-5 Broward (#5015) Charter School

104. [Ref. 501502] An ELL Committee for one student was not convened by October 1 to consider the student's continued ESOL placement beyond 3 years from the student's DEUSS. We propose the following adjustment:

101 Basic K-3	.3570	
130 ESOL	(.3570)	.0000

105. [Ref. 501503] The *ELL Student Plan* for one student was not developed until December 15, 2023, which was after the October 2023 reporting survey period. We propose the following adjustment:

101 Basic K-3	.3450	
130 ESOL	(.3450)	.0000

106. [Ref. 501504] One ELL student was not in attendance during the October 2023 reporting survey period and should not have been reported for FEFP funding. We propose the following adjustment:

101 Basic K-3	(.1430)	
130 ESOL	(.3570)	(.5000)

107. [Ref. 501570/72/74/75] Four teachers taught Language Arts, Reading, and basic subject area courses that included ELL students but had earned none of the required 240 (Ref. 501575) or 60 (Ref. 501570/72/74) in-service training points in ESOL strategies required by SBE Rules 6A-1.0503 and 6A-6.0907, FAC, and the teachers' in-service training timelines. We propose the following adjustments:

Ref. 501570		
102 Basic 4-8	7.4476	
130 ESOL	(7.4476)	.0000
Ref. 501572		
102 Basic 4-8	5.5157	
130 ESOL	(5.5157)	.0000
Ref. 510574		
102 Basic 4-8	3.9201	
130 ESOL	(3.9201)	.0000

Findings		Proposed Net Adjustments (Unweighted FTE)
Avant Garde Academy K-5 Broward (#5015) Charter School (Continued)		
Ref. 501575		
102 Basic 4-8	3.8538	
130 ESOL	(3.8538)	.0000

108. [Ref. 501571/73] The parents of students taught by two out-of-field teachers were not notified of the teachers' out-of-field status in Elementary Education (Ref. 501571) and ESOL (Ref. 501571/73). In addition, one teacher (Ref. 501573) had earned only 120 of the 180 in-service training points in ESOL strategies required by SBE Rule 6A-1.0503, FAC, and the teacher's in-service training timeline. We propose the following adjustments:

Ref. 501571		
101 Basic K-3	7.3791	
130 ESOL	(7.3791)	.0000
Ref. 501573		
101 Basic K-3	5.5845	
130 ESOL	(5.5845)	.0000

109. [Ref. 501576] One teacher was not properly certified and was not approved by the Charter School Board to teach out of field. The teacher was certified in Social Science but taught courses that required certification in Elementary Education. In addition, the students' parents were not notified of the teacher's out-of-field status. We propose the following adjustment:

101 Basic K-3	4.0999	
130 ESOL	(4.0999)	.0000
		(.5000)

Academic Solutions High School (#5028) Charter School

110. [Ref. 502801] The attendance for five students (two in our Basic test, one in our Basic with ESE Services test, and two in our ESOL test) could not be verified. Specifically, three students were not in attendance during the applicable reporting survey period, and the attendance records for two students were not available at the time of our examination and could not be subsequently located. We propose the following adjustment:

103 Basic 9-12	(1.4000)	
113 Grades 9-12 with ESE Services	(.4773)	
130 ESOL	(1.3000)	
300 Career Education 9-12	(.3000)	(3.4773)

Findings		Proposed Net Adjustments (Unweighted FTE)

Academic Solutions High School (#5028) Charter School (Continued)

111. [Ref. 502802] *ELL Student Plan*s for two students were not developed until February 13, 2024, and April 8, 2024, which was after the February 2024 reporting survey period. We also noted that an *ELL Committee* form was not signed documenting consideration of one of the student's continued ESOL placement beyond 3 years from the student's DEUSS, and the parents of the other student were not timely notified of their child's ESOL placement. We propose the following adjustment:

103 Basic 9-12	.5892	
130 ESOL	(.5892)	.0000

112. [Ref. 502870/72] Two teachers taught Intensive Reading to classes that included ELL students but were not approved by the Charter School Board to teach these students out of field in ESOL. We also noted that the students' parents were not notified of the teachers' out-of-field status. In addition, the teachers earned none of the 300 (Ref. 502870) or 180 (Ref. 502872) in-service training points in ESOL strategies required by SBE Rule 6A-1.0503, FAC, and the teachers' in-service training timelines. We propose the following adjustments:

Ref. 502870		
103 Basic 9-12	7.3619	
130 ESOL	(7.3619)	.0000
Ref. 502872		
103 Basic 9-12	5.2691	
130 ESOL	(5.2691)	.0000

113. [Ref. 502871] One teacher taught a basic subject area course that included ELL students but had earned none of the 60 in-service training points in ESOL strategies required by SBE Rule 6A-6.0907, FAC, and the teacher's in-service training timeline. We propose the following adjustment:

103 Basic 9-12	1.9000	
130 ESOL	(1.9000)	.0000
		(3.4773)

Imagine Charter School at Weston (#5111)

114. [Ref. 511101] One student was exited from the ESOL Program prior to the October 2023 reporting survey period and should not have been reported in ESOL. We propose the following adjustment:

Findings		Proposed Net Adjustments (Unweighted FTE)
Imagine Charter School at Weston (#5111) (Continued)		
102 Basic 4-8	.3125	
130 ESOL	(.3125)	.0000

115. [Ref. 511102] The English language proficiency of one ELL student was not assessed, and an ELL Committee was not convened within 30 school days prior to the student's DEUSS anniversary date to consider the student's continued ESOL placement beyond 3 years from the student's DEUSS. We propose the following adjustment:

101 Basic K-3	.4252	
130 ESOL	(.4252)	.0000

116. [Ref. 511170] One teacher taught Language Arts and basic subject area classes that included ELL students but had earned none of the 300 or 60 in-service training points in ESOL strategies required by SBE Rules 6A-1.0503 and 6A-6.0907, FAC, and the teacher's in-service training timeline. We propose the following adjustment:

102 Basic 4-8	.8338	
130 ESOL	(.8338)	.0000

117. [Ref. 511171/77] The parents of students taught by two out-of-field teachers were not notified of the teachers' out-of-field status in Elementary Education (Ref. 511171) or ESOL (Ref 511177). In addition, the teachers had earned none of the 240 (Ref. 511171) or 60 (Ref. 511177) in-service training points in ESOL strategies required by SBE Rules 6A-1.0503 and 6A-6.0907, FAC, and the teachers' in-service training timelines. We propose the following adjustments:

Ref. 511171		
101 Basic K-3	7.0873	
130 ESOL	(7.0873)	.0000
Ref. 511177		
101 Basic K-3	8.7549	
130 ESOL	(8.7549)	.0000

118. [Ref. 511172/74] Two teachers taught basic subject area courses that included ELL students but had earned none of the 60 in-service training points in ESOL strategies required by SBE Rule 6A-6.0907, FAC, and the teachers' in-service training timelines. We propose the following adjustments:

Ref. 511172		
102 Basic 4-8	.2500	
130 ESOL	(.2500)	.0000

Findings		Proposed Net Adjustments (Unweighted FTE)
Imagine Charter School at Weston (#5111) (Continued)		
Ref. 511174		
102 Basic 4-8	1.1875	
130 ESOL	(1.1875)	.0000

119. [Ref. 511173/75/78] Three teachers did not hold valid Florida teaching certificates and were not otherwise qualified to teach. We propose the following adjustments:

Ref. 511173		
102 Basic 4-8	1.6672	
130 ESOL	(1.6672)	.0000
Ref. 511175		
102 Basic 4-8	.6200	
130 ESOL	(.6200)	.0000
Ref. 511178		
102 Basic 4-8	.3700	
130 ESOL	(.3700)	.0000

120. [Ref. 511176] One teacher was not properly certified and was not approved by the Charter School Board to teach out of field. The teacher was certified in Elementary Education but taught a course that required certification in Math. In addition, the student's parents were not notified of the teacher's out-of-field status. We propose the following adjustment:

102 Basic 4-8	.1200	
130 ESOL	(.1200)	.0000
		.0000

City of Pembroke Pines Charter High School (#5121)

121. [Ref. 512170] Our testing of teacher qualifications disclosed that one teacher did not hold a valid Florida teaching certificate. School records indicated that the teacher was hired as a substitute; however, our review of the teacher's classroom placement indicated that the teacher was not assigned to fill in for an absent teacher (i.e., in a limited temporary role) but was instead hired to fill an open teacher vacancy providing direct instructional services to students.

Sections 1010.215(1)(c) and 1012.01(2), Florida Statutes, provide that instructional personnel consists of classroom teachers, including substitutes, and means any K-12 staff member whose functions provide direct support in the learning process of students. (*Finding Continues on Next Page*)

Findings	Proposed Net Adjustments (Unweighted FTE)

City of Pembroke Pines Charter High School (#5121) (Continued)

Classroom teachers, including substitute teachers, are staff members assigned the professional activity of instructing students in courses in classroom situations, including basic instruction, ESE, career education, and adult education.

Further, Section 1012.55(1)(b), Florida Statutes, indicates that each person employed or occupying a position, such as a teacher or other position in which the employee serves in an instructional capacity, in any public school of any district of this State shall hold the certificate required by laws and SBE rules in fulfilling the requirements of the law for the type of service rendered. Such positions include personnel providing direct instruction to students through a virtual environment or through a blended virtual and physical environment.

Since the student was already cited in Finding 122 (Ref. 512101) we present this disclosure finding with no proposed adjustment. .0000

122. [Ref. 512101] Two students were incorrectly reported in ESE Support Levels 4 and 5. The *Matrix of Services* form for one of the students in Grade 10 incorrectly included 13 special considerations points for PK students enrolled in the Hospital and Homebound program. The other student was not reported in accordance with the student's *Matrix of Services* form. We propose the following adjustment:

112	Grades 4-8 with ESE Services	.4999
113	Grades 9-12 with ESE Services	.5002
254	ESE Support Level 4	(.4999)
255	ESE Support Level 5	(.5002) .0000

123. [Ref. 512171] One teacher was not properly certified and was not approved by the Charter School Board to teach out of field. The teacher was certified in Art but taught a course that required certification in Computer Science. In addition, the students' parents were not notified of the teacher's out-of-field status. We propose the following adjustment:

103	Basic 9-12	3.0712
300	Career Education 9-12	(3.0712) .0000
		.0000

Findings		Proposed Net Adjustments (Unweighted FTE)
Somerset Academy Middle School (#5151) Charter School		
124. [Ref. 515170/71] Two teachers taught Middle/Junior Language Arts to classes that included ELL students but had not earned the required in-service training points in ESOL strategies (only 240 of the 300 [Ref. 515170] and none of the 120 [Ref. 515171]) required by SBE Rule 6A-1.0503, FAC, and the teachers' in-service training timelines. We propose the following adjustments:		
Ref. 515170		
102 Basic 4-8	1.9224	
130 ESOL	(1.9224)	.0000
Ref. 515171		
102 Basic 4-8	.6667	
130 ESOL	(.6667)	.0000
125. [Ref. 515172/74] Two teachers were not properly certified and were not approved by the Charter School Board to teach out of field. One teacher (Ref. 515172) was certified in Elementary Education, and one teacher (Ref. 515174) was certified in Biology, but both teachers taught courses that required certification in General Science. In addition, the students' parents were not notified of the teachers' out-of-field status. We propose the following adjustments:		
Ref. 515172		
102 Basic 4-8	.8458	
130 ESOL	(.8458)	.0000
Ref. 515174		
102 Basic 4-8	.3460	
130 ESOL	(.3460)	.0000
126. [Ref. 515175/76/78] Three teachers taught basic subject area courses that included ELL students but had earned none of the 60 in-service training points in ESOL strategies required by SBE Rule 6A-6.0907, FAC, and the teachers' in-service training timelines. We propose the following adjustments:		
Ref. 515175		
102 Basic 4-8	.9598	
130 ESOL	(.9598)	.0000
Ref. 515176		
102 Basic 4-8	.7920	
130 ESOL	(.7920)	.0000
Ref. 515178		
102 Basic 4-8	.1384	
130 ESOL	(.1384)	.0000

Findings		Proposed Net Adjustments (Unweighted FTE)
Somerset Academy Middle School (#5151) Charter School (Continued)		
127. [Ref. 515177] One teacher was not properly certified and was not approved by the Charter School Board to teach out of field. The teacher was certified in English but taught Intensive Reading Intervention (Tier 3) courses that included ELL students, requiring certification in Reading and ESOL. In addition, the students' parents were not notified of the teacher's out-of-field status. We propose the following adjustment:		
102 Basic 4-8	1.7031	
130 ESOL	(1.7031)	.0000
		.0000
Somerset Academy Elementary South Campus (#5263) Charter School		
128. [Ref. 526370] One teacher taught Language Arts and basic subject area courses that included ELL students but was not approved by the Charter School Board to teach these students out of field in ESOL. We also noted that the students' parents were not notified of the teacher's out-of-field status. In addition, the teacher had earned none of the 120 or 60 in-service training points in ESOL strategies required by SBE Rules 6A-1.0503 and 6A-6.0907, FAC, and the teacher's in-service training timeline. We propose the following adjustment:		
102 Basic 4-8	.3836	
130 ESOL	(.3836)	.0000
129. [Ref. 526371] One teacher did not hold a valid Florida teaching certificate and was not otherwise qualified to teach. We propose the following adjustment:		
102 Basic 4-8	.7921	
130 ESOL	(.7921)	.0000
		.0000
Somerset Arts Conservatory (#5396) Charter School		
130. [Ref. 539670/73] Two teachers taught basic subject area courses that included ELL students but had earned none of the 60 in-service training points in ESOL strategies required by SBE Rule 6A-6.0907, FAC, and the teachers' in-service training timelines. We propose the following adjustments:		
Ref. 539670		
103 Basic 9-12	.0692	
130 ESOL	(.0692)	.0000

Findings		Proposed Net Adjustments (Unweighted FTE)
Somerset Arts Conservatory (#5396) Charter School (Continued)		
Ref. 539673		
103 Basic 9-12	.0692	
130 ESOL	(.0692)	.0000

131. [Ref. 539671] One teacher did not hold a valid Florida teaching certificate and was not otherwise qualified to teach. We propose the following adjustment:

103 Basic 9-12	.9398	
300 Career Education 9-12	(.9398)	.0000

132. [Ref. 539672] One teacher taught Creative Writing to a class that included an ELL student but had earned none of the 60 in-service training points in ESOL strategies required by SBE Rule 6A-1.0503, FAC, and the teacher's in-service training timeline. We propose the following adjustment:

103 Basic 9-12	.1384	
130 ESOL	(.1384)	.0000

133. [Ref. 539674] Our testing of teacher qualifications disclosed that one teacher did not hold a valid Florida teaching certificate. School records indicated that the teacher was hired as a substitute; however, our review of the teacher's classroom placement indicated that the teacher was not assigned to assist a teacher (i.e., in a limited role) but was instead hired to fill an open teacher vacancy providing direct instructional services to students.

