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

TUESDAY, OCTOBER 13, 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).

Supplemental - 10/6/26

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

Minutes
September 8, 2026, Special School Board Meeting (ADDED)
September 8, 2026, Second Public Hearing - Budget (ADDED)
September 15, 2026, Special School Board Meeting - Expulsions
September 15, 2026, Regular School Board Meeting (ADDED)
September 22, 2026, Special School Board Meeting (ADDED)

09-08-26 Special Mtg Min - ADDED.pdf

09-08-26 2nd Pub Hrg-Budget Min - ADDED.pdf
09-15-26 Reg Mtg Min - ADDED.pdf
09-22-26 Spec Mtg Min - ADDED.pdf

ADDED / CHANGED ITEMS

October 6, 2026

MINUTES
September 8, 2026 - Special School Board Meeting (ADDED)
September 8, 2026 - Second Public Hearing - Budget (ADDED)
September 15, 2026 - Special Meeting – Expulsions
September 15, 2026 - Regular School Board Meeting (ADDED)
September 22, 2026 - Special School Board Meeting (ADDED)

ITEMS
B-1. Supporting Student Attendance and Dignity: Establishing a Menstrual Hygiene Product Access Pilot Program (ADDED)
A-9. Agreement with the Florida Department of Juvenile Justice, Circuit 17 (ADDED)
C-1. Proposed 2028/29 School Calendar (ADDED)
E-1. 2026-2027 School Security Risk Assessment (SSRA): Findings & Recommendations (ADDITIONAL INFORMATION)
O-12. PY27-100 – ERP Implementation Services (ADDED)
O-13. RFP-FY23-277 – Janitorial Support Services (ADDED)
O-14. RFP27-029 - Cost and Program Control Management Services (CPCM) (ADDED)

PUBLIC HEARING
P-1. Rulemaking (ADDITIONAL INFORMATION/SPECIAL ORDER - 9:00 A.M.)

REGULAR/POSTPONED ITEMS
2. Proclamations Sponsored by School Board Members (REVISED/SPECIAL ORDER - 10:30 A.M.)

INFORMATION
Attorney Client Session Schedule for 12:45 P.M. (ADDED)

PUBLIC COMMENTS (GENERAL)
1. Nathalie Lynch-Walsh (A.M.) (ADDED)
2. Jennifer Dubin (A.M.) (ADDED)
3. Lisa Reas (A.M.) (ADDED)
4. Brooke Bordy (A.M.) (ADDED)
5. Kiersten Hope (A.M.) (ADDED)

1. Chantel Sineus (P.M.) (ADDED)
2. Abelardo Tous Mulkay (P.M.) (ADDED)

CLOSE AGENDA

IN MEMORIUM

Alfred Desmandes	Relief Bus Operator Pupil Transportation – North	Born: June 19, 1957 Deceased: September 10, 2026
Paula Haughton	Teacher Plantation Elementary	Born: June 28, 1970 Deceased: September 14, 2026

STUDENT RECOGNITIONS

INFORMATION

Attorney Client Session Schedule for 12:45 P.M.

PUBLIC COMMENTS (GENERAL A.M.)

1. Nathalie Lynch-Walsh (A.M.) - ADDED
2. Jennifer Dubin (A.M.) - ADDED
3. Lisa Reas (A.M.) - ADDED
4. Brooke Bordy (A.M.) - ADDED
5. Kiersten Hope (A.M.) - ADDED

PUBLIC COMMENT(S) ON CONSENT AGENDA

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

B. BOARD MEMBERS (CONSENT)

1. Supporting Student Attendance and Dignity: Establishing a Menstrual Hygiene Product Access Pilot Program
ADDED
Direct the Superintendent to establish a one-year pilot program in at least three District-operated schools, representing varied grade levels and communities, to provide free menstrual hygiene products in designated student restrooms; notify students of availability, locations, and restocking procedures; allocate funding for products, dispensers, and restocking; and report usage, costs, impact, implementation, and recommendations to the Board by the end of the 2027-2028 school year. (Leonardi)

Executive Summary.pdf

H. HUMAN RESOURCES (CONSENT)

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

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

3. Supplemental Pay Positions 4
EXHIBITS FORTHCOMING
Approve supplemental pay positions for the 2026/2027 school/fiscal. District-

wide

A. ACADEMICS (CONSENT)

1. AGR27-066 – Khan Academy, Inc – Florida Tutoring Advantage
Approve the Agreement between The School Board of Broward County, Florida (SBBC), and Khan Academy, Inc., for the High School Service Order for licenses with a term that commences on October 13, 2026 and concludes on June 30, 2027. District-wide

Executive Summary.pdf
Agreement.pdf

2. AGR27-067 – Tutored by Teachers, Inc – Florida Tutoring Advantage
Approve the Agreement between The School Board of Broward County, Florida (SBBC), and Tutored by Teachers, with a term that commences on October 13, 2026 and concludes on June 30, 2027. District-wide

Executive Summary.pdf
Agreement.pdf

3. AGR27-071 - University of Florida Board of Trustees – Florida Tutoring Advantage
Approve the Agreement between The School Board of Broward County, Florida (SBBC), and the University of Florida Board of Trustees – Lastinger Center, beginning in October 2026. District-wide

Executive Summary.pdf
Agreement.pdf

4. Agreement with Florida Heiken Children's Vision Program, LLC
Approve the Agreement between The School Board of Broward County, Florida (SBBC) and Florida Heiken Children's Vision Program, LLC (FHCVP). District-wide

Executive Summary.pdf
Agreement.pdf
Agreement, I-2 - 10-15-2024.pdf

5. Charter Academics Partnership (CAP) Agreements
5015, 5017, 5177, 5420, & 5852
Approve agreements with the following charter schools to establish the Charter Academics Partnership with The School Board of Broward County, Florida (SBBC), for the Office of Academics to provide consultations/coaching and training/professional learning services to the charter schools. District-wide

Executive Summary.pdf
5015 - Agreement.pdf
5017 - Agreement.pdf
5177 - Agreement.pdf
5420 - Agreement.pdf

5852 - Agreement.pdf

6. **Grand Canyon University**
Approve the agreement between Grand Canyon University and The School Board of Broward County, Florida. District-wide

Executive Summary.pdf
Agreement.pdf

7. **School Improvement Plans (SIP) – 2026-2027 School Year**
Approve the School Improvement Plans for the 2026-2027 school year submitted by elementary, middle, combination, high, and center schools, as required by Section 1001.42(18), Florida Statutes, and School Board Policy 1403. The plans are available on the District School Improvement webpage. https://www.browardschools.com/bcps-departments/school-improvement. District-wide