Sections 1010.215(1)(c) and 1012.01(2), Florida Statutes, provide that instructional personnel consists of classroom teachers, including substitutes, and means any K-12 staff member whose functions provide direct support in the learning process of students. Classroom teachers, including substitute teachers, are staff members assigned the professional activity of instructing students in courses in classroom situations, including basic instruction, ESE, career education, and adult education.

Further, Section 1012.55(1)(b), Florida Statutes, indicates that each person employed or occupying a position, such as a teacher or other position in which the employee serves in an instructional capacity, in any public school of any district of this State shall hold the certificate required by laws and SBE rules in fulfilling the requirements of the law for the type of service rendered. Such positions include personnel providing direct instruction to students through a virtual environment or through a blended virtual and physical environment.

(*Finding Continues on Next Page*)

Findings		Proposed Net Adjustments (Unweighted FTE)
Somerset Arts Conservatory (#5396) Charter School (Continued)		
Since the teacher provided direct instructional services, did not hold any certification, and was not otherwise qualified to teach, we propose the following adjustment:		
103 Basic 9-12	.0692	
130 ESOL	(.0692)	.0000
		.0000

Somerset Academy Elementary (Miramar Campus) (#5405) Charter School

134. [Ref. 540502/03] The English language proficiency of two ELL students was not assessed and an ELL Committee was not convened within 30 school days prior to the students' DEUSS anniversary dates to consider the students' continued ESOL placement beyond 3 years from each student's DEUSS. We also noted the *ELL Student Plan* for one student (Ref. 540502) was not available at the time of our examination and could not be subsequently located. We propose the following adjustments:

Ref. 540502		
102 Basic 4-8	.8504	
130 ESOL	(.8504)	.0000
Ref. 540503		
102 Basic 4-8	.4252	
130 ESOL	(.4252)	.0000

135. [Ref. 540570] One teacher taught Reading to classes that included ELL students but was not approved by the Charter School Board to teach these students out of field in ESOL. In addition, the teacher had earned none of the 180 in-service training points in ESOL strategies required by SBE Rule 6A-1.0503, FAC, and the teacher's in-service training timeline. We propose the following adjustment:

101 Basic K-3	.5336	
130 ESOL	(.5336)	.0000

136. [Ref. 540571] One teacher taught Language Arts and basic subject area courses that included ELL students but had earned none of the 180 or 60 in-service training points in ESOL strategies required by SBE Rules 6A-1.0503 and 6A-6.0907, FAC, and the teacher's in-service training timeline. We propose the following adjustment:

101 Basic K-3	7.6536	
130 ESOL	(7.6536)	.0000

Findings		Proposed Net Adjustments (Unweighted FTE)
Somerset Academy Elementary (Miramar Campus) (#5405) Charter School (Continued)		
137. [Ref. 540572] One teacher taught basic subject area courses that included ELL students but had earned none of the 60 in-service training points in ESOL strategies required by SBE Rule 6A-6.0907, FAC, and the teacher's in-service training timeline. We propose the following adjustment:		
102 Basic 4-8	.8670	
130 ESOL	(.8670)	.0000
		.0000
Baudhuin Oral School-Nova University (#5521) School		
138. [Ref. 552101] One ESE student was not reported in accordance with the student's *Matrix of Services* form. We propose the following adjustment.		
254 ESE Support Level 4	(.5000)	
255 ESE Support Level 5	.5000	.0000
		.0000
Broward Virtual Franchise (#7004)		
139. [Ref. 700401] A portion of the course schedule for one student in our Basic test was incorrectly reported in Basic 9-12. School records evidenced that a valid IEP supported the student's placement in an ESE Program; consequently, the student's entire schedule should have been reported in Grades 9-12 with ESE Services. We propose the following adjustment:		
103 Basic 9-12	(.0834)	
113 Grades 9-12 with ESE Services	.0834	.0000
140. [Ref. 700402] The FTE for one virtual education student in our Basic test was incorrectly reported. The *FTE General Instructions 2023-24* provide that virtual education courses not reported in progress during Surveys 2 or 3 must be completed prior to the end of the 180-day school year. The courses were only reported during the June 2024 reporting survey period based on the student's successful completion of the courses on June 18 and June 24, 2024; however, since the courses were not completed prior to the end of the District's 180-day school year on June 10, 2024, the courses were ineligible to be reported for FEFP funding for the 2023-24 school year. We propose the following adjustment:		
103 Basic 9-12	(.1428)	(.1428)
		(.1428)
Proposed Net Adjustment		**(11.7609)**

SCHEDULE E

FINDING CAUSES, RECOMMENDATIONS, AND REGULATORY CITATIONS
FULL-TIME EQUIVALENT STUDENT ENROLLMENT

FINDING CAUSES AND RECOMMENDATIONS

Broward County District School Board (District) management indicated that the issues identified in *SCHEDULE D* could be attributed to: (1) human error (Findings 2, 3, 5, 21, 30, 42, 45, 53, 58, 62, 67, 78, 84, 85, 92, 98, 114, and 115); (2) system error (Findings 2, 3, 4, 20, 26, 31, 37, 39, 43, 48, 52, 57, 61, 66, 70, 74, 87, 91, 97, 104, 105, and 106); (3) data entry error or an oversight (Findings 4, 7, 8, 9, 16, 40, 44, 95, 96, 99, 122, 134, 138, 139, and 140); (4) inadequate procedures (Findings 2, 22, 79, 80, 90, and 111); (5) lack of training (Findings 2, 3, 4, and 110); (6) programmatic issues or system lapses (Findings 6, 10, 11, 12, 13, 15, 18, 23, 27, 28, 33, 34, 35, 36, 41, 49, 50, 51, 55, 56, 59, 60, 63, 69, 71, 72, 73, 76, 77, 88, 93, 94, 100, 102, 103, 108, 109, 112, 117, 120, 123, 125, 127, 128, and 135); (7) lack of access to out-of-district records (Findings 17, 24, 29, 47, 54, 64, 68, 75, 83, 89, 101, 107, 113, 116, 118, 124, 126, 130, 132, 136, and 137); (8) shortage of teachers (Findings 14, 19, 46, 65, 86, 121, and 133); and (9) procedure lapses (Findings 1, 25, 32, 38, 81, 82, 119, 129, and 131).

We recommend that District management exercise more care and take corrective action, as appropriate, to ensure that: (1) *ELL Student Plan*s are timely prepared and dated, include the students' complete course schedules, are accurate concerning services or supports to be provided, and retained in readily accessible files; (2) the English language proficiency of students being considered for placement or continuation of their ESOL placement beyond 3 years from their accurately recorded DEUSS dates are appropriately assessed by October 1 if the students' DEUSS falls within the first 2 weeks of the school year, or within 30 school days prior to the students' DEUSS anniversary dates, and ELL Committees are timely convened subsequent to these assessments, and their recommendations are documented in writing and retained; (3) ELL student files contain proper documentation to support that parents are timely notified of their children's ESOL placement; (4) an ELL committee meets to determine the need for continued services for students assessed English language proficient; (5) ESE students are reported in accordance with the students' Matrix of Services forms that are timely completed, evidence review if applicable (i.e., are less than 3 years old), when students' IEPs are prepared or reviewed, and are retained in readily accessible files; (6) students are reported in the proper FEFP funding categories for the correct amount of FTE and documentation is retained to support that reporting; (7) students' EPs and IEPs are timely prepared, document the services to be provided and the participation of all required participants, including evidence that the students' parents were invited to participate; (8) only students who are enrolled and in attendance at least 1 day during the reporting survey period are reported for FEFP funding and documentation is retained to support this reporting; (9) student course schedules are reported in accordance with the schools' daily instructional and bell schedules; (10) attendance procedures are properly followed, and records are maintained in compliance with Florida Statutes, SBE rules, and the DOE's *Comprehensive Management Information System: Automated Student Attendance Recordkeeping System Handbook*; (11) principals certify attendance records attesting to their accuracy and completeness for each of the reporting survey periods; (12) students in Career Education 9-12 who participate in OJT are reported in accordance with timecards that are accurately completed, signed and

dated, or have clearly documented job search records, and all supporting job-related records are retained in readily accessible files; (13) only virtual education courses that are timely completed, including required end-of-course exams, by eligible students (i.e., verified Florida residents) are reported for FEFP funding and such completion is supported by readily accessible and accurate documentation; (14) teachers, including substitute teachers, serving in a role consistent with that of a classroom teacher as provided by Florida Statutes and SBE rules, are properly certified, or if not properly certified, are approved by the School Board or Charter School Board to teach out of field if eligible (i.e., hold a valid State certificate), and the students' parents are timely notified of a teacher's out-of-field assignment; (15) teachers earn the appropriate in-service training points or college credits as required by SBE Rules 6A-1.0503 and 6A-6.0907, FAC, in accordance with the teachers' in-service training timeline; and (16) Board Policy and the District form detailing this policy is specific and complete as it relates to teachers who are designated alternately in-field under Subject Area Expertise, and supporting documentation is properly completed and related to the assignment of the teacher and the subject that is being taught and the reasons for this designation.

The absence of statements in this report regarding practices and procedures followed by the District should not be construed as acceptance, approval, or endorsement of those practices and procedures. Additionally, the specific nature of this report does not limit or lessen the District's obligation to comply with all State requirements relating to the classification, assignment, and verification of the FTE student enrollment including teacher certification as reported under the FEFP.

REGULATORY CITATIONS

Reporting

Section 1007.271(21), Florida Statutes, *Dual Enrollment Programs*
Section 1011.60, Florida Statutes, *Minimum Requirements of the Florida Education Finance Program*
Section 1011.61, Florida Statutes, *Definitions*
Section 1011.62, Florida Statutes, *Funds for Operation of Schools*
SBE Rule 6A-1.0451, FAC, *Florida Education Finance Program Student Membership Surveys*
SBE Rule 6A-1.045111, FAC, *Hourly Equivalent to 180-Day School Year*
FTE General Instructions 2023-24

Attendance

Section 1003.23, Florida Statutes, *Attendance Records and Reports*
SBE Rule 6A-1.044(3) and (6)(c), FAC, *Pupil Attendance Records*
FTE General Instructions 2023-24
Comprehensive Management Information System: Automated Student Attendance Recordkeeping System Handbook

ESOL

Section 1003.56, Florida Statutes, *English Language Instruction for Limited English Proficient Students*
Section 1011.62(1)(g), Florida Statutes, *Education for Speakers of Other Languages*
SBE Rule 6A-6.0901, FAC, *Definitions Which Apply to Programs for English Language Learners*

SBE Rule 6A-6.0902, FAC, *Requirements for Identification, Eligibility, and Programmatic Assessments of English Language Learners*
SBE Rule 6A-6.09021, FAC, *Annual English Language Proficiency Assessment for English Language Learners (ELLs)*
SBE Rule 6A-6.09022, FAC, *Extension of Services in English for Speakers of Other Languages (ESOL) Program*
SBE Rule 6A-6.0903, FAC, *Requirements for Exiting English Language Learners from the English for Speakers of Other Languages Program*
SBE Rule 6A-6.09031, FAC, *Post Reclassification of English Language Learners (ELLs)*
SBE Rule 6A-6.0904, FAC, *Equal Access to Appropriate Instruction for English Language Learners*

Career Education On-The-Job Attendance

SBE Rule 6A-1.044(6)(c), FAC, *Pupil Attendance Records*

Career Education On-The-Job Funding Hours

FTE General Instructions 2023-24

Exceptional Education

Section 1003.57, Florida Statutes, *Exceptional Students Instruction*
Section 1011.62, Florida Statutes, *Funds for Operation of Schools*
Section 1011.62(1)(e), Florida Statutes, *Funding Model for Exceptional Student Education Programs*
SBE Rule 6A-6.03028, FAC, *Provision of Free Appropriate Public Education (FAPE) and Development of Individual Educational Plans for Students with Disabilities*
SBE Rule 6A-6.03029, FAC, *Development of Individualized Family Support Plans for Children with Disabilities Ages Birth Through Five Years*
SBE Rule 6A-6.0331, FAC, *General Education Intervention Procedures, Evaluation, Determination of Eligibility, Reevaluation and the Provision of Exceptional Student Education Services*
SBE Rule 6A-6.0334, FAC, *Individual Educational Plans (IEPs) and Educational Plans (EPs) for Transferring Exceptional Students*
SBE Rule 6A-6.03411, FAC, *Definitions, ESE Policies and Procedures, and ESE Administrators*
SBE Rule 6A-6.0361, FAC, *Contractual Agreements with Nonpublic Schools and Residential Facilities*
Matrix of Services Handbook (2017 Edition)

Teacher Certification

Section 1010.215(1)(c), Florida Statutes, *Educational Funding Accountability*
Section 1012.01(2)(a), Florida Statutes, *Definitions, Classroom Teachers*
Section 1012.42(2), Florida Statutes, *Teacher Teaching Out-of-Field; Notification Requirements*
Section 1012.55, Florida Statutes, *Positions for Which Certificates Required*
Section 1012.56, Florida Statutes, *Educator Certification Requirements*
SBE Rule 6A-1.0502, FAC, *Non-certificated Instructional Personnel*
SBE Rule 6A-1.0503, FAC, *Definition of Qualified Instructional Personnel*
SBE Rule 6A-4.001, FAC, *Instructional Personnel Certification*
SBE Rule 6A-4.0021, FAC, *Florida Teacher Certification Examinations*

SBE Rule 6A-6.0907, FAC, *Inservice Requirements for Personnel of Limited English Proficient Students*

Virtual Education

Section 1002.321, Florida Statutes, *Digital Learning*
Section 1002.37, Florida Statutes, *The Florida Virtual School*
Section 1002.45, Florida Statutes, *Virtual Instruction Programs*
Section 1002.455, Florida Statutes, *Student Eligibility for K-12 Virtual Instruction*
Section 1003.498, Florida Statutes, *School District Virtual Course Offerings*

Charter Schools

Section 1002.33, Florida Statutes, *Charter Schools*

NOTES TO SCHEDULES

NOTE A – SUMMARY
FULL-TIME EQUIVALENT STUDENT ENROLLMENT

A summary discussion of the significant features of the Broward County District School Board (District), the FEFP, the FTE, and related areas is provided below.

1. The District

The District was established pursuant to Section 1001.30, Florida Statutes, to provide public educational services for the residents of Broward County, Florida. Those services are provided primarily to PK through 12th-grade students and to adults seeking career education-type training. The District is part of the State system of public education under the general direction and control of the SBE. The geographic boundaries of the District are those of Broward County.

The governing body of the District is the District School Board that is composed of nine elected members. The executive officer of the Board is the appointed Superintendent of Schools. The District had 235 schools other than charter schools, 87 charter schools, 1 cost center, and 2 virtual education cost centers serving PK through 12th-grade students.

For the fiscal year ended June 30, 2024, State funding totaling $913.9 million was provided through the FEFP to the District for the District-reported 271,572.99 unweighted FTE as recalibrated, which included 49,722.82 unweighted FTE as recalibrated for charter schools. The primary sources of funding for the District are funds from the FEFP, local ad valorem taxes, and Federal grants and donations.

2. FEFP

Florida school districts receive State funding through the FEFP to serve PK through 12th-grade students (adult education is not funded by the FEFP). The FEFP was established by the Florida Legislature in 1973 to guarantee to each student in the Florida public school system, including charter schools, the availability of programs and services appropriate to the student's educational needs that are substantially equal to those available to any similar student notwithstanding geographic differences and varying local economic factors. To provide equalization of educational opportunity in Florida, the FEFP formula recognizes: (1) varying local property tax bases, (2) varying program cost factors, (3) district cost differentials, and (4) differences in per-student cost for equivalent educational programs due to sparsity and dispersion of student population.

3. FTE Student Enrollment

The funding provided by the FEFP is based on the numbers of individual students participating in particular educational programs. A numerical value is assigned to each student according to the student's hours and days of attendance in those programs. The individual student thus becomes equated to a numerical value known as an unweighted FTE student enrollment. For example, for PK through 3rd-grade, 1.0 FTE is defined as one student in membership in a program or a group of programs for 20 hours per week for 180 days; for grade levels 4 through 12, 1.0 FTE is defined as one student in membership in a program or a group of programs for 25 hours per week for 180 days. For brick and

mortar school students, one student would be reported as 1.0 FTE if the student was enrolled in six courses per day at 50 minutes per course for the full 180-day school year (i.e., six courses at 50 minutes each per day is 5 hours of class a day or 25 hours per week, which equates to 1.0 FTE). For virtual education students, one student would be reported as 1.0 FTE if the student has successfully completed six courses or credits or the prescribed level of content that counts toward promotion to the next grade. A student who completes less than six credits will be reported as a fraction of an FTE. Half-credit completions will be included in determining an FTE student enrollment. Credits completed by a student in excess of the minimum required for that student for graduation are not eligible for funding.

4. Recalibration of FTE to 1.0

School districts report all FTE student enrollment regardless of the 1.0 FTE cap. The DOE combines all FTE student enrollment reported for the student by all school districts, including the Florida Virtual School. The DOE then recalibrates all reported FTE student enrollment for each student to 1.0 FTE if the total reported FTE for the student exceeds 1.0 FTE. The FTE student enrollment reported by the DJJ for FTE student enrollment earned beyond the 180-day school year, FTE related to the Family Empowerment Scholarship Programs are not included in the recalibration to 1.0 FTE.

All FTE student enrollment is capped at 1.0 FTE except for the FTE student enrollment reported by the DJJ for students beyond the 180-day school year and FTE related to the Family Empowerment Scholarship Programs. However, if a student only has FTE student enrollment reported in one FTE membership survey of the 180-day school year (Survey 2 or Survey 3), the FTE student enrollment reported will be capped at .5000 FTE, even if FTE student enrollment is reported in Survey 1 or Survey 4, with the exception of FTE student enrollment reported by the DJJ for students beyond the 180-day school year and FTE related to Family Empowerment Scholarship Programs.

5. Calculation of FEFP Funds

The amount of State and local FEFP funds is calculated by the DOE by multiplying the number of unweighted FTE in each educational program by the specific cost factor of each program to obtain weighted FTEs. Weighted FTEs are multiplied by the base student allocation amount and that product is multiplied by the appropriate cost differential factor. Various adjustments are then added to obtain the total State and local FEFP dollars. All cost factors, the base student allocation amount, cost differential factors, and various adjustment figures are established by the Florida Legislature.

6. FTE Reporting Surveys

The FTE is determined and reported during the school year by means of four FTE membership surveys that are conducted under the direction of district and school management. Each survey is a determination of the FTE membership for a period of 1 week. The surveys for the 2023-24 school year were conducted during and for the following weeks at the applicable schools: Survey 1 was performed July 10 through 14, 2023; Survey 2 was performed October 9 through 13, 2023; Survey 3 was performed February 5 through 9, 2024; and Survey 4 was performed June 10 through 14, 2024.

7. Educational Programs

The FEFP funds ten specific programs under which instruction may be provided as authorized by the Florida Legislature. The general program titles under which these specific programs fall are: (1) Basic, (2) ESOL, (3) ESE, and (4) Career Education 9-12.

8. Statutes and Rules

The following statutes and rules are of significance to the administration of Florida public education:

Chapter 1000, Florida Statutes, *Early Learning-20 General Provisions*
Chapter 1001, Florida Statutes, *Early Learning-20 Governance*
Chapter 1002, Florida Statutes, *Student and Parental Rights and Educational Choices*
Chapter 1003, Florida Statutes, *Public K-12 Education*
Chapter 1006, Florida Statutes, *Support for Learning*
Chapter 1007, Florida Statutes, *Articulation and Access*
Chapter 1010, Florida Statutes, *Financial Matters*
Chapter 1011, Florida Statutes, *Planning and Budgeting*
Chapter 1012, Florida Statutes, *Personnel*
SBE Rules, Chapter 6A-1, FAC, *Finance and Administration*
SBE Rules, Chapter 6A-4, FAC, *Certification*
SBE Rules, Chapter 6A-6, FAC, *Special Programs I*

NOTE B – TESTING FTE STUDENT ENROLLMENT

Our examination procedures for testing provided for the selection of schools, students, and teachers using judgmental methods for testing the FTE student enrollment including teacher certification as reported under the FEFP to the DOE for the fiscal year ended June 30, 2024. Our testing process was designed to facilitate the performance of appropriate examination procedures to test the District's compliance with State requirements relating to the classification, assignment, and verification of the FTE student enrollment including teacher certification as reported under the FEFP. The following schools were selected for testing:

	School	Finding(s)
	Districtwide – Subject Area Expertise Designation	1
	Districtwide – Principals' Certification of Attendance Records	2
	Districtwide – Retention of Substitute Attendance Records	3
	Districtwide – Reporting of Bell Schedules	4
1.	Pompano Beach Middle School	5 and 6
2.	Gulfstream Academy of Hallandale Beach	7 through 12
3.	West Hollywood Elementary School	13 and 14
4.	Pompano Beach High School	15
5.	McArthur High School	16 through 19
6.	Dillard High 6-12	20 through 25
7.	Olsen Middle School	26 through 29
8.	Tedder Elementary School	30 through 34
9.	Meadowbrook Elementary School	35 and 36

10.	New River Middle School	37 and 38
11.	Stephen Foster Elementary School	39 through 41
12.	Peters Elementary School	42 through 47
13.	Robert C. Markham Elementary School	48 through 51
14.	Coconut Creek High School	52 through 56
15.	Deerfield Beach High School	57 through 60
16.	Boyd H. Anderson High School	61 through 65
17.	Mirror Lake Elementary School	66 through 69
18.	Park Ridge Elementary School	70 through 73
19.	Pasadena Lakes Elementary School	74 through 77
20.	Western High School	78 through 83
21.	Quiet Waters Elementary School	84 through 86
22.	Indian Ridge Middle School	87 through 89
23.	Tradewinds Elementary School	90 through 94
24.	Lakeside Elementary School	95 and 96
25.	Cypress Bay High School	97 through 101
26.	Gator Run Elementary School	102 and 103
27.	Avant Garde Academy K-5 Broward*	104 through 109
28.	Academic Solutions High School*	110 through 113
29.	Imagine Charter School at Weston*	114 through 120
30.	City of Pembroke Pines Charter High School*	121 through 123
31.	Somerset Academy Middle School*	124 through 127
32.	Somerset Academy Elementary South Campus*	128 and 129
33.	Somerset Arts Conservatory*	130 through 133
34.	Somerset Academy Elementary (Miramar Campus)*	134 through 137
35.	Baudhuin Oral School-Nova University	138
36.	Broward Virtual Franchise	139 and 140

* Charter School

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AUDITOR GENERAL
STATE OF FLORIDA

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111 West Madison Street
Tallahassee, Florida 32399-1450

Sherrill F. Norman, CPA
Auditor General

Phone: (850) 412-2722
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The President of the Senate, the Speaker of the
House of Representatives, and the
Legislative Auditing Committee

INDEPENDENT AUDITOR'S REPORT

Report on Student Transportation

We have examined the Broward County District School Board's (District's) compliance with State requirements relating to the classification, assignment, and verification of student transportation as reported under the Florida Education Finance Program for the fiscal year ended June 30, 2024. These requirements are found primarily in Chapter 1006, Part I, E. and Section 1011.68, Florida Statutes; State Board of Education Rules, Chapter 6A-3, Florida Administrative Code; and the *FTE General Instructions 2023-24* (*Appendix G*) issued by the Department of Education.

Management's Responsibility for Compliance

District management is responsible for the District's compliance with the aforementioned State requirements, including the design, implementation, and maintenance of internal control to prevent, or detect and correct, noncompliance due to fraud or error.

Auditor's Responsibility

Our responsibility is to express an opinion on the District's compliance with State requirements based on our examination. Our examination was conducted in accordance with attestation standards for a direct examination engagement established by the American Institute of Certified Public Accountants and the standards applicable to attestation engagements contained in *Government Auditing Standards* issued by the Comptroller General of the United States. Those standards require that we plan and perform the examination to obtain reasonable assurance about whether the classification, assignment, and verification of student transportation reported by the District under the Florida Education Finance Program complied with State requirements in all material respects.

An examination involves performing procedures to obtain evidence about whether the District complied with State requirements. The nature, timing, and extent of the procedures selected depend on our judgment, including an assessment of the risks of material noncompliance, whether due to fraud or error. We believe that the evidence we obtained is sufficient and appropriate to provide a reasonable basis for our opinion. Our examination does not provide a legal determination on the District's compliance with

State requirements. The legal determination of the District's compliance with these requirements is, however, ultimately the responsibility of the Department of Education.

We are required to be independent of the District and to meet our other ethical responsibilities, in accordance with relevant ethical requirements relating to our examination engagement.

An examination by its nature does not include a review of all records and actions of District management and staff and, as a consequence cannot be relied upon to identify all instances of noncompliance, fraud, waste, abuse, or inefficiency. Because of these limitations and the inherent limitations of internal control, an unavoidable risk exists that some material noncompliance may not be detected, even though the examination is properly planned and performed in accordance with attestation standards.

Opinion

In our opinion, the Broward County District School Board complied, in all material respects, with State requirements relating to the classification, assignment, and verification of student transportation as reported under the Florida Education Finance Program for the fiscal year ended June 30, 2024.

Other Reporting Required by *Government Auditing Standards*

In accordance with attestation standards established by *Government Auditing Standards*, we are required to report all deficiencies that are considered to be significant deficiencies or material weaknesses[8] in internal control; fraud and noncompliance with provisions of laws or regulations that have a material effect on the District's compliance with State requirements; and any other instances that warrant the attention of those charged with governance; noncompliance with provisions of contracts or grant agreements, and waste and abuse that has a material effect on the District's compliance with State requirements. We are also required to obtain and report the views of responsible officials concerning the findings, conclusions, and recommendations, as well as any planned corrective actions.