Executive Summary.pdf

8. **School Improvement Plans (SIP) – Charter Schools 2026-2027 School Year**
Approve the 27 charter schools state-mandated School Improvement Plans for school year 2026-2027 as defined in the Federal Elementary and Secondary Education Act (ESEA), 20 United States Code (U.S.C.) s. 6311(b)(2)(C)(v)(II), the Florida Department of Education's (ESSA) State Plan, Rule 6A-1.099827, Florida Administrative Code and Section 1002.33(9), Florida Statutes. The 2026-2027 Charter School Improvement Plans can be viewed via the Charter Schools Management/Support Department's website at: https://www.browardschools.com/bcps-departments/strategy-innovation/charter-schools-management-support. District-wide

Executive Summary.pdf

9. **Agreement with the Florida Department of Juvenile Justice, Circuit 17**
ADDED
Approve the Agreement between The School Board of Broward County, Florida (SBBC) and the Florida Department of Juvenile Justice, Circuity 17 (DJJ). District-wide

Executive Summary.pdf
Agreement.pdf

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

C-1. **Proposed 2028/29 School Calendar**
ADDED
Approve the School Board of Broward County, Florida, proposed 2028/29 school calendar. District-wide

Executive Summary.pdf
Calendar Option 2.pdf

D. CHIEF AUDITOR (CONSENT)

E. SAFETY & SECURITY (CONSENT)

1. 2026-2027 School Security Risk Assessment (SSRA): Findings & Recommendations
ADDITIONAL INFORMATION
Approve the District's completed School Security Risk Assessment (SSRA) recommendations for the 2026-2027 school year. District-wide

Additional Information Memo.pdf

F. FINANCIAL MANAGEMENT (CONSENT)

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 $62,188. District-wide

Executive Summaries.pdf

2. Surplus of Tangible Personal Property for the Period Ended August 31, 2026
Approve the Surplus of Tangible Personal Property for the Period Ended August 31, 2026. District-wide

Executive Summary.pdf
Surplus Report August 2026.pdf

3. Budget Report for the Period Ended August 31, 2026
Approve the Budget Report for the period ended August 31, 2026, including any accompanying budget amendments. District-wide

Executive Summary.pdf
August 2026 Budget Report.pdf

G. GENERAL COUNSEL (CONSENT)

J. CAPITAL PROGRAMS (CONSENT)

1. Change Order #11 - C. Robert Markham ES, P.002777-P1B
Approve Change Order #11 in the amount of $153,180.48. District 7

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

2. Change Order #20 - Sheridan Hills ES, P.001636
Approve Change Order #20 granting 347 additional calendar days. District 1

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

Collaboration Form.pdf
Related Items.pdf

3. **Corrective Special Warranty Deed for Rock Island Annex Property**
Approve the execution of a Corrective Special Warranty Deed for the property formerly known as Rock Island Annex, located at 2310 N.W. 26th Street, Oakland Park, Florida, to correct an omission in the legal description contained in the Special Warranty Deed recorded at closing and to complete the conveyance previously approved by the School Board. District 5

Executive Summary.pdf
Corrective Special Warranty Deed.pdf
Memo from Cadre Attorney.pdf
Sale and Purchase Agreement.pdf

4. **Joint Notice of Exercise of Option to Renew Lease Agreement - WCY Library**
Approve the Joint Notice of Exercise of Option to Renew the Lease Agreement between the City of Pembroke Pines, Broward County, and The School Board of Broward County, Florida, for the Pembroke Pines Branch Library/Walter C. Young Resource Center. District 2

Executive Summary.pdf
Joint Renewal Notice.pdf
Land Lease Agreement.pdf

5. **Eighth Amendment to PSA, M.C. Harry - Atlantic Technical College, P.000415**
Approve the Eighth Amendment to the Professional Services Agreement (PSA) between The School Board of Broward County, Florida (SBBC), and M.C. Harry and Associates, Inc. (M.C. Harry). District 7

Executive Summary.pdf
Eighth Amendment.pdf
PSA and Amendments 1-7.pdf
Collaboration Form.pdf

M. STRATEGY & OPERATIONS (CONSENT)

O. OPERATIONS (CONSENT)

1. **Superintendent's Recommendations for Pre-Qualification Certification**
Approve the Recommendations of the Qualification, Selection, and Evaluation Committee (QSEC) Meeting held on September 10, 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

2. **AGR25-081 – Electronic Permitting Solution**
Approve the First Amendment to the Agreement between The School Board of Broward County, Florida (SBBC), and South-Central Planning and Development Commission (SCPDC), with budget authority in the amount of $13,200. District-wide

Executive Summary.pdf
Original Agreement.pdf
First Amendment.pdf

3. **AGR 26-092 - Smartsheet Enterprise Agreement**
Approve the Enterprise Agreement between The School Board of Broward County, Florida (SBBC), and Smartsheet Inc., with budget authority in the amount of $29,520.00. District-wide

Executive Summary.pdf
Agreement.pdf
Quote.pdf
User Agreement.pdf
Service Level Agreement.pdf
Security Practices/Supplement.pdf

4. **AGR26-101 - IRS 1095-C-W-2 Printing and Distribution**
Approve the First Amendment to the Agreement between The School Board of Broward County, Florida (SBBC), and Valli Information Systems, Inc. d/b/a Billing Document Specialists, for district-wide services, with an increase to the agreement not to exceed $36,332.59. District-wide

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

5. **AGR27-026 - Technical Industry Certification and Digital Tool Licensing (Certiport)**
Approve the Agreement between The School Board of Broward County, Florida (SBBC), and NCS Pearson, Inc. d/b/a Certiport, with budget authority in the amount of $5,400,000. District-wide

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

6. **AGR27-069 – Digital Management Software (NEOGOV-Power DMS)**
Approve the Agreement between The School Board of Broward County, Florida (SBBC), and Governmentjobs.com d/b/a NEOGOV, with budget authority in the amount of $128,533.51. District-wide

Executive Summary.pdf
Agreement.pdf

7. **FY24-020 - Healthcareer Certification Testing (NHA)**
Approve Additional Budget Authority in the amount of $350,000 for the Agreement between The School Board of Broward County, Florida (SBBC), and Assessment Technologies Institute, L.L.C. d/b/a National Healthcareer Association (NHA). District-wide