We performed our examination to express an opinion on the District's compliance with State requirements and not for the purpose of expressing an opinion on the District's related internal control over compliance with State requirements; accordingly, we express no such opinion. Our examination disclosed certain findings that are required to be reported under *Government Auditing Standards* and all findings, along with the views of responsible officials, are described in *SCHEDULE G* and *MANAGEMENT'S RESPONSE*, respectively. Because of its limited purpose, our examination would not necessarily identify all deficiencies in internal control over compliance that might be significant deficiencies or material weaknesses. The impact of this noncompliance with State requirements on the District's reported student transportation is presented in *SCHEDULES F* and *G*.

The District's written response to this examination has not been subjected to our examination procedures and, accordingly, we express no opinion on it.

[8] A significant deficiency is a deficiency or a combination of deficiencies in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance. A material weakness is a deficiency, or combination of deficiencies, in internal control such that there is a reasonable possibility that material noncompliance will not be prevented, or detected and corrected, on a timely basis.

Purpose of this Report

Pursuant to Section 11.45(4)(c), Florida Statutes, this report is a public record and its distribution is not limited. Attestation standards established by the American Institute of Certified Public Accountants require us to indicate that the purpose of this report is to provide an opinion on the District's compliance with State requirements. Accordingly, this communication is not suitable for any other purpose.

Respectfully submitted,



Sherrill F. Norman, CPA
Tallahassee, Florida
April 16, 2026

SCHEDULE F

POPULATIONS, TEST SELECTION, AND TEST RESULTS
STUDENT TRANSPORTATION

Any student who is transported by the Broward County District School Board (District) must meet one or more of the following conditions to be eligible for State transportation funding: live 2 or more miles from school, be classified as a student with a disability under IDEA or be a student with a parent enrolled in the Teenage Parent Program, be a Career Education 9-12 or an ESE student who is transported from one school center to another where appropriate programs are provided, or be on a route that meets the criteria for hazardous walking conditions specified in Section 1006.23(2), Florida Statutes. (See NOTE A1.)

As part of our examination procedures, we tested student transportation as reported to the DOE for the fiscal year ended June 30, 2024. (See NOTE B.) The population of vehicles (2,421) consisted of the total number of vehicles (buses, vans, or passenger cars) reported by the District for all reporting survey periods. For example, a vehicle that transported students during the July and October 2023 and February and June 2024 reporting survey periods would be counted in the population as four vehicles. Similarly, the population of students (121,608) consisted of the total number of funded students reported by the District as having been transported for all reporting survey periods. (See NOTE A2.) The District reported students in the following ridership categories:

Ridership Category	Number of Funded Students Transported
Teenage Parents and Infants	35
Hazardous Walking	1,701
IDEA – PK through Grade 12, Weighted	4,951
All Other FEFP Eligible Students	114,921
Total	121,608

Students with exceptions are students with exceptions affecting their ridership category. Students cited only for incorrect reporting of DIT, if any, are not included in our error-rate determination.

Our examination results are summarized below:

Description	Buses: Proposed Net Adjustment	Students: With Exceptions	Students: Proposed Net Adjustment
We noted that the reported number of buses in operation was overstated.	(4)	-	-
Our tests included 639 of the 121,608 students reported as being transported by the District.	-	48	(15)
In conjunction with our general tests of student transportation, we identified certain issues related to 50 additional students.	-	50	(34)
Totals	(4)	98	(49)

Our proposed net adjustment presents the net effect of noncompliance disclosed by our examination procedures. (See *SCHEDULE G*.)

The ultimate resolution of our proposed net adjustment and the computation of its financial impact is the responsibility of the DOE.

SCHEDULE G

FINDINGS AND PROPOSED ADJUSTMENTS
STUDENT TRANSPORTATION

Overview

Broward County District School Board (District) management is responsible for determining that student transportation as reported under the FEFP is in compliance with State requirements. These requirements are found primarily in Chapter 1006, Part I, E. and Section 1011.68, Florida Statutes; SBE Rules, Chapter 6A-3, FAC; and the *FTE General Instructions 2023-24 (Appendix G)* issued by the DOE. All noncompliance disclosed by our examination procedures is discussed below and requires management's attention and action as presented in *SCHEDULE H*.

Findings	Students Transported Proposed Net Adjustments

Our examination procedures included both general tests and detailed tests. Our general tests included inquiries concerning the District's transportation of students and verification that a bus driver's report existed for each bus reported in a survey period. Our detailed tests involved verification of the specific ridership categories reported for students in our tests from the July and October 2023 reporting survey periods and the February and June 2024 reporting survey periods. Adjusted students who were in more than one reporting survey period are accounted for by reporting survey period. For example, a student included in our tests twice (e.g., once for the October 2023 reporting survey period and once for the February 2024 reporting survey period) will be presented in our Findings as two test students.

1. [Ref. 51] Our general tests disclosed that 59,058 students were reported for an incorrect number of DIT (128 in the July 2023 reporting survey period and 58,930 in the October 2023 reporting survey period). In the July 2023 period, the students were reported for 4, 12, and 18 DIT rather than 15 DIT in accordance with the District's summer ESY instructional calendar. In the October 2023 period, 1 day of instruction was missed due to inclement weather and the students should have been reported for 89 DIT rather than 90 DIT. We propose the following adjustments:

July 2023 Survey	
18 Days in Term	
IDEA - PK through Grade 12, Weighted	(62)
All Other FEFP Eligible Students	(60)
15 Days in Term	
IDEA - PK through Grade 12, Weighted	68
All Other FEFP Eligible Students	60

Findings		Students Transported Proposed Net Adjustments
12 Days in Term		
IDEA - PK through Grade 12, Weighted	(5)	
4 Days in Term		
IDEA - PK through Grade 12, Weighted	(1)	
October 2023 Survey		
90 Days in Term		
Teenage Parents and Infants	(12)	
Hazardous Walking	(823)	
IDEA - PK through Grade 12, Weighted	(1,708)	
All Other FEFP Eligible Students	(56,387)	
89 Days in Term		
Teenage Parents and Infants	12	
Hazardous Walking	823	
IDEA - PK through Grade 12, Weighted	1,708	
All Other FEFP Eligible Students	56,387	0

2. [Ref. 52] Three students (one student in our test) were not enrolled in a District school during the October 2023 reporting survey period and should not have been reported for State transportation funding. We propose the following adjustment:

October 2023 Survey		
89 Days in Term		
All Other FEFP Eligible Students	(3)	(3)

3. [Ref. 53] Our general tests disclosed that 22 students were incorrectly reported in the Hazardous Walking ridership category. The Hazardous Walking ridership category is designated for elementary school students in grades K-6; however, the students were in grades 7 and 8. We noted that 16 of the students lived 2 miles or more from their assigned schools and were eligible for reporting in the All Other FEFP Eligible Students ridership category. The remaining 6 students were not otherwise eligible to be reported for State transportation funding. We propose the following adjustment:

February 2024 Survey		
90 Days in Term		
Hazardous Walking	(22)	
All Other FEFP Eligible Students	16	(6)

4. [Ref. 54] Our general tests disclosed that the number of buses in operation was overstated by four buses (two during the July 2023 reporting survey period and

(*Finding Continues on Next Page*)

Findings			Students Transported Proposed Net Adjustments
two during the June 2024 reporting survey period). Specifically, the bus driver reports for these buses were not available at the time of our examination and could not be subsequently located. Consequently, the ridership of 16 students reported on these buses was not supported. We propose the following adjustments:			
July 2023 Survey			
Number of Buses in Operation	(2)		
15 Days in Term			
IDEA - PK through Grade 12, Weighted		(8)	
All Other FEFP Eligible Students		(8)	(16)
June 2024 Survey			
Number of Buses in Operation	(2)		
	(4)		

5. [Ref. 55] Our general tests disclosed that seven students (one student in our test) were either not marked as riding the bus (one student) or were not listed on the bus driver report (six students) during the applicable reporting survey periods. We propose the following adjustments:

October 2023 Survey			
89 Days in Term			
IDEA - PK through Grade 12, Weighted		(1)	
All Other FEFP Eligible Students		(3)	
February 2024 Survey			
90 Days in Term			
All Other FEFP Eligible Students		(1)	
June 2024 Survey			
4 Days in Term			
IDEA - PK through Grade 12, Weighted		(1)	
All Other FEFP Eligible Students		(1)	(7)

6. [Ref. 56] Our general tests of student ridership disclosed that two students were incorrectly reported in the July 2023 (one student) and June 2024 (one student) reporting survey periods. Transportation records did not evidence that the students were enrolled in an ESY Program or in a nonresidential DJJ Program. We propose the following adjustments:

July 2023 Survey			
15 Days in Term			
All Other FEFP Eligible Students		(1)	

Findings		Students Transported Proposed Net Adjustments
June 2024 Survey		
4 Days in Term		
All Other FEFP Eligible Students	(1)	(2)

7. [Ref. 57] Eight students (seven in our test) were incorrectly reported in the July 2023 or June 2024 reporting survey periods. The students' IEPs did not indicate the need for ESY services; consequently, the students were not eligible for summer transportation funding. We propose the following adjustments:

July 2023 Survey		
15 Days in Term		
IDEA - PK through Grade 12, Weighted	(2)	
All Other FEFP Eligible Students	(4)	
June 2024 Survey		
4 Days in Term		
All Other FEFP Eligible Students	(2)	(8)

8. [Ref. 58] Seven students in our test were incorrectly reported in the IDEA – PK through Grade 12, Weighted ridership category. The students' IEPs did not indicate that the students met at least one of the five criteria required for reporting in a weighted ridership category. We determined that the students were otherwise eligible for reporting in the All Other FEFP Eligible Students ridership category. We propose the following adjustments:

July 2023 Survey		
15 Days in Term		
IDEA - PK through Grade 12, Weighted	(1)	
All Other FEFP Eligible Students	1	
February 2024 Survey		
90 Days in Term		
IDEA - PK through Grade 12, Weighted	(2)	
All Other FEFP Eligible Students	2	
June 2024 Survey		
4 Days in Term		
IDEA - PK through Grade 12, Weighted	(4)	
All Other FEFP Eligible Students	4	0

Findings		Students Transported Proposed Net Adjustments

9. [Ref. 59] Our general tests disclosed that one student was not eligible to be reported for State transportation funding. The student was enrolled in a residential DJJ Program and did not require transportation services. We propose the following adjustment:

October 2023 Survey		
89 Days in Term		
All Other FEFP Eligible Students	(1)	(1)

10. [Ref. 60] Two students in our test were incorrectly reported in the All Other FEFP Eligible Students ridership category. The students lived less than 2 miles from their assigned school and were not otherwise eligible for State transportation funding. We propose the following adjustment:

October 2023 Survey		
89 Days in Term		
All Other FEFP Eligible Students	(2)	(2)

11. [Ref. 61] Four students in our test were incorrectly reported in the All Other FEFP Eligible Students ridership category during the July 2023 or June 2024 reporting survey periods. The students were IDEA students identified as students with Specific Learning Disabilities, Language Impairment, and Speech Impairment; however, the students' IEPs did not indicate a requirement for State transportation services. The *FTE General Instructions 2023-24*, provides that K-12 students identified with Specific Learning Disabilities, Speech Impairment or Language Impairment who live fewer than 2 miles from their assigned schools are eligible for transportation services only if transportation services are required by the student's IEP. The students were not otherwise eligible for State transportation funding. We propose the following adjustments:

July 2023 Survey		
15 Days in Term		
All Other FEFP Eligible Students	(3)	
June 2024 Survey		
4 Days in Term		
All Other FEFP Eligible Students	(1)	(4)

12. [Ref. 62] Twenty-six students in our test were incorrectly reported in the Hazardous Walking ridership category. The students lived more than 2 miles from their assigned schools and should have been reported in the All Other FEFP Eligible Students ridership category. We propose the following adjustments:

Findings		Students Transported Proposed Net Adjustments
October 2023 Survey		
89 Days in Term		
Hazardous Walking	(9)	
All Other FEFP Eligible Students	9	
February 2024 Survey		
90 Days in Term		
Hazardous Walking	(17)	
All Other FEFP Eligible Students	17	0
Proposed Net Adjustment		**(49)**

SCHEDULE H

FINDING CAUSES, RECOMMENDATIONS, AND REGULATORY CITATIONS
STUDENT TRANSPORTATION

FINDING CAUSES AND RECOMMENDATIONS

Broward County District School Board (District) management indicated that the issues identified in *SCHEDULE G* could be attributed to: (1) data entry error (Finding 1); (2) system error (Findings 2, 9, 10, and 12); (3) an oversight (Findings 3, 5, and 8); (4) water damage (Finding 4); (5) incorrect coding (Findings 6 and 7); and (6) lack of proper procedure (Finding 11).

We recommend that District management exercise more care and take corrective action, as appropriate, to ensure that: (1) the number of DIT and buses in operation are accurately reported; (2) only those students who are documented as enrolled in school and recorded on bus driver reports as having been transported at least 1 day during the reporting survey period are reported for State transportation funding; (3) only Elementary school students whose walking route from home to school crosses a properly designated hazardous walking location are reported in the Hazardous Walking ridership category; (4) all bus driver reports documenting student ridership during the reporting survey periods are retained and ridership is accurately reported to the DOE for funding purposes; (5) only IDEA students whose IEPs document the need for ESY services or students in nonresidential DJJ Programs are reported for State transportation funding during the summer reporting surveys; (6) the IEPs of students who are reported in a weighted ridership category document at least one of the five criteria required for weighted classification and those IEPs are maintained in readily accessible files; (7) students enrolled in a residential DJJ program are not reported for State transportation funding; (8) the distance from home to school is verified prior to students being reported in the All Other FEFP Eligible Students ridership category based on living 2 miles or more from their assigned schools; (9) students receiving Specific Learning Disability, Speech Impaired, or Language Impaired services should not be reported for State transportation funding unless a specific need for transportation services is authorized in the student's IEP; and (10) only students who live less than 2 miles from the student's assigned school and whose path from home to school crosses an approved Hazardous Walking location are reported in the Hazardous Walking ridership category;

The absence of statements in this report regarding practices and procedures followed by the District should not be construed as acceptance, approval, or endorsement of those practices and procedures. Additionally, the specific nature of this report does not limit or lessen the District's obligation to comply with all State requirements relating to the classification, assignment, and verification of student transportation as reported under the FEFP.

REGULATORY CITATIONS

Section 1002.33, Florida Statutes, *Charter Schools*

Chapter 1006, Part I, E., Florida Statutes, *Transportation of Public K-12 Students*

Section 1011.68, Florida Statutes, *Funds for Student Transportation*

SBE Rules, Chapter 6A-3, FAC, *Transportation*

FTE General Instructions 2023-24 (Appendix G)

NOTES TO SCHEDULES

NOTE A - SUMMARY
STUDENT TRANSPORTATION

A summary discussion of the significant features of the Broward County District School Board (District) student transportation and related areas is provided below.

1. Student Eligibility

Any student who is transported by the District must meet one or more of the following conditions to be eligible for State transportation funding: live 2 or more miles from school, be classified as a student with a disability under IDEA or be a student with a parent enrolled in the Teenage Parent Program, be a Career Education 9-12 or an ESE student who is transported from one school center to another where appropriate programs are provided, or be on a route that meets the criteria for hazardous walking conditions specified in Section 1006.23(2), Florida Statutes.

2. Transportation in Broward County

For the fiscal year ended June 30, 2024, the District received $34.1 million for student transportation as part of the State funding through the FEFP. The District's student transportation reported by survey period was as follows:

Survey Period	Number of Vehicles	Number of Funded Students	Number of Courtesy Riders
July 2023	350	1,966	3,843
October 2023	869	58,930	2,221
February 2024	876	58,865	2,320
June 2024	326	1,847	1,637
Totals	2,421	121,608	10,021

3. Statutes and Rules

The following statutes and rules are of significance to the District's administration of student transportation:

Section 1002.33, Florida Statutes, *Charter Schools*
Chapter 1006, Part I, E., Florida Statutes, *Transportation of Public K-12 Students*
Section 1011.68, Florida Statutes, *Funds for Student Transportation*
SBE Rules, Chapter 6A-3, FAC, *Transportation*

NOTE B – TESTING
STUDENT TRANSPORTATION

Our examination procedures for testing provided for the selection of students using judgmental methods for testing student transportation as reported to the DOE for the fiscal year ended June 30, 2024. Our testing process was designed to facilitate the performance of appropriate examination procedures to test the District's compliance with State requirements relating to the classification, assignment, and verification of student transportation as reported under the FEFP.

Established 1915
BROWARD
County Public Schools

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The School Board of Broward County, Florida

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Dr. Jeff Holness, Vice Chair

Lori Alhadeff
Maura McCarthy Bulman
Adam Cervera, Esq.
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Nora Rupert
Rebecca Thompson
Dr. Allen Zeman

Dr. Howard Hepburn
Superintendent of Schools

April 16, 2026

Ms. Sherrill F. Norman, CPA
Auditor General
Claude Denson Pepper Building, Room 476A
111 West Madison Street
Tallahassee, Florida 32399-1450

Attn: Jacqueline Bell

Dear Auditor General Norman,

I acknowledge receipt of your correspondence dated March 17, 2026, and have carefully reviewed the report findings regarding compliance with state requirements related to the classification, assignment, and verification of full-time equivalent (FTE) student enrollment, including teacher certification, as reported under the Florida Education Finance Program (FEFP) for the fiscal year ending June 2024.

We recognize our responsibility to comply with state requirements governing the classification, assignment, and verification of FTE student enrollment, including teacher certification and student transportation, as reported under the FEFP. All relevant matters were reflected in the FTE student enrollment and student transportation data submitted to the Florida Department of Education.

Our responses to the recommendations, along with the corresponding corrective action plans, are provided below.

FTE Recommendations

Recommendation #1	ELL Students Plans are timely prepared and dated, including the students' complete course schedules, are accurate concerning services or supports to be provided, and retained in readily accessible files.
Findings	5, 8, 20, 30, 48, 57, 66, 74, 84, 87
Corrective Action	The Bilingual/ESOL Department will monitor the Ellevation dashboard monthly and send reminders to schools. Dashboards have been tailored to reflect individual school tasks for all compliance requirements. Ellevation has added a feature where the ELL plan cannot be closed until the "save" button has been submitted.

Recommendation #2	The English language proficiency of students being considered for placement or continuation of their ESOL placement beyond 3 years from their accurately recorded DEUSS dates are appropriately assessed by October 1 if the students' DEUSS falls within the first 2 weeks of the school year, or within 30 school days prior to the students' DEUSS anniversary dates, and ELL Committees are timely convened after these assessments, and their recommendations are documented in writing and retained;
Findings	31, 52, 80
Corrective Action	The district is adopting the WIDA online assessment which allows the viewing of completion of the assessment. The schools and district will monitor the platform monthly to ensure assessments are completed in a timely manner.

Recommendation #3	ELL student files contain proper documentation to support that parents are timely notified of their children's ESOL placement.
Findings	20, 30, 48, 52, 66, 70, 84, 87, 111
Corrective Action	The Bilingual/ESOL Department will monitor the Ellevation dashboard monthly and send reminders to schools. The dashboard has been tailored to reflect individual school tasks for all compliance requirements. Ellevation has added a feature where parent notices will be required before advancing the next task.

Recommendation #4	An ELL Committee meets to determine the need for continued services for students assessed English language proficient.
Findings	7, 37, 44, 61
Corrective Action	The Bilingual/ESOL Department will monitor the Ellevation dashboard monthly and send reminders to schools. Dashboards have been tailored to reflect individual school tasks for all compliance requirements. Ellevation has added a feature where the ELL committee meeting cannot be completed until all signatures have been entered.

Recommendation #5	ESE students are reported in accordance with the students' Matrix of Services forms that are timely completed, evidence review if application (i.e., are less than 3 years old), when students' IEPs are prepared or reviewed, and are retained in readily accessible files.
Findings	43, 58, 62, 67, 78, 79, 96, 97, 99
Corrective Action	The district implemented a new modern student information system called Focus. Focus includes comprehensive tools that enable records to be reported to the state appropriately, reducing the need to rely on multiple separate applications. The implementation included multiple in-person training sessions for the school's ESE teams. The district reorganized its Data Intelligence department to increase personnel expertise in ESE and state reporting to provide support and oversight to schools.

Recommendation #6	Students are reported in the proper FEFP funding categories for the correct amount of FTE, and documentation is retained to support that reporting.
Findings	9, 16, 26, 40, 42, 85, 92, 95
Corrective Action	The district implemented a new modern student information system called Focus. Focus includes comprehensive tools that enable records to be reported to the state appropriately, reducing the need to rely on multiple separate applications. The implementation included multiple in-person training sessions for the school's ESE teams. The district reorganized its Data Intelligence department to increase personnel expertise in ESE and state reporting to provide support and oversight to schools.

Recommendation #7	Students' EPs and IEPs are timely prepared, documenting the services to be provided, and the participation of all required participants, including evidence that the students' parents were invited to participate.
Findings	43, 58, 62, 67, 78, 79, 96, 97, 99
Corrective Action	The district implemented a new modern student information system called Focus. Focus includes dynamic tools to ensure timelines. The implementation included multiple in-person trainings for ESE teams from the school. The district reorganized their Data Intelligence department to increase personnel expertise in ESE and state reporting to provide support and oversight to the school.

Recommendation #8	Only students who are enrolled and in attendance at least 1 day during the reporting survey period are reported for FEFP funding and documentation is retained to support this reporting.
Findings	53
Corrective Action	The district implemented a new modern student information system (SIS) called Focus. Focus includes dynamic tools to produce attendance reports. The implementation included multiple in-person training courses for teams from the school that manage attendance processes. The district also reorganized their Data Intelligence department to increase personnel expertise in state reporting to provide support, documentation, and oversight to the school.

Recommendation #9	Student course schedules are reported in accordance with the schools' daily instructional and bell schedules.
Findings	4
Corrective Action	Starting in the 2024-2025 school year, the District began using Focus as its new Student Information System (SIS). Focus is a modern solution allowing for better visibility into the data. The scheduling and reporting functions of Focus make it easier for schools to see when overscheduling students and allows for the district to have better insight into these occurrences, making it easier for the district to support schools that are overreporting. Data Intelligence has taken a more active role in reviewing school schedules and FTE reported data. Since the 2024-25 school year, we have noted a dramatic decline in the total number of CMW reported by all schools districtwide.

Recommendation #10	Attendance procedures are properly followed, and records are maintained in compliance with Florida Statutes, SBE rules, and the DOE's *Comprehensive Management Information System: Automated Student Attendance Recordkeeping System Handbook.*
Findings	2, 3
Corrective Action	The district implemented a new modern student information system called Focus. Focus includes dynamic tools to produce attendance reports. The implementation included multiple in-person training courses for teams from the school that manage attendance processes. The district also reorganized their Data Intelligence department to increase personnel expertise in state reporting to provide support, documentation, and oversight to the school.

Recommendation #11	Principals certify attendance records attesting to their accuracy and completeness for each of the reporting survey periods.
Findings	2, 3
Corrective Action	During the certification process, a comprehensive Audit Compliance Documentation Manual is provided. During this process Principals are instructed on the appropriate documentation to retain including: 1. School Funding Certification, 2. Teacher Completion Reports, 3. Null FTE Due to Attendance, 4. School Bell Schedule, 5. Check-In/Check-Out Logs, and 6. Substitute Attendance Rosters. Principals must complete an Administrator Certification form to certify all records that have been retained. These certification forms are retained by Data Intelligence.

Recommendation #12	Students in Career Education 9-12 who participate in OJT are reported in accordance with timecards that are accurately completed, signed and dated, or have clearly documented job search records, and all supporting job-related records are retained in readily accessible files.
Findings	22
Corrective Action	The OJT program no longer exists in Broward County Public Schools. However, staff and students were reminded of the program requirements so that everyone clearly understood the required processes.

Recommendation #13	Only virtual education courses that are timely completed, including required end-of-course exams, by eligible students (ie., verified Florida residents) are reported for FEFP funding and such completion is supported by readily accessible and accurate documentation.
Findings	140
Corrective Action	In the year 2024-25 following the examination period, the district implemented a new modern student information system (SIS). The new SIS includes dynamic tools to ensure proper identification of virtual courses for funding. Additionally, the implementation included multiple in-person training for scheduling teams from the school to ensure proper reporting of virtual courses during Surveys 2 and 3. The district also reorganized their Data Intelligence department to increase personnel expertise in scheduling and state reporting to provide support and oversight to the school.

Recommendation #14	Teachers including substitute teachers, serving in a role consistent with that of a classroom teacher as provided by Florida Statues and SBE rules, are properly certified, or if not properly certified, are approved by the School Board or Charter School Board to teach out of field if eligible (i.e., hold a valid State certificate), and the students' parents are timely notified of a teacher's out-of-field assignment.
Findings	6, 10, 11, 13, 14, 15, 18, 19, 23, 25, 27, 28, 32, 33, 34, 35, 36, 38, 41, 46, 49, 50, 51, 55, 56, 59, 60, 63, 65, 69, 71, 72, 73, 76, 77, 81, 82, 86, 88, 93, 94, 102, 103

Corrective Action	• Transition out-of-field identification, reporting, and parent notification processes to FOCUS, the State reporting system, to ensure accurate, timely identification of out-of-field assignments (including ELL) and issuance of required parent notifications.
	• Partner with school-based administrators and scheduling teams to ensure courses are assigned correctly, minimizing inaccurate out-of-field identification due to scheduling errors.
	• Expand out-of-field monitoring to include all instructional staff, including long-term substitutes and exchange teachers, to ensure consistent compliance with certification requirements.
	• Implement procedures to monitor and ensure that all instructional staff hold a valid Florida certificate appropriate for their assigned position, including timely processing of certificate issuance requests.
	• Establish internal controls for employees with certificates under review or investigation (e.g., Professional Practices), ensuring appropriate assignments and compliance with certification requirements.
	• Revise the Subject Area Expertise (SAE) designation process to require clear documentation of eligibility, alignment to courses taught, applicable to School Board policy provisions, and approval by the Superintendent or Designee.
	• Implement ongoing monitoring and internal review procedures to ensure:
	  ○ Accurate out-of-field identification
	  ○ Appropriate School Board approval where required
	  ○ Timely and accurate parent notifications
	• Present certification updates at Principal meetings throughout the year.
	• Conduct regular certification support sessions for both administrators and teachers.
	• Provide targeted training in advance of each FTE survey period to ensure accurate reporting and compliance.
	• Continue providing charter school administrators with training, communication, and resources related to out-of-field requirements, timelines, and self-audit practices.