Executive Summary.pdf
Financial Analysis Worksheet.pdf

8. **ITB24-195 – Public Address (PA) Systems, Intercoms, Equipment, Parts and Accessories**
Approve the First Renewal for Invitation to Bid (ITB) ITB24-195 – Public Address (PA) Systems, Intercoms, Equipment, Parts and Accessories with the following Vendor: NDR Corporation, with budget authority in the amount of $34,920. District-wide

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

9. **ITB-FY22-167 – Maintenance of Hardwood Floors - 180 Day Extension of ITB and Request for Additional Funding Request**
Approve the 180-Day Extension to the Invitation to Bid ITB-FY22-167 – Maintenance of Hardwood Floors awarded to Trident Surfacing, Inc., with budget authority in the amount of Capital Projects $1,080,000. District-wide

Executive Summary.pdf
Evaluations-2.pdf
Extension Letter.pdf
List of Schools.pdf

10. **ITB-FY24-177 – Locks, Keys and Door Hardware**
Approve the First Renewal for Invitation to Bid (ITB) ITB-FY24-177 – Locks, Keys, and Door Hardware with the following three Vendors: 1) Independent Hardware South, Inc.; 2) Accredited Lock and Door Hardware Co.; 3) Electronic Access Specialists d/b/a Southern Lock and Supply, with budget authority in the amount of $983,945. District-wide

Executive Summary.pdf
Award Recommendation.PDF
Renewal Letters-3.pdf
List of Projects.pdf

11. **School Resource Officer (SRO) Summer 2026 Agreement (City of Coconut Creek)**
Approve the proposed 2026 Summer School Resource Officer (SRO) Agreement between The School Board of Broward County, Florida (SBBC), and the City of Coconut Creek, Florida, for the assignment of one School Resource Officer at Winston Park Elementary, with budget authority in the amount of $10,040.80. District 7

Executive Summary.pdf
Agreement.pdf

12. PY27-100 – ERP Implementation Services
ADDED
Approve the Piggyback Agreement between The School Board of Broward County, Florida (SBBC), and Plante & Moran, PLLC, with budget authority in the amount of $2,310,000. District-wide

Executive Summary.pdf
Agreement.pdf
Notice of Intent.pdf

13. RFP-FY23-277 – Janitorial Support Services
ADDED
Approve the First Amendment to the Agreements between The School Board of Broward County, Florida (SBBC), and the following three Vendors: 1) Amer-Plus Janitorial Maintenance, LLC; 2) Crestwood Services, Inc. d/b/a Total Cleaning Encompass Onsite, LLC; 3) J and A Cleaning Company, LLC, with budget authority in the amount of $282,180. District-wide

Executive Summary.pdf
Financial Analysis Worksheet.pdf
Original Agreements.pdf
First Amendments-3.pdf
Renewal Letters-3.pdf
Evaluations-2.pdf

14. RFP27-029 - Cost and Program Control Management Services (CPCM)
ADDED
Approve the Rejection of all Proposals received for Request for Proposal (RFP) RFP27-029 – Cost and Program Controls Manager ("CPCM"). District-wide

Executive Summary.pdf
Financial Analysis Worksheet.pdf

P. POLICIES (CONSENT)

R. RESOLUTIONS (CONSENT)

1. Resolution No. 27-117 - Reimbursement Resolution
Adopt Resolution No. 27-117 - Reimbursement Resolution declaring the official intent of the School Board to reimburse itself from the proceeds of tax-exempt obligations for certain expenses to be incurred with respect to the acquisition, construction and equipping of certain educational facilities, sites and equipment. District-wide

Executive Summary.pdf
Resolution 27-117.pdf

S. SCHOOLS (LEARNING COMMUNITIES) (CONSENT)

T. INFORMATION SYSTEMS (CONSENT)

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

PUBLIC HEARINGS

1. **Rulemaking**
   ADDITIONAL INFORMATION
   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.

   Additional Information Memo.pdf
   Executive Summary.pdf
   Policies for Adoption.pdf
   Policies for Rescission.pdf

SUPERINTENDENT'S REPORT

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

***** REGULAR/POSTPONED ITEMS *****

1. **ITB26-031 – Bleacher and Auditorium Seating Repair Services - Additional Funding Request**
   Approve an increase in budget funding in the amount of $4,535,000 for Invitation to Bid (ITB) ITB26-031 – Bleachers and Auditorium Seating Repair Services awarded to the following three Vendors: 1) Faciliserv, Inc. d/b/a Charron Sports Services; 2) Lyle Bleachers, Inc.; 3) SSE and Associates, Inc. d/b/a Southeastern and Equipment, for continued bleacher and auditorium seating repair services. District-wide

   Executive Summary.pdf
   Financial Analysis Worksheet.pdf
   List of Schools/Schedule for FY26-27.pdf

2. **Proclamations Sponsored by School Board Members**
   REVISED/SPECIAL ORDER - 10:30 A.M.
   Receive the proclamations sponsored by School Board members. Board

   A request was received from District 9 (At-Large), Board Member Debra Hixon, to co-sponsor the Therman Keith Williams and Rebecca Celihan Dahl proclamations.

   Executive Summary.pdf
   917 Society Proclamation - WITHDRAWN.pdf
   Therman Keith Williams.pdf
   Rebecca Calihan Dahl.pdf
   Memo to Revise.pdf

PUBLIC COMMENTS (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.)

1. Chantel Sineus (P.M.)
2. Abelardo Tous Mulkay (P.M.)

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:

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

2026-10-13	Regular School Board Meeting
CATEGORY:	
DEPARTMENT:	Official School Board Records

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

TITLE:

Minutes

REQUESTED ACTION:

September 8, 2026, Special School Board Meeting (ADDED)
September 8, 2026, Second Public Hearing - Budget (ADDED)
September 15, 2026, Special School Board Meeting - Expulsions
September 15, 2026, Regular School Board Meeting (ADDED)
September 22, 2026, Special School Board Meeting (ADDED)

RATIONALE:

EXHIBITS:

FINANCIAL IMPACT:

STRATEGIC PLAN ALIGNMENT:
Student Focus Outcomes

OR **Business Operations**

BOARD ACTION:
(For Official School Board Records Only)

SOURCE OF ADDITIONAL INFORMATION

Name:	Phone:
Name:	Phone:

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Senior Leader & Title

Signature

Electronic Signature
Form $4189 Revised 9/26
HH/JJS

Approved in Open Board Meeting On: _____

By: _____
School Board Chair

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

OFFICE OF THE SUPERINTENDENT

September 8, 2026
Tuesday, 4:30 p.m.