Recommendation #15	Teachers earn the appropriate in-service training points or college credits as required by SBE Rules 6A-1.0503 and 6A-6.0907, FAC, in accordance with the teachers' in-service timeline.
Findings	6, 12, 17, 24, 28, 29, 47, 54, 59, 64, 68, 69, 71, 72, 75, 83, 89, 101

Corrective Action	• Implement processes to monitor teachers' progress toward required in-service points and/or college credits, ensuring compliance with timelines established in State Board of Education rules.
	• Incorporate an onboarding process for newly hired teachers to capture prior ESOL training and coursework completed in other districts, ensuring accurate placement within required compliance timelines.
	• Provide ongoing certification guidance and support through:
	  o Monthly virtual certification sessions
	  o Employee Planning Day support sessions
	  o Targeted email communications outlining requirements and timelines
	• Partner with district departments to provide teachers with clear pathways to meet certification and endorsement requirements, including available coursework options and approved providers.
	• Conduct targeted training for school-based administrators and certification liaisons on:
	  o Out-of-field requirements
	  o Compliance timelines (ESOL, Reading, Gifted)
	  o Monitoring teacher progress toward completion
	• Implement ongoing monitoring and internal review procedures to ensure teachers remain on track to meet required timelines for certification, endorsement, and renewal.
	• Present certification updates at Principal meetings throughout the year.
	• Conduct regular certification support sessions for both administrators and teachers.
	• Provide targeted training in advance of each FTE survey period to ensure accurate reporting and compliance.
	• Continue providing charter school administrators with training, communication, and resources related to out-of-field requirements, timelines, and self-audit practices.

Recommendation #16	Board Policy and the District form detaining this policy is specific and complete as it relates to teachers who are designated alternately in-field under Subject Area Expertise, and supporting documentation is properly completed and related to the assignment of the teacher and the subject that is being taught and the reasons for this designation.
Findings	1
Corrective Action	The District's Certification Manager has reviewed the teacher's certification audit findings. In response to audit finding (1), the District will revise the Subject Area Expertise (SAE) designation form to include: clear justification, alignment to courses taught, identification of the applicable School Board policy provision (including critical shortage, where applicable), and authorization from the Superintendent or designee. A review process will be implemented to ensure all SAE designations are complete and properly approved prior to approval.

Student Transportation

Recommendation #1	The number of DIT and buses in operation is accurately reported.
Findings	51
Corrective Action	The District will strengthen controls to ensure system-calculated DIT values align with the official instructional calendar, including any missed instructional days. The District will work with IT to align system calculations, implement pre-survey validation checks and reconciliation reports to compare reported and expected DIT values, and conduct post-survey audits to identify and correct discrepancies. Staff will also receive training on DIT reporting requirements. These actions will improve reporting accuracy and support compliance with state requirements.

Recommendation #2	Only those students who are documented as enrolled in school and recorded on bus driver reports as having been transported at least 1 day during the reporting survey period are reported for state transportation funding.
Findings	52
Corrective Action	The District will strengthen controls between enrollment and transportation reporting systems. System validations will be implemented to ensure that only actively enrolled students are included in survey reporting, supported by stronger integration between the student information system and routing system. In addition, pre-survey enrollment verification reports and periodic audits during survey windows will be used to identify and correct discrepancies. These actions will improve reporting accuracy and support compliance with state requirements.

Recommendation #3	Only Elementary school students whose walking route from home to school crosses a properly designated hazardous walking location are reported in the Hazardous Walking ridership category.
Findings	53
Corrective Action	The District will strengthen controls to ensure only eligible students are included in this category. System logic will be updated to limit Hazardous Walking eligibility to students in grades K–6, and automated validation edits will be implemented to prevent ineligible classifications. In addition, staff will conduct a pre-submission review of all Hazardous Walking entries, and targeted training will be provided on eligibility requirements and reporting procedures. These actions will improve reporting accuracy and support compliance with state requirements.

Recommendation #4	All bus driver reports documenting student ridership during the reporting survey periods are retained, and ridership is accurately reported to the DOE for funding purposes.
Findings	54, 55, 56
Corrective Action	The District will strengthen documentation, verification, and monitoring procedures. All Bus Driver Reports (BDRs) will be centrally stored in a digital system, with required submission timelines, verification checklists, and supervisor sign-off prior to reporting. Drivers will receive training on accurate BDR completion, and accountability measures will be reinforced during survey periods. In addition, student rosters will be reconciled with BDRs before submission, and spot checks and random compliance audits will be conducted to identify and correct discrepancies. For students reported in eligible categories, required documentation will be validated prior to inclusion in survey reporting, with system controls and coordination with ESE and program offices used to prevent unsupported entries. These actions will improve reporting accuracy, strengthen internal controls, and support compliance with state requirements.

Recommendation #5	Only IDEA students whose IEPs document the need for ESY services or students in nonresidential DJJ Programs are reported for State transportation funding during the summer reporting surveys.
Findings	57
Corrective Action	The District will strengthen controls to ensure alignment between transportation reporting and documented IEP requirements. Cross-checks will be implemented between IEP data and transportation eligibility before students are approved for ESY transportation. ESE verification will also be required as part of the approval process. In addition, the District will establish an ESY eligibility certification process and conduct post-survey compliance reviews to identify and correct any discrepancies. These actions will improve reporting accuracy and support compliance with state requirements.

Recommendation #6	The IEPs of students who are reported in a weighted ridership category document at least one of the five criteria required for weighted classification and those IEPs are maintained in readily accessible files.
Findings	58
Corrective Action	The District will strengthen controls for assigning students to weighted categories. Validation checks will be implemented to confirm that required criteria are met before classification. In addition, ESE review and coordination will be required prior to finalizing eligibility determinations. The District will also conduct pre-submission reviews and periodic audits to identify and correct errors, and staff will receive training on classification requirements and verification procedures. These actions will improve reporting accuracy and support compliance with state requirements.

Recommendation #7	Students enrolled in a residential DJJ program are not reported for State transportation funding.
Findings	59
Corrective Action	The District will strengthen system controls to ensure that ineligible program participants are excluded from survey reporting. System edits will be implemented to identify and prevent the inclusion of students enrolled in ineligible residential DJJ programs. In addition, the District will maintain updated program participation lists to support accurate identification of eligible and ineligible students. Prior to each survey submission, staff will conduct a verification review to confirm that all reported students meet program eligibility requirements. These actions will improve reporting accuracy and support compliance with state requirements.

Recommendation #8	The distance from home to school is verified prior to students being reported in All Other FEFP Eligible Students ridership category based on living 2 miles or more from their assigned school.
Findings	60
Corrective Action	Several students were identified as eligible for transportation despite not meeting established distance requirements, due in part to inaccurate or unverified mileage data. To address this, the district will implement automated mileage validation within the routing system, require verification prior to submission, and conduct regular exception reporting and audits to ensure accuracy and compliance.

Recommendation #9	Students receiving Specific Learning Disability, Speech Impaired, or Language Impaired services should not be reported for State transportation funding unless a specific need for transportation services is authorized in the student's IEP.
Findings	61
Corrective Action	Some students were reported for transportation services without supporting IEP documentation due to a lack of verification between IEP requirements and transportation assignments. To address this, the district will integrate IEP data validation into transportation systems, require ESE approval prior to assignment, and implement pre-survey audits, along with targeted staff training, to ensure compliance and accuracy.

Recommendation #10	Only students who live less than 2 miles from the student's assigned school and whose path from home to school crosses an approved Hazardous Walking location are reported in the Hazardous Walking ridership category.
Findings	62
Corrective Action	The District will strengthen internal controls to ensure that only eligible students are reported in the Hazardous Walking ridership category. Automated mileage validation will be implemented within the routing system to confirm the distance between a student's residence and assigned school and to ensure consistent application of the two-mile eligibility requirement. In addition, mileage data will be verified by appropriate staff prior to submission. The District will also use exception reports and periodic internal audits to identify and correct discrepancies. These actions will improve the accuracy of ridership reporting and support compliance with state requirements for Hazardous Walking eligibility.

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County Public Schools

In closing, the District is committed to addressing each finding with fidelity and urgency, while strengthening internal systems to ensure sustained compliance moving forward. The actions outlined above reflect a coordinated, systemwide approach to improving accuracy, monitoring, and accountability across all areas reviewed. We will continue to monitor implementation closely and make any necessary changes.

We value the insights provided through this audit, as they support our ongoing efforts to enhance operational effectiveness and ensure the highest standards of compliance and service for our students, families, and staff. Should you require any additional information or clarification, please do not hesitate to contact us.

Thank you again for your partnership and continued support.

Sincerely,

Dr. Howard Hepburn
Superintendent of Schools

SCHOOL BOARD OF BROWARD COUNTY

AUDIT COMMITTEE MEETING

KC WRIGHT ADMINISTRATION CENTER
BOARD ROOM
600 SE 3RD AVENUE
FORT LAUDERDALE, FLORIDA

THURSDAY, OCTOBER 1, 2026
9:34 A.M. - 12:45 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
MS. PHYLLIS SHAW (Teams)
MR. DON GILBERT
MR. ROBERT MAYERSOHN
MR. ANTHONY DE MEO, CPA
MS. MARIAH RABIDEAU
MR. CHRIS UPTON
MR. ANDREW MEDVIN, CPA
MR. LEW NAYLOR
MS. MURIEL THEOPHIN-ATILUS
MR. PETE TINGOM

OFFICE OF THE CHIEF AUDITOR STAFF:

MR. MARK MAGLI, Chief Auditor
MS. NAKIA GOULDBOURNE, Manager, Internal Funds
MS. RAYSA LUGO, Senior Auditor
MR. MERLIN BUTLER, Manager - Property & Inventory
MR. BRYAN ERHARD, System Support Specialist II
MS. OCTAVIA ALLEN HARDAWAY, Clerk Spec C

DISTRICT STAFF:

DR. HOWARD HEPBURN, Superintendent of Schools
MR. ALAN STRAUSS, South Regional Superintendent, Teaching & Learning
DR. VALERIE WANZA, Chief Strategy & Operations Officer
MS. SAEMONE HOLLINGSWORTH, Chief Student Services Officer
MS. DIANE EAGAN, Executive Director, Exceptional Student Education
MS. SUE ROCKELMAN, Executive Director, Talent Management
MS. JACKIE KORALEWICZ, Manager, Talent Acquisition
MR. OMAR SHIM, CFO, Accounting & Financial Reporting (Task Assigned)
DR. FABIAN CONE, Chief Academic Officer
MS. LEYDA SOTOLONGO, Curriculum Supervisor
MS. SONJA COLEY, Executive Director, Office of Capital Programs

INVITED GUESTS:

MR. MATTHEW BLONDELL, CPA, Risk Consulting Director, RSM US LLP
MR. WILLIAM "WEISS" CAMPBELL, Risk Consulting Director, RSM US LLP
MR. TIM BASS, Court Reporter, United Reporting

The following pages are excerpts of the draft minutes of the Audit Committee Meeting of October 1, 2026 that are specifically related to Auditor General Attestation Examination - Florida Education Finance Program Full Time Equivalent Student Enrollment and Student Transportation.

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 November 19, 2026.

MR. MAGLI: Sure. So we're presenting the Florida auditor general's examination of the district's FEFP, FTE and Student Transportation report that they -- audit report. The auditor general identified some material noncompliance in FTE equivalent reporting, principally involving teacher certification and out of field requirements and some supporting documentation relative to English Language Learners, Exceptional Student Ed and Career Education. Numerous staff have come today for -- to answer any questions that may be relative to the findings that were issued and the response that was provided by Dr. Hepburn.

So if you have any questions?

MS. FERTIG: Any questions? Anybody have a comment?

(No response.)

MR. MEDVIN: If I may?

MS. FERTIG: Yes, Mr. Medvin.

MR. MEDVIN: I certainly understand the importance of appropriate census information and all the other requirements. But I read this thing and it really seemed like a bunch of gobbledygook; in all honesty. I looked down at

the columns of minor exceptions and I did calculations, which for the most part netted to zero. It seems like a lot of the things that are almost minutia that somebody or many people are spending a lot of time on. And I would like a better understanding of what the true requirements are and what the important areas are for us to be in compliance with those requirements.

MR. MAGLI: So, certainly, there's a series of requirements that they have with the state. These issues are meant to refocus district and staff on some of the areas and the concerns. Some of it, as I said, was more related to the recordkeeping of it. Some of it was, you know, individual to each department. So I wouldn't want to speak to that, but we have Ms. Rockelman who is here from H -- I'm sorry who's down there? And we have people here to talk about the certification component. Dr. Wanza is here in case questions came up, I believe, relative to charter school and transportation. So relative to the reporting and things, they're going to come and sample and make sure that we have complied with the required detail for reporting

those things to the state.

MR. MEDVIN: I just think it's still, you know, a lot of minutia and I'm not sure if it's a lot of busy work or if there is more to it than that. And in reading this it just wasn't clear. And then especially when I saw reconciliations of potential costs and they all seemed to net out to zero for the most part. And it just -- it just seemed like -- I wouldn't call it a waste of time, but I think they all have a lot of things to do and there's better ways than worrying about such detail. I'd just like a better understanding.

MR. MAGLI: I mean, I wouldn't be able to speak on behalf of what the auditor general's motivation other than what they're required to do and what they're following up on based on the state requirements. So I wouldn't endeavor to do that on their behalf. But it is something that's done, I believe, annually and in subsequent years. So it's something, I think, the folks that are here have dealt with before. Again -- once again, it's the idea that, you know, there's areas that have been identified and areas that they can shore up, you know, that were put in

to and responded to by the superintendent. You know, and irrelevant, in deference to what you're saying, I mean, it's -- you know, there's a report that they do, there's an audit that they do that we don't --

MR. MEDVIN: Is this done every year, this type of report?

MR. MAGLI: Well, they -- you know, of course, they cycle through us every three years, but this thing was done -- it's something they review annually. I don't know if they do full complete audits on that. I could find out more specifically about that.

MR. MEDVIN: Because it says June '24 and this report came out, I guess, over the summer. So there's like a two-year lag here.

MR. MAGLI: I mean, that's kind of standard to how long it takes. Because they're going to do in the proceeding year it takes them roughly a year to do it and then they bring it forward. I don't think that's uncommon.

MR. NAYLOR: No, I don't want to criticize bureaucracy, but sometimes I wonder.

MS. FERTIG: Okay. Lew and --

MR. NAYLOR: Thank you. Is there any

corrective action that's taken on this?

I mean, is there -- when this goes back to your responding to the auditor general's report that goes back to the state; is that correct?

MR. MAGLI: Mm-hmm.

MR. NAYLOR: So is there any funding tied to that, to those adjustments?

MR. MAGLI: So the auditor general makes a report on that. Then there are subsequent review and determinations that are made at the state level through the DOE.

MR. NAYLOR: Okay. So, typically, are there adjustments made to funding for the district through this report or as a result of this report?

MR. MAGLI: I can only offer what I was told by administration and that that's not common that that happens and that there is a lot of issue around these sort of things, but it has happened and they could do that. So these are not things that we can take lightly, we have to address.

MR. NAYLOR: Okay.

MR. MAGLI: But I can't speak on behalf of what, you know, they're going to do.

MR. NAYLOR: So is there any changes to

charter school funding? Because I see some of the issues are more weighted to the charter school errors made?

MR. MAGLI: I'll bring Dr. Wanza up just to answer that directly. I'd rather do that because she can answer on behalf of the superintendent. But --

DR. WANZA: Good morning. Valerie Wanza, Chief Strategy & Operations Officer. Thank you for the question. So I do not see where there is going to be any recommendation for changes to any of the funding streams for charter schools. And if I'm not mistaken, it's the same thing as it relates to the district schools. There's not a recommendation for any type of funding reduction or something of that nature.

But what we do, obviously, the charter schools are not -- their day-to-day operations are not overseen by our district board members. So we actually sit down with the charter management companies, go through the findings, and, you know, talk about them with corrective actions that they are going to take. Because as Mr. Magli said, you know, while they are not required to follow district policy, per se, they

do have to follow state statute.

MR. NAYLOR: Okay. So they could actually be receiving more funding than -- if they have a more weighted FTE, they could be receiving more funding; is that correct? And is it significant enough to consider the funds?

DR. WANZA: So I would say that, you know, they are funded to the same level, right, that district students are for whatever particular matrix is or program is.

MR. NAYLOR: Right.

DR. WANZA: And, I mean, that's my response to that, is that they're not weighted more, if you will, for FTE. I think that their funding formulas, pure pupil funding, are consistent with those for district students.

MR. NAYLOR: Okay. But help me understand, if they have a higher weighted FTE count, they receive more funding; is that correct?

DR. WANZA: If they did, but I don't think that they do; right? So a 255, I'm just going to say it, 254 or a 253 matrix student, and I'll ask Ms. Hollingsworth if I'm wrong, that matrix of funding is consistent whether a student is in a district operated school or a charter operated

school.

MR. NAYLOR: Correct. No, no, I understand that. But if you accumulate an increase in weighted funding, you actually have extra funding.

DR. WANZA: Yes. That, yes.

MR. NAYLOR: Okay. That's my question.

DR. WANZA: Okay. Yes.

MR. NAYLOR: Okay. Thank you. On your issue about subs, is that related to what the change and how the subs are being handled since I think you put the subs out to a specific vendor now?

MR. UPTON: Kelly.

MS. ROCKELMAN: Hi. Good morning. Susan Rockelman, Executive Director for Talent Management. Yes, we do have -- for the last few years we have a company called Kelly Education that does secure our substitute teachers for a daily absence. So, yes, I'm not sure exactly what your specific question is.

MR. MAGLI: Well, the question is, has there been an increase in the issues that were reflected in this audit since that process has changed?

MS. ROCKELMAN: Okay. Are you -- and I'm

going to assume you're referring to the issues where they referred to a substitute not holding an appropriate certification?

MR. NAYLOR: Correct.

MS. ROCKELMAN: Okay. So Kelly handles our day-to-day subs. Those subs should only be used for when there is an absence for a day. If there is a long-term absence, meaning it's going to be, typically, we use about 20 days or longer, then we hire what we call a long-term substitute teacher and we are working with -- and those are internal employees. They become our employees. And we are working through the Department of Ed to determine what -- how to go about issuing them a possible certificate. So we're in the process of now trying to come up with some mitigations for those, because we need some clarity from the state to help us better understand the timing of it. Because if we issue a teacher a certificate, their timeline starts in effect and then they only have a short time to follow up with all those requirements. So we're trying to be cognizant of the employees who would then have a temporary certificate and their timeline starting versus a full-time employee who knows they have

to get those requirements completed. So we're working on that within our department now.

MR. NAYLOR: Okay. Thank you.

MS. ROCKELMAN: You're welcome.

MR. NAYLOR: In regards to transportation, we have -- is the transportation issue, when it says -- it talks about eligible students were being transported, does the district still have the available seat policy and is that reflected any way in this audit?

DR. WANZA: So the first answer to your question is, yes, we still have the open empty seat; right? So after the -- I think it's the 15th or whatever day of school. Because we moved it up. It used to be the 30th day of October, actually, so we moved it up. And so if there is an established route and there's an empty seat and a student wants to make application for the seat they can absolutely make application and the parent has to get them to and from the bus stop. So I'm not sure and I would have to do a little bit of further research to determine if that is -- okay. So Alan says, no. But I'll go a little deeper to make sure. It may not be the actual reason why and so that is why the

superintendent responded. Obviously, many of you may know, I now became the chief over transportation a few months ago, so we're digging deep to see what is causing the issues that are reflected in this audit.

MR. NAYLOR: Okay. Thank you.

DR. WANZA: You're welcome.

MS. FERTIG: Okay. Lew, is that it?

MR. NAYLOR: That's it.

MS. FERTIG: Don?

MR. GILBERT: Yes, Mr. Magli, I don't know if you or Dr. Wanza can speak to it, but as you read the report, there's always a little murkiness about understanding charter schools just in general, those that are district operated versus those that are privately managed but have to comply.

In the context of complying with, you know, the state, could you just kind of expand on understanding? Because as you read through it your mind is flipping between the two definitions of charter schools and how those numbers apply. Just as Mr. Naylor hinted towards, as far as understanding the weighted and the funds that's associated with the charter schools versus the

district managed charter schools and the requirements the district may have versus what the other charter schools may have. So if you can just expand a little bit on that so if anybody picks up this they can have a better understanding of how to read through the report?

MR. MAGLI: Yeah, so to begin with, there are certain standards that are required by all of the parties, and those things are understood at those levels. We certainly manage them and there's certain follow-up and reporting that goes on through the district. So I don't want to get into the detail of how that reporting goes because I'm a little limited there. But I would -- you know, I would suggest that, you know, the different entities still subscribe to the main policies and rules. So as they set forth in -- even in -- I believe it's even in their contracts relative to that, their requirement to comply with those things. So, you know, the monitoring of those things, the reporting by the entity back to the district, those things are ongoing on a regular basis and the charter school division would be looking at those things. And I'm sure there's benchmarks and milestones that they have

to achieve and report back that they monitor at the district level. I'll let Dr. Wanza speak to the detail of that.

DR. WANZA: I just want to clarify for the record that, so we do not have any district operated charter schools. We do not. All of our charter schools, actually, the district is the sponsor by statute, but they are actually led, operated, and managed by separate entities on a day-to-day basis that are not Broward County Public Schools, you know, school board members, district administration, that kind of thing.

So -- and my distinction in my previous response was district operated schools meaning our Broward County Public middle schools, high schools, elementary schools, nontraditional schools. And then as Mr. Magli stated, our current now, I think the number is 82 charter schools have board-approved agreements for their charter; right? And so in their application and how they're going to do stuff and it goes through charter review, there are certain sections and district subject matter experts actually go through and validate, you know, and determine how what they have applied for aligns with, at

minimum, statutory requirements. So whether it's certification, whether it's ESE, whether it's pupil progression, we go through bilingual ESOL, and we go through those measures with each one of the charter schools. So as they -- our actual charter school office does site reviews, interim measures, looking at their contracts, making sure that they're meeting what's outlined in their board approved contracts. But then like, you know, audits are our friends, because they reveal to us areas where we have opportunities and areas where we have strengths.

So in this respect the findings of the audit will be shared and have been shared with the management companies for each of those different schools. Because the different schools may have, you know, different management companies. Obviously, you have the City of Pembroke Pines, which is a municipal charter, you know, run by city government, and then you have some of the charters that are run by different management companies. So our charter school office sits down with them, goes through the findings and looks for what are the corrective measures that the charter organization is going to take to

address an area of deficiency.

MR. GILBERT: Thank you, Dr. Wanza. That point of clarification is definitely needed because, again, as you lead the redefining, I always hear that coming up in that distinction in the debate about charter schools and the misunderstanding of district brand charter schools versus separate charter schools. But I'm glad you cleared that up. That's why I asked the question. Thank you, Dr. Wanza.

MS. FERTIG: Okay. Anybody else have a comment or question? Yes, Bob, and then we'll go around this side.

MR. MAYERSOHN: So I guess my comment, I'll address it to Dr. Wanza. So my concern is, obviously, there are internal compliance measures that have been identified as material weakness. And, obviously, from a district perspective you guys are trying to improve that and make corrections. Do you have time deadlines or at least to say by the first quarter of blah, blah, blah we're going to make sure that those corrections are made? And, again, understanding that, you know, you deal with the state on certain things and sometimes they drag their feet

on getting an appropriate response, but at least for one board member of this committee, and I'm sure the rest of us, for us to get a timeline to say, you know, yes, we weren't in compliance, and it happens, you know, here, but we're looking to improve it and here's the time deadline that we're looking to have that by would be much appreciated for at least myself and I'm sure the rest of us. So --

DR. WANZA: So I'll take that back to, obviously, to the superintendent and then we'll have a cabinet-level discussion around that particular request.

MR. MAYERSOHN: Okay. That's it.

MS. FERTIG: Thank you.

MR. DE MEO: Yeah, I'm not sure who can answer some of these, Mark or Dr. Wanza or whoever. Dr. Wanza, you probably can answer everything. So, has the liability been accrued? Have we reflected this $800,000 in our financial records?

MR. MAGLI: As I said earlier, my understanding is we've not been impacted that way. So that hasn't been a thing. The determination or a final result has not been

issued for that. It was calculated. It was done as a projection, essentially.

MR. DE MEO: So are we appealing any portion of this? Are we looking at the records to see if we can remediate some of these issues?

MR. MAGLI: It hasn't been issued yet. So I don't know what the appeal process would be if that should come forward. My understanding is they were prepared to answer to that if it occurred, but it did not.

MR. DE MEO: Are we going to claw back anything from the charter schools? 39 of the 115 or whatever exceptions were charter schools.

DR. WANZA: So I'm not certain what there is to claw back. And what I mean by that is, let's say the district does have to repay something, right, then whatever is the charter schools' pro rata share would come from them.

MR. DE MEO: Oh, okay.

DR. WANZA: It would come from them. But I think the other part that is important to note, as Mr. Magli said, there hasn't been any type of notice of intention of requesting that districts pay back any type of money. And the reason why I say districts, plural, is because several

districts across the state have had audit findings vary -- so I'm saying the right thing; huh? Boy, you're nodding your head. I guess I should answer the question. Have had audit findings and many were more significant than these. So I think as a statewide look I'm not certain if, you know, districts across the state will now be asked to return, if you will, funding. But what I do know is that whether there's an ask for a return of funding or not, the superintendent and this administration takes the findings seriously. Because at the end of the day we have to comply with statutes, regulations, state board rules. So we take it very seriously and we -- you know, we would act as if it -- not only as if it were, you know, a return of funds, but the fact that this is what we are expected to do as a form of public trust, as well.

MR. DE MEO: So has legal gotten involved yet?

MR. MAGLI: Not to my knowledge.

DR. WANZA: Not to my knowledge either.

MR. DE MEO: All right. That might be a step that we might want to take.

Also, why wouldn't we automate some of this? You know, it's all manual. I would think our IT people could come up with something that would be a hard stop and it would be a yes or a no on these certifications and a number of things. It just seems -- especially before these surveys, to run some kind of test. And, likewise, I think, Mark, maybe you can, you know, before these surveys, anticipate, maybe test -- test the system in advance, so that we could correct, you know, and -- I think it would be a high return, your time spent on something like this. $879,000 finding, if we had tested, you know, a couple months before the survey, maybe we could have fixed 80 or 90 percent of those problems. Certainly these teacher certifications seem like a paperwork matter.

MR. MAGLI: I think that what you've seen over the last several months in a lot of the types of things that we've done relative to audits has shown a lot of the indicators that are in place relative to what you're speaking, the automation and so forth. I'll let Ms. Rockelman speak a little bit of this relative to her session of it, but there are reporting tools that

they are analyzing and looking at all the time. I think there's different things. I can't speak to how they self audit relative to those things or if those things were specifically addressed relative or modified based on the conditions that were outlined here. I'll let her speak to some of the stuff relative to certifications and things, because I think there are some varying concerns there.

MS. ROCKELMAN: Thank you, Mark. So, yes, great question. And we have -- fortunately, I'll start -- I'm going to work my way backward. We have implemented a new system called Focus where our schools now use, that's where teachers' schedules go in. And because that is a newer software we are able to connect that and integrate that with our current HR system. So you'll see moving forward a lot of this will be automated. We have been using a program that was self -- that was built inhouse and it probably -- I think I wrote it 18 years ago, so it's very archaic and it's been very difficult and it's been a very manual process keeping up with that. So we are excited that now that we've implemented Focus, it will now help to talk to all of our

other systems, to your point, to try to relieve some of that manual intervention that we've had to do over the past years. So we hope our next audit should show some significant changes in having limited, less number of findings. So we are expecting and we are getting ready for our FTE next week and we've already seen some significant progress in utilizing Focus.

MR. DE MEO: Have we had findings in the past of this magnitude?