MINUTES OF SPECIAL SCHOOL BOARD MEETING

The School Board of Broward County, Florida, met in special session at 4:32 p.m. in the Board Room of the Kathleen C. Wright Administrative Center, 600 Southeast Third Avenue, Fort Lauderdale, Florida. Present were: School Board Members Sarah Leonardi, Chair; Dr. Jeff Holness, Vice Chair (Telephonically); Lori Alhadeff; Adam Cervera, Esq.; Debra Hixon (Telephonically); Maura McCarthy Bulman; Nora Rupert (Telephonically); Rebecca Thompson; Dr. Allen Zeman; Dr. Howard Hepburn, Superintendent of Schools; and Kathy Dupuy-Bruno, General Counsel.

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

Added / Changed Items The Superintendent released a revised agenda with certain changes for this meeting and published it on the school District's website on September 1, 2026 and September 2, 2026. (9-0 vote)

Added: Agenda Item 2

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

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

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

Superintendent's Recommendation(s)

1. **Superintendent's Annual Financial Report to the Commissioner of Education**
   (Approved)

   Motion was made by Dr. Zeman, seconded by Mrs. Hixon and carried, to approve the Superintendent's Annual Financial Report for the Fiscal Year Ended June 30, 2026. District-wide (9-0 vote)

   The Chair received public comments.

   Board discussion included, but was not limited to, staff reductions and declining student enrollment; the fiscal impact of declining enrollment and revenue; the reassignment of affected employees to instructional and other vacant positions; class size, teacher vacancies, and efforts to balance classes across schools.

   A vote was taken on this item.

2. **ITB-FY23-184 - Athletic Security Service (Wanding) (Approved)**
Motion was made by Dr. Zeman, seconded by Mrs. Hixon and carried, to the Second Renewal of the Invitation to Bid (ITB) ITB-FY23-184 - Athletic Security Service (Wanding) between The School Board of Broward County, Florida (SBBC), and Guardian Professional Security, LLC, with additional budget authority in the amount of $710,000. District-wide (9-0 vote)

The Chair received public comments.

Board discussion included, but was not limited to, the cost-effectiveness of using District security personnel versus contracted services; the use of weapons detection systems and wanding at school events; and possible training requirement for contracted security personnel regarding individuals with varying exceptionalities and de-escalation.

A vote was taken on this item.

Adjournment This meeting was adjourned at 5:08 p.m.

/cj

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

OFFICE OF THE SUPERINTENDENT

September 8, 2026
Tuesday, 5:01 p.m.

MINUTES OF SECOND PUBLIC HEARING – BUDGET

The School Board of Broward County, Florida, met in special session at 5:14 p.m. in the Board Room of the Kathleen C. Wright Administrative Center, 600 Southeast Third Avenue, Fort Lauderdale, Florida. Present were: School Board Members Sarah Leonardi, Chair; Dr. Jeff Holness, Vice Chair (Telephonically); Lori Alhadeff; Adam Cervera, Esq.; Debra Hixon; Maura McCarthy Bulman; Nora Rupert (Absent); Rebecca Thompson; Dr. Allen Zeman; Dr. Howard Hepburn, Superintendent of Schools; and Kathy Dupuy-Bruno, General Counsel.

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

Added / Changed Items The Superintendent released a revised agenda with certain changes for this meeting and published it on the school District's website on September 1, 2026 and September 4, 2026.
Mrs. Rupert was absent. (8-0 vote)

Additional Information: Item 2

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

Close Agenda Upon motion by Dr. Zeman, seconded by Mrs. Hixon and carried, the Agenda was approved and declared closed.
Mrs. Rupert was absent. (8-0 vote)

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

Board Member Hixon was designated as Vice-Chair for this meeting.

Statement by the Chair
Welcoming the audience to the second and final Public Hearing for the 2026–2027 Millage Rates and Budget, Chair Leonardi stated that the hearing was the final step in the District's annual budget adoption process. She explained that the School Board would consider the adoption of the final millage rates and budget, which would complete the required Truth in Millage (TRIM) and budget adoption process for the year. The Chair introduced the Superintendent and asked him to provide a brief overview of the budget.

Statement by the Superintendent

Superintendent Hepburn presented the 2026–2027 final millage rates and budget for the School Board's consideration and adoption. He stated that the budget supported the District's core priorities, including strong academic outcomes, safe and secure schools, high-quality instruction, student services, and its workforce. He highlighted the District's "A" rating for the third consecutive year, strong academic performance, and graduation outcomes, emphasizing the importance of financial decisions that protected classrooms and the learning environment.

The Task Assigned Chief Financial Officer, Omar Shim reviewed a PowerPoint presentation.

Superintendent's Recommendation(s)

1. **Resolution Adopting Final Millage Rates (Adopted)**

   Motion was made by Ms. Thompson, seconded by Mrs. Hixon and carried, to adopt Resolution #27-114, approving the final millage rates for 2026-27. District-wide
   Mrs. Rupert was absent. Mr. Cervera voted no. (7-1 vote)

   The Chair received public comments.

   Board discussion included the decrease in the millage rates from 2020 to 2026 and the State-required local effort; the impact of property values on taxes and the redistribution of education funding among districts; concerns regarding the fund balance remaining below the Board's 5% policy target; monitoring departmental expenditures to prevent overspending; and the financial importance of the referendum, including its potential impact on future operations and employee compensation.

   Jeffrey Whitney, Assistant Director, Budget read the resolution adopting the final millage rates into the record.

   A vote was taken on this item.

2. **Resolution Adopting 2026-2027 Budget (Adopted)**

   Motion was made by Dr. Zeman, seconded by Mrs. Hixon and carried, to adopt Resolution #27-115, approving the final budget for 2026-2027. District-wide
   Mrs. Rupert was absent. Mr. Cervera and Mrs. Hixon voted no. (6-2 vote)

   The Chair received public comments.

   Board discussion included the Central Office hiring freeze and timing of projected savings; continuation of the existing referendum millage; employee compensation and potential cost savings; declining enrollment, school consolidations, and property leasing; statutory budget adoption requirements and future amendments; per-pupil funding disparities; potential block scheduling savings; and collective bargaining requirements for employee compensation.

   Jeffrey Whitney, Assistant Director, Budget read the resolution adopting the 2026- 2027 budget into the record.