MS. ROCKELMAN: Not of this magnitude. This has been -- this was very large -- this was a lot of findings. So, yes, in the past -- we're audited every two, three years for certification and this has been -- Jackie Koralewicz is the manager for certification, we were shocked at how many findings I'll say got through or were discovered. Because we thought we had pieces in place with that system we designed, but because of changes we did have to audit that and edit the configuration of that. So that's when we learned about Focus being implemented. It was -- it will -- I'm almost certain, it will show some significant progress.

MR. DE MEO: So -- okay. So what I'm hearing

is, we have a plan to address these findings, maybe, I know you're busy, Mr. Magli, but I would think a quick test, a little sample before each survey would save us a lot of money. And the efforts to automate, that's --that's welcome. And then Dr. Wanza said we might get some of this money back, I call it a claw back, from the charter schools. But I think a corrective action plan and some kind of tracking is necessary here so that we can avoid this in the future. You know, make it like an automatic thing. That's all I've got.

MS. FERTIG: Okay. Thank you. Any questions?

MS. RABIDEAUU: Yes. Good morning. Okay. On FTE, we all know now the state uses FTE compliance as a mechanism to claw back funding, and this has been a topic at the state level all year, I would say, specifically about Broward, but we're not the only district feeling it, so -- we also know we can't push back against the state claw backs if our own paperwork is giving them an open target to what we're doing. So I know management says that Focus is the solution. I'm not quite confident that that's the case. So I'd

like to hear more about -- you know, software doesn't fix the mixing ELL committee meetings, it's not going to notify teachers, or, sorry, parents if teachers are out of field, teaching out of field; right; or even the unverified substitute log. So what's the plan with controls within Focus that you mentioned just a moment ago?

MS. ROCKELMAN: Yeah, and Focus is not the solution to everything, no, you are absolutely correct. However, it is going to better identify the teachers that are not in compliance. And so it will allow us to do exactly what the gentleman before you had indicated. We're running programs right now to determine who is not meeting appropriate certification or is not in compliance. So it is definitely a tool to help us better identify the teachers that we were unable to identify before. So with that we have put plans in place. We're going to roll out Focus to help with the notification. Because there's tools in Focus that will allow us to better utilize so that we can meet the parent notification. Because right now that is a reliance upon a principal making sure that

parents gets the notice. So we are able to set up things with that using -- and using the -- the system that's called -- the ParentLink system, things like that. So now that we have them appropriately identified in Focus we can leverage that to do other pieces that are required by the state. The tracking of the courses is the other item, which, again, we have got some better systems put in place so that we can better track that. And communicating with teachers; it is imperative that the teachers understand the importance of them completing the requirement and being in compliance. And that message is out there. We terminated 285 teachers this year because they were not in compliance with their certification requirement. So it is unfortunate, but they understand now that we are not waving a magic wand and closing our eyes to it because of the impact of this that could be the impact of financial suffering and penalties.

MS. RABIDEAUU: Thank you. To follow up, so like on the teacher component, right, I know we have fantastic teachers and we have amazing families in Broward that want to have their kids here. So the current backdrop, right, is

interesting. And I just -- I think we have to understand how much this erodes public trust in many ways. And then, also, when it comes to effectively challenging the state on their FTE and what they're providing us, because if there's missing paperwork but the instruction was provided, we're not getting credit for that instruction provided to the students. So that's one comment.

And then my other question is, can we see -- and this is really along the lines of what Mr. De Meo was talking about, but can we see an intermediate fiscal year '25 or '26 exception tracking? Because given the timing of how far away we are now from this report already, you know, being done, it would be really interesting to see at least last year's exception findings, if that's possible, given the transition with Focus was fairly recent?

MR. MAGLI: So I could speak to what I know is they're going through that period right now in counts and so forth, so, you know, they're engaged in that right now, so now would be the time that they would be able to implement any of those changes that they had suggested or the

recommendations in reference to the corrective actions that they were setting forth. So I would assume, and I don't want to say that because, again, I'm not engaged in that, but that a lot of those things are happening. And we can certainly speak to management, and a lot of them are here now, so they're certainly going to have a conversation about that, I trust. But the idea is that, you know, relative to the timelines and things, I don't have a definitive answer as to each step of the way. There's a lot of different things they answer to, but we can certainly circle back about that and see where they are and maybe come back to you with something.

MS. RABIDEAUU: Thank you.

MS. FERTIG: Muriel?

Chris, did you have anything? I'm sorry I skipped over you but Muriel had her hand up, so --

MS. THEOPHIN-ATILUS: So, sorry, I want to just start off by saying, you know, we would not want our physicians or our nurses to lapse certification, so why are we allowing our teachers -- I'm sorry. Why are we allowing the instructional staff not to have certification but

are teaching our students? And so that's something I just want to come out and straightforward say. And then I understand that you said as far as Focus will keep a closer eye to remind teachers or whatnot, but what ParentLink would be sent out? Like you would let me know my child's reading teacher is no longer certified? Because I don't believe it.

MS. ROCKELMAN: And I appreciate that information. But, no, and let me just make sure, because I'm talking a lot of my language, let me make sure everybody understands here that teachers in Broward County are appropriately certified and/or hold the correct certificate per state board rules. So all of our teachers have the appropriate certification or --

MS. THEOPHIN-ATILUS: But you just said you terminated 285 because they don't have certification.

MS. ROCKELMAN: No, every teacher in Broward County holds a certificate and/or the correct identifier to be able to be a teacher. What this is reporting is indicating that their certificate is not in the appropriate subject area and/or they do not have the ESOL endorsement compliance

requirements up to date. But every one of our teachers holds an appropriate certificate and/or the appropriate local certificate that the state allows us to have. So I want to make sure everybody understands that we do not have instructional people in the classroom without a certificate. So they do. What this is identifying is those teachers with their certificate is not in the appropriate subject area nor has that teacher done the requirement allowed in order to meet what we call the out of field compliance.

MS. THEOPHIN-ATILUS: And so how would we closely monitor that? Because I'm assuming it's an instructional staff who has the certification, but may not have it in reading.

Ms. Rockelman: Correct. And that's where we are working better with the principals, that they meet with their staff to make sure the teacher is very clear on what they need to do in order to be what we consider in field. So we are putting pieces in place -- well, we put them in place, we are continuing to enhance those working with the area -- the regional superintendents to ensure that the directors and the principals are very

clear on what those conversations should be with the teachers. We are making sure the teachers sign documentation agreeing to complete the requirements, and understanding the consequences if they do not, which, unfortunately, may be them being dismissed at the end of the year. So the teachers do have a certification. It's more the certificate they hold is not in the subject area and/or they don't have that ESOL endorsement that's required by the meta agreement, or they're out of their timeline. So an ESOL endorsement is required by anybody who teaches an English -- ELL, who has an English Language Learner in their class. These teachers are given six years to complete that requirement. What happens is, I might help out my principal this year and say go ahead and put them in my class, I have no intention of ever doing that because it's a one -- I'm helping out my principal. Well, we have -- we're allowed to have them sign that and it's called an involuntary assignment. That's going to show on this report, because, technically, they're not there. But that teacher has no plans of ever doing it. So those ones are more difficult to control. But the one that is very

well aware this is part of their assignment, they need to stay on top of that timeline. And that is where we have put improvements over probably the last three years of making sure that the teachers are adhering to their timelines in recognizing that once their timeline starts it doesn't stop. So I hire a teacher from Duval County that was out of field for ESOL, when they come to Broward they have to continue that timeframe. It doesn't start and stop. And those have been some of the ones that are in here now that we're trying to figure out how to continue to bring that information from Duval. Because, unfortunately, the state systems don't talk to each other. So we are making some improvements. But my point is, I want to make sure that everybody here knows, our teachers are appropriately certified under state board rules. So its more in this area.

DR. CONE: I think it's important to note that teachers have multiple opportunities through the district where the district is actually paying for these courses for teachers to take them. So courses are offered every quarter for teachers in those certification areas, the

reading and ESOL to take these courses. And we're tracking their completion rate. We're tracking registration rates. And we're letting them know, when they don't pass it, here are the other opportunities for you to take these courses. So it's not that the opportunity isn't available, because one could argue that it's just cost. Most districts have teachers charged -- or pay for these courses. In Broward we've committed to making sure that our teachers, for at least the past several years, they don't have to pay for these courses.

DR. WANZA: His name is Fabian Cone, for the record. I saw you over there typing.

And the last thing that I will add to that, because I don't want your concern about I would never be notified to -- to go unheard, and I just checked with my regional superintendent because I remember as a principal, once that out of field waiver item got passed by the board, then I had to find mine, I had to notify the parents. And there's a letter or some kind of communication that went to parents explaining that, you know, yes, you're in Ms. Smith's class, and while Ms. Smith is appropriately certified in this, this

and the other, for this subject, she's not, but this is what we are doing to ensure that, you know, not only that we will help her with certification, but also that your child's educational experience is not being compromised while she's in a class with a teacher who may be deemed out of field.

MS. THEOPHIN-ATILUS: And the last one, I just want to clarify, I don't think I heard it correctly, the talent management that we're utilizing to get substitutes, I know she said that the -- I'm sorry. The district will help if the substitute ends up going more than 20-plus days. So then that means, let's just say a substitute can go 19 days without being certified to teach our students?

MS. ROCKELMAN: That is a very possibility, simply because some teachers call in on absences, I think I'm going to be out three days, I wake up, I'm still not well, I need another day off, I need another day off. So those do continue to add up. So, typically, we don't want to make a day-to-day sub have to go through this certification requirement. They wouldn't even equal, typically. So that's why we're kind of

focusing on a specific number of days and then making sure that we can work with those individuals.

DR. CONE: Can I also add something to that? So being a former principal, I'm the Chief Academic Officer, by the way, if I know that I have a teacher that's going to stay there longer than, let's say, the threshold, that teacher still is expected to be a part of their grade level planning with their grade level. So they're still getting instructional planning. They're still getting access to instructional resources. They're still expected to have the coach go in and support the teacher because those students matter; right? So they don't -- they're getting the same level of support that a new teacher would have in a school. So I want it to be known that, just because we have a substitute, we don't treat them differently than we treat any other teacher. And that principal knows that. And many, many, many times that substitute becomes a permanent member of that staff and that's why there is something called pool subs who come there every day religiously for the entire year because we train them up and we

believe in them. And so it gives us an opportunity to vet and identify those especially when most districts are struggling with the same things. Most teachers or most adults are not going through typical education programs, they're coming through alternative tracks. So, therefore, the district has to have the means and the will to train up teachers who aren't going through the traditional education track. And those are sometimes your subs.

MS. FERTIG: Okay. Oh, sorry, wrong microphone there. Anybody else have questions?

Don, you had one follow-up?

MR. GILBERT: Just one minor follow-up. Since you've implemented the new tracking, how has things been trending since the last migration? How's that going?

MS. KORALEWICZ: Good morning. Jackie Koralewicz, manager of certification. So I think what's really important is right now we've transitioned to using the same system that we use when we're sending the data to the state; right? So we're using the same set of data that the state's getting, which has really helped us -- you know, we got this audit report six months

ago. I worked with the auditor, myself, so we've already started implementing lots of changes in order to rectify some of these issues listed here in this report. But to answer your question, it's great because you can see that the changes that, this is the first FTE survey period where we're using the new Focus system, where, again, that's the same data set that's going to the state, and we can see the information that -- that's pulled in now that maybe wasn't pulled in through our antiquated programming, is exactly the data that we were missing and some of the things that were addressed in this audit. So I would say it's going great. I feel great about it. You know, the only thing I would add is, we won't know for two years; right? So I feel good about it now, but, again, we'll see what an audit looks like in two years. But I'm pretty confident.

MS. FERTIG: Okay. Yeah, Pete.

MR. TINGOM: Normally, the state pays us in four quarters. Has this audit report caused them to reduce a quarterly application of funds?

MR. SHIM: They haven't been; no.

MR. TINGOM: Okay. So this audit report,

even though it had negative feedback on it, has not cost the district any money.

MR. MAGLI: That's correct. Mr. Shim is back here right now, he's the task-assigned CFO, and I did confirm with the superintendent's office that that was the case.

MR. TINGOM: Thank you.

MS. FERTIG: Okay. Any other questions? You all want to -- are you ready to transmit this? Any recommendations? What do we want to do?

MR. MAYERSOHN: Motion to transmit.

MS. FERTIG: Okay. There's a motion to transmit. Is there a second?

MR. MEDVIN: I'll second.

MS. FERTIG: Okay. There's a motion to transmit and seconded.

All in favor?

COMMITTEE MEMBERS: Aye.

MS. FERTIG: Opposed?

(No response.)

MS. FERTIG: Who -- I'm sorry.

MS. RABIDEAU: I think that was online, it was just delayed.

MS. FERTIG: Okay. So we are transmitting the report. Thank you very much. Appreciate all

of you coming today and sharing all of the information with us.

Okay. We are on Number 13, Administration of the Florida Bright Futures Scholarship Program and Florida Student Assistance Grant Program.

Mark, do you want to --

MR. MAGLI: Yeah, there were no material findings in this report. I only share it because it was sent to us through there and we were included in it. There's certainly takeaways that the district has looked at that has occurred with other institutions. So there's really nothing I can add to that, to be honest. I just wanted to present it to the committee.

MS. FERTIG: Okay. Anybody have any comment?

(No response.)

MS. FERTIG: Is there a motion to transmit?

MR. MAYERSOHN: Motion to transmit.

MS. SHAW: So moved.

MS. FERTIG: All in favor?

COMMITTEE MEMBERS: Aye.

MS. FERTIG: Okay. Motion carries and we are back up -- thank you for being so patient, RSM. We are on the SMART Bond Program Late-Stage Additions Analysis.