Recapitulation of 2026-27 Budget Resolution (in millions)

Fund Title:	
General Fund	$3,472.6
General Fund - FES Funding Reduction	(376.6)
Special Revenue - Food Service	133.0
Special Revenue - Other	212.6
Special Revenue - ESSER	0.0
Special Revenue - Other CRRSA	0.0
Special Revenue - Other ARP	0.0
Special Revenue - Miscellaneous	1.1
Debt Service	274.5
Capital Projects	1,287.0
Internal Services	125.8
Sub-Total	**$5,130.0**
Less Transfers Out:	(466.0)
Total All Funds	**$4,664.0**

A vote was taken on this item.

Adjournment This meeting was adjourned 7:56 p.m.

/cj

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

OFFICE OF THE SUPERINTENDENT

September 15, 2026
Tuesday, 8:45 a.m.

MINUTES OF REGULAR SCHOOL BOARD MEETING

The School Board of Broward County, Florida, met in special session at 9:08 a.m. in the Board Room of the Kathleen C. Wright Administrative Center, 600 Southeast Third Avenue, Fort Lauderdale, Florida. Present were: School Board Members Sarah Leonardi, Chair; Dr. Jeff Holness, Vice Chair; Lori Alhadeff; Adam Cervera, Esq.; Debra Hixon; Maura McCarthy Bulman; Nora Rupert (Telephonically); Rebecca Thompson; Dr. Allen Zeman; Dr. Howard Hepburn, Superintendent of Schools; and Kathy Dupuy-Bruno, General Counsel.

Call to Order The Chair called the meeting to Order. Board Member Alhadeff introduced the Forest Glen Middle School Chorus who led the Pledge of Allegiance to the Flag of the United States of America and performed The Star-Spangled Banner.

Moments of Silence were held for Ms. Rebecca Dahl, a dedicated and committed BCPS principal; and Alfred Desmandes, Bus Relief Operator at the North terminal, Student Transportation.

Minutes for Approval Motion was made by Dr. Zeman, seconded by Mrs. Hixon and carried, to approve the official Minutes for the following Board Meetings:
Mrs. Bulman was absent for the vote. (8-0 vote)

- August 4, 2026 - Special School Board Meeting
- August 11, 2026 - Special School Board Meeting
- August 19, 2026 - Regular School Board Meeting
- September 1, 2026 - Special School Board Meeting - DEFP

Added / Changed Items The Superintendent released a revised agenda with certain changes for this meeting and published it on the school District's website on September 1, 2026, September 8, 2026, September 11, 2026, and September 14, 2026:
Mrs. Bulman was absent for the vote. (8-0 vote)

Added: B-4, T-2, HH-2, BB-2, BB-3, OO-12 through OO-14
Added Minutes: August 4, 2026 , SSBM, August 11, 2026, SSBM, August 19, 2026, RSBM, September 1, 2026, SSBM - DEFP
Added Speakers (AM): Nathalie Lynch-Walsh, Trudy Jermanovich, Emily Fonseca, and Delvin King
Additional Information: H-1 through H-3, B-2
Revised: OO-15, PP-1
Special Order: S-1, BB-1
Withdrawn: B-3, O-3

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

Close Agenda Upon motion by Dr. Zeman, seconded by Mrs. Hixon and carried, the Agenda was approved and declared closed.
Mrs. Bulman was absent for the vote. (8-0 vote)

In Memorium

Gardner Kim	Technology Support Specialist Stranahan High	Born: July 23, 1963 Deceased: August 1, 2026
Rebecca Dahl	Retired Principal	Born: April 18, 1951 Deceased: August 31, 2026

Student Recognitions – None.

Speakers

1. Nathalie Lynch-Walsh
2. Delvin King

General Counsel clarified that the Board could limit public comments regarding ongoing investigations within a limited public forum to preserve the integrity of the investigation.

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

Open Agenda Following identification of those items Board Members and members of the public indicated they would like considered separately, motion was made by Dr. Zeman, seconded by Mrs. Hixon and carried, to approve the Open Items that were not indicated to be pulled for discussion. (9-0 vote)

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

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

H. HUMAN RESOURCES (CONSENT)

H-1. Appointments, Leaves, and Separations of Employment (Approved)
Motion was made by Dr. Zeman, seconded by Mrs. Hixon and carried, to approve the appointments, leaves and separations of employment. District-wide
First Vote: without Fabian Cone and Christopher Ruiz (9-0 vote)
Second Vote: with Fabian Cone and Christopher Ruiz
Mr. Cervera, Mrs. Hixon, and Mrs. Rupert voted no. (6-3 vote)

The Chair received public comments.

Comments were made regarding recognition of the retirees; and concerns regarding significant pay increases associated with two task assignments.

Motion to Amend (Carried)
Motion was made by Mrs. Hixon, seconded by Mrs. Rupert and carried, to remove the names of the two tasked assigned positions: Fabian Cone and Christopher Ruiz from agenda item H-1.
Mrs. Alhadeff voted no. (8-1 vote)

The Chair received public comments.

Board discussion included clarification of the Board's authority regarding personnel recommendations, the Superintendent's operational authority, and the legal requirements for rejecting a recommendation.

A vote was taken on the Motion to Amend.

A vote was taken on the remaining item, without the two separated names above. (9-0 vote)

Board discussion included the anticipated duration and cost of the task assignments; the need for continued leadership and specialized expertise; concerns regarding task assignment salary increases exceeding the previously discussed 5%; collective bargaining requirements; and the Board's authority regarding salary adjustments and renegotiation.

(Discussion on Agenda Item H-1 was paused for general public comments, the Superintendent's Report, and Committee Reports.)

Motion to Table (Carried)
Motion was made by Mrs. Leonardi, seconded by Dr. Zeman and carried, to table the two names from Agenda Item H-1 until later in the meeting, allowing time for the General Counsel to conduct additional research to verify information and advise the Board.
Mrs. Alhadeff, Mr. Cervera, and Mrs. Rupert voted no. (6-3 vote)

The Chair received public comments.

Board discussion included clarification of the legal authority governing the approval of task assignments and related compensation; the need for further legal review of the Board's authority regarding task assignment compensation; and consideration of establishing compensation limits for future task assignments.

A vote was taken on the Motion to Table.

Following a vote on Item B-4 , Item H-1 was brought back for discussion through a motion by Dr. Zeman, seconded by Mrs. Hixon.

General Counsel informed that the Superintendent had the authority to determine temporary task-assignment compensation, including amounts above the administrative 5% practice, based on applicable law and Board-approved compensation frameworks.

Motion (No Vote Taken)
Motion was made by Dr. Zeman, seconded by Mrs. Alhadeff, for task assigned temporary or interim assignments at or below Pay Band D, there will be a cap at 5%; and for task assigned temporary or interim assignments above Pay Band D, there will be a cap of 10% going forward.

Board discussion included, but was not limited to, task assignment compensation; District financial constraints; employee workload and equity; contractual requirements; and support for the Superintendent's recommendation.

Motion (Failed)
Motion was made by Mrs. Hixon, seconded by Mrs. Rupert, to approve Christopher Ruiz in Agenda Item H-1.
Mrs. Bulman, Mr. Cervera, Dr. Holness, Mrs. Leonardi, Ms. Thompson, and Dr. Zeman voted no. (3-6 vote)

The Chair received public comments.

A vote was taken on the Motion.

Motion (Carried)
Motion was made by Dr. Zeman, seconded by Mrs. Bulman and carried, to approve these two names (Fabian Cone and Christopher Ruiz) as recommended by the Superintendent.
Mr. Cervera, Mrs. Hixon, and Mrs. Rupert voted no. (6-3 vote)

The Chair received public comments.

Comments were made regarding task assignment compensation; minimum qualification requirements; teacher compensation for additional duties; and legal requirements for Board approval.

A vote was taken on the Second Motion to amend.

Motion (Carried)
Motion was made by Dr. Zeman, seconded by Ms. Thompson and carried, to set a limit of 5% for salary increases for any interim assignment at or below Pay Band D, and a 10% limit for any interim assignments above Pay Band D.
Mrs. Alhadeff, Mrs. Bulman, Mr. Cervera, and Mrs. Rupert voted no. (5-4 vote)

The Chair received public comments.

Comments were made regarding clarification of the motion to exclude collective bargaining groups; contractual compensation requirements; and the wording and order of the motion.

A vote was taken on the Motion.

H-2. Employee Corrective Actions/Probationary Releases

(Approved as Amended)

Motion was made by Dr. Zeman, seconded Ms. Thompson, to approve employee discipline and corrective actions. District-wide**. This Motion was superseded by a Motion to Amend**. (9-0 vote)

Superintendent Hepburn removed Jennifer Marchese and Gabriel Moraga as their resignations were accepted.

Motion to Amend (Carried)
Motion was made by Mrs. Leonardi, seconded by Dr. Zeman and carried, to remove Jennifer Marchese and Gabriel Moraga from Agenda Item H-2.
(9-0 vote)

A vote was taken on the Motion to Amend.

A vote was taken on this item as amended.

***H-3. Supplemental Pay Position 3 (Approved)**

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

A. ACADEMICS (CONSENT)

***A-1. AGR27-023 - Health Science Clinical Programs (Broward Health)**

(Approved)

Approved the Agreement between The School Board of Broward County, Florida (SBBC), and North Broward Hospital District d/b/a Broward Health, with no budget authority request. District-wide

***A-2. Uniform Statewide Assessment Calendar for 2026-2027 (Approved)**

Approved the Uniform Statewide Assessment Calendar for the 2026-2027 school year as required by 1008.22(7)(d), Florida Statutes (F.S.) and the State Board of Education Rule 6A-1.-04224, Florida Administrative Code (F.A.C.) District-wide

***A-3. 2026-2027 Broward County Public Schools Professional Learning Catalog**

(Approved)

Approved the 2026-2027 Broward County Public Schools (BCPS) Professional Learning Catalog for districtwide implementation. District-wide

B. BOARD MEMBERS (CONSENT)

B-1. Protecting Instructional Time: Limiting Non-Instructional YouTube Access During the School Day (Approved as Amended)

Motion was made by Dr. Zeman, seconded by Ms. Thompson, to direct the Superintendent to develop and implement guidelines restricting student access to YouTube for non-instructional purposes during the school day, including disabling access to YouTube Shorts, while preserving teachers' discretion to use YouTube for approved instructional purposes, and to bring an implementation plan back to the Board by October 13, 2026. (Leonardi).
This Motion was superseded by a Motions to Amend. (9-0 vote)

The Chair received public comments.

Board discussion included concerns regarding student access to YouTube Shorts on District-issued devices and Wi-Fi; the potential for inappropriate and distracting content; preserving educational uses of YouTube and teacher autonomy; reviewing other social media platforms for gaps in District restrictions; the limited use of YouTube in elementary classrooms; and the ability to incorporate educational videos into Canvas.

Motion to Amend (Carried)
Motion was made by Mr. Cervera, seconded by Mrs. Leonardi and carried, to 1) Direct the Superintendent to provide what programs and video sharing social media websites our students have access to now. 2) What is the proposed educational value that the district believes is associated with those websites? (9-0 vote)

The Chair received public comments.

A vote was taken on the Motion to Amend.

Comments were made regarding expanding restrictions beyond YouTube Shorts to other algorithmic social media platforms; concerns about distractions during the school day; and developing broader guidelines for student access.

Substitute Motion (Carried)
Motion was made by Dr. Zeman, seconded by Mrs. Leonardi and carried, to replace YouTube Shorts in the motion to read as follows:

> To direct the Superintendent to develop and implement guidelines restricting student access to YouTube for non-instructional purposes during the school day, including disabling access to all algorithmic social media and video sharing platforms, including YouTube Shorts, while preserving teachers' discretion to use YouTube for approved instructional purposes, and to bring an implementation plan back to the Board by October 13, 2026. (9-0 vote)

Comments were made regarding the need for a gap analysis before expanding restrictions; potential impacts on instructional tools; clarification that the motion directed the development of guidelines; and a two-week timeframe for completing the gap analysis and guidelines.

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

A vote was taken on the item as amended.

B-2. Bicycle and Electric Bike (E-Bike) Policy (Approved)

Motion was made by Dr. Zeman, seconded by Mrs. Hixon and carried, to direct the General Counselor to work with NEOLA to initiate rulemaking for a policy regarding the use of Bicycles and Electric Bikes (E-Bikes) within the district. (9-0 vote)

The Chair received public comments.

Board discussion included, but was not limited to, e-bike and bicycle safety concerns; development of a District policy addressing bicycles, e-bikes, scooters, and similar transportation; student and parent safety education; collaboration with municipalities and community partners; and enforcement and regulatory considerations.

A vote was taken on this item.

B-3. Rename Sawgrass Springs Middle School to honor the late Nancy Metayer, Vice Mayor of the City of Coral Springs (Withdrawn)

B-4. District-wide Review of Class Size, Staffing Levels, and Corrective Action Plan (Approved)

Motion was made by Dr. Zeman, seconded by Mrs. Hixon and carried, to direct the Superintendent to conduct a Districtwide review of class sizes and instructional staffing at all schools and provide a written report identifying classrooms and/or core-curriculum class sections that currently exceed, or are projected to exceed, applicable class-size requirements established by Florida law, as well as schools and grade levels materially exceeding District staffing and student- to-teacher allocation guidelines. Further direct the Superintendent to develop and present a comprehensive corrective action plan identifying the steps necessary to address identified class-size and staffing concerns. (Cervera) (9-0 vote)

The Chair received public comments.

Board discussion included, but was not limited to, class size concerns and ongoing efforts to reduce overcrowding; staffing levels and continued teacher hiring; Exceptional Student Education (ESE) classroom staffing and support needs; use of District staff for classroom and substitute coverage; and the impact of funding constraints on staffing and class sizes.

A vote was taken on this item.

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

***C-1. Official Seal of The School Board of Broward County, Florida (Approved)**
Approved the adoption of the circular School Board logo, as the official seal of The School Board of Broward County, Florida, and authorize its incorporation into Standard Operating Procedure SOP-COMM-0114, District Name, Official Seal, and Logos: Use, Authorization, and Control. District-wide

E. SAFETY & SECURITY (CONSENT)

F. FINANCIAL MANAGEMENT (CONSENT)

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

F-2. Budget Report for the Period Ended July 31, 2026 (Approved)
Motion was made by Dr. Zeman, seconded by Mrs. Hixon and carried, to approve the Budget Report for the period ended July 31, 2026, including any accompanying budget amendments. District-wide (9-0 vote)

Comments were made regarding monthly reporting of budgeted versus actual expenditures and the importance of maintaining spending within the Board-approved budget.

A vote was taken on this item.

G. GENERAL COUNSEL (CONSENT)

J. CAPITAL PROGRAMS (CONSENT)

M. STRATEGY & OPERATIONS (CONSENT)

***M-1. Summit Collegiate Academy, Inc. Denial of Charter School Application (Approved)**
Approved the denial of the Florida Charter School Virtual Application submitted by Summit Collegiate Academy, Inc. d/b/a Summit Collegiate Academy Virtual Charter School, for the opening of a charter school based on the grounds specified in the Executive Summary and authorize the Superintendent to issue a notice of denial. District-wide

The Chair received public comments.

O. OPERATIONS (CONSENT)

***O-1. Superintendent's Recommendations for Pre-Qualification Certification (Approved)**
Approved the Recommendations of the Qualification, Selection, and Evaluation Committee (QSEC) Meeting held on August 13, 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

***O-2. RFP26-181 – Voluntary Supplemental Insurance for School Board Employees (Approved)**

Approved the Rejection of all Proposals received for Request for Proposal (RFP) RFP26-181 - Voluntary Supplemental Insurance for School Board Employees. District-wide

O-3. RFP27-020 – Weight Loss Management and Chronic Disease Management Programs for School Board Employees (Withdrawn)

(Following a recess, the Regular School Board Meeting reconvened with Agenda Item S-1.)

S. SCHOOLS (LEARNING COMMUNITIES) (CONSENT)

S-1. Renaming Deerfield Park Elementary School Auditorium to the "Jacquelyn B. Haywood Performing Arts Auditorium" (Approved)

Motion was made by Ms. Thompson, seconded by Dr. Holness and carried, to approve the renaming of Deerfield Park Elementary School's Auditorium to the "Jacquelyn B. Haywood Performing Arts Auditorium". District 7
Mrs. Alhadeff and Dr. Zeman were absent for the vote. (7-0 vote)

The Chair received public comments.

Dr. Fulton recognized Mrs. Jacquelyn B. Haywood for her distinguished service, leadership, and commitment to students and presented the naming of Deerfield Park Elementary School’s auditorium as the Jacquelyn B. Haywood Performing Arts Auditorium for Board consideration.

Mrs. Haywood expressed gratitude for the honor and reflected on her dedication to Deerfield Park School of Performing Arts, her commitment to knowing and supporting every student, and her lifelong passion for education and student success.

Board discussion included recognition of Mrs. Haywood’s leadership, dedication to students and the District, lasting impact on the community, and support for naming the auditorium in her honor.

A vote was taken on this item.

T. INFORMATION SYSTEMS (CONSENT)

T-1. AGR26-049 - Linewize Filter, Classwize, Monitor (Approved)

Motion was made by Dr. Zeman, seconded by Mrs. Hixon and carried, to approve the First Amendment to the existing Agreement between The School Board of Broward County, Florida (SBBC), and Howard Industries, Inc. which offers the Linewize by Qoria platform with no additional budget authority requested. District-wide (9-0 vote)

Board discussion included the Linewize parent monitoring rollout; increased transparency into student screen time and software usage; potential cost savings through improved software utilization data; and parent training and communication. Staff to correct the typo on page 8 of 12 of the First Amendment.

A vote was taken on this item.

***T-2. SAP Ariba Termination (Approved)**

Approved termination of the District's subscriptions to SAP Ariba Cloud Services under the Order Form for SAP Cloud Services between Ariba, Inc. ("SAP") and The School Board of Broward County, Florida, effective at the conclusion of the current subscription period on October 16, 2026. District-wide

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

Committee Reports (Committee Reports listed on the Regular School Board Meeting agenda will be heard immediately following the Consent Agenda.)
Broward County Council PTAs/PTSAs – Written Report
Employee Unions/Groups – Lisa Maxwell, Executive Director, BPAA

These reports may be viewed in their entirety at: https://www.browardschools.com/meetingagendas (Click on School Board Meeting September 15, 2026.)

Superintendent's Report
Superintendent Hepburn provided updates on the District's continued investment in artificial turf fields and efforts to educate the community about the Secure the Next Generation referendum, including upcoming town halls and community outreach.

BECON presented videos regarding the artificial turf field, the upcoming referendum, and a recap highlighting key moments in the District.

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

HH. HUMAN RESOURCES (OPEN)

HH-1. First Amendment to Employment Agreement - General Counsel (Approved)

Motion was made by Dr. Zeman, seconded by Mrs. Hixon and carried, to approve the First Amendment to Employment Agreement between The School Board of Broward County, Florida (SBBC) and Kathy Dupuy-Bruno, Esq., B.C.S. District-wide (9-0 vote)

Agenda Items HH-1, HH-2, DD-1 through DD-4, GG-1, GG-2, JJ-1 through JJ-3, OO-1 through OO-5, OO-7 through OO-15, and RR-1 were moved concurrently.

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

HH-2. Memorandum of Understanding between SBBC and BTU-EP for the 2026-27 School Year (Adopted)

Motion was made by Dr. Zeman, seconded by Mrs. Hixon and carried, to adopt the provisions of the Memorandum of Understanding (MOU) between the School Board of Broward County, FL (SBBC) and the Broward Teachers Union (BTU-EP) regarding the Teacher Salary Increase Allocation (TSIA) for the 2026-27 school year. District-wide (9-0 vote)

Agenda Items HH-1, HH-2, DD-1 through DD-4, GG-1, GG-2, JJ-1 through JJ-3, OO-1 through OO-5, OO-7 through OO-15, and RR-1 were moved concurrently.

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

AA. ACADEMICS (OPEN)

BB. BOARD MEMBERS (OPEN)

BB-1. Repayment of Funds to the City of Parkland (Approved as Amended) (Postponed from August 19, 2026, RSBM)

Motion was made by Dr. Zeman, seconded by Ms. Thompson, to direct the Superintendent of Schools to pay back funds from the sale of the land in Parkland, to the City of Parkland. (Alhadeff) **This Motion was superseded by a Motion to Amend.** (9-0 vote)

The Chair received public comments.

The Chair clarified that consideration of the pending motion had been postponed from the previous meeting to the current meeting and that the motion would be read into the record.

Motion to Amend (No Vote was Taken)
Motion was made by Mrs. Alhadeff, seconded by Mr. Cervera, I move to give Dr. Hepburn Board authority to negotiate payment with the Parkland City Manager, within parameters of a minimum of $850,000 and a maximum of $2,000,000 with negotiations to be completed by September 18, 2026.

Board discussion noted that the City of Parkland has partnered with Broward County Public Schools for more than 20 years. The discussion also addressed the consideration of reimbursing the City of Parkland's $850,000 contribution; the District's legal obligation; prior representations regarding repayment, and options for using the funds in a mutually beneficial manner within Parkland.

Substitute Motion (Carried)
Motion was made by Ms. Thompson, seconded by Mrs. Bulman and carried, I move to authorize the return of the $850,000 contribution to the City of Parkland. (9-0 vote)

The Chair received public comments.

Amendment (Failed Due to Lack of Second)
Motion was made by Dr. Holness, we approve $850,000 to be placed in a trust or a Broward Education Foundation account to be used for academic related purposes for only Broward County Public Schools in Parkland and Broward schools will work collaboratively with Parkland on how it is spent.

A vote was taken on the Substitute Motion.

BB-2. Marjory Stoneman Douglas Existing Supplements (Approved)
Motion was made by Dr. Zeman, seconded by Mrs. Hixon and carried, to direct the Superintendent of Schools to approve the annual $5,000 supplement for school-based administrators through the 2033-2034 school year. Alhadeff Mrs. Hixon and Mrs. Leonardi voted no. (7-2 vote)

The Chair received public comments.

Board discussion included, but was not limited to, continuation of the Marjory Stoneman Douglas High School administrator supplement; ongoing responsibilities related to the 2018 tragedy; comparable District supplements and complexity-based compensation; and the proposed duration and amount of the supplement.

A vote was taken on this item.

BB-3. Dr. Allen Zeman to attend the Council of the Great City Schools Conference (Approved)
Motion was made by Dr. Zeman, seconded by Ms. Thompson and carried, to approve that the School Board confirms the travel for Dr. Allen Zeman to attend the 70th annual Council of the Great City Schools Conference is for official School Board business and that it complies with the rules of the state Board of Education. (Zeman)
Mrs. Alhadeff was absent for the vote. Mr. Cervera and Mrs. Rupert voted no. (6-2 vote)

Board discussion included Board member travel reimbursement; the existing travel freeze; travel for conferences and required training; the value of conference participation; and the process for approving District-funded travel.

A vote was taken on this item.

Additional Board discussion included new Board member training; reconsideration of Board travel restrictions; conference participation and professional development; legislative advocacy and networking; and fiscal concerns regarding District-funded travel.

CC. OFFICE OF THE SUPERINTENDENT / CHIEF OF STAFF (OPEN)

DD. CHIEF AUDITOR (OPEN)

DD-1. Audit of the Internal Funds of Selected Schools (Received)

Motion was made by Dr. Zeman, seconded by Mrs. Hixon and carried, to receive Internal Funds Audit Report - Audit of the Internal Funds of Selected Schools. District-wide (9-0 vote)

Agenda Items HH-1, HH-2, DD-1 through DD-4, GG-1, GG-2, JJ-1 through JJ-3, OO-1 through OO-5, OO-7 through OO-15, and RR-1 were moved concurrently.

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

DD-2. Internal Audit Report - Property & Inventory Audit of Selected Locations (Received)

Motion was made by Dr. Zeman, seconded by Mrs. Hixon and carried, to receive the Internal Audit Report - Property and Inventory of Selected Locations. District-wide (9-0 vote)

Agenda Items HH-1, HH-2, DD-1 through DD-4, GG-1, GG-2, JJ-1 through JJ-3, OO-1 through OO-5, OO-7 through OO-15, and RR-1 were moved concurrently.

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

DD-3. Internal Audit Report-Review of Technical Staffing & Consulting Services (Received)

Motion was made by Dr. Zeman, seconded by Mrs. Hixon and carried, to receive the Internal Audit Report - Review of Technical Staffing and Consulting Services Invitation to Bid (ITB FY23-045). District-wide (9-0 vote)

Agenda Items HH-1, HH-2, DD-1 through DD-4, GG-1, GG-2, JJ-1 through JJ-3, OO-1 through OO-5, OO-7 through OO-15, and RR-1 were moved concurrently.

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

DD-4. Internal Funds FY2025 Audits Summary of Exceptions and Trends Report (Received)

Motion was made by Dr. Zeman, seconded by Mrs. Hixon and carried, to receive the Internal Funds FY2025 Audits Summary of Exceptions and Trends Report. District-wide (9-0 vote)

Agenda Items HH-1, HH-2, DD-1 through DD-4, GG-1, GG-2, JJ-1 through JJ-3, OO-1 through OO-5, OO-7 through OO-15, and RR-1 were moved concurrently.

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

DD-5. S. Davis & Associates Secure the Next Generation Referendum Renewal Audit. (Received)

Motion was made by Dr. Zeman, seconded by Mrs. Hixon and carried, to receive the S. Davis & Associates P.A.- Secure the Next Generation Referendum Audit Report. District-wide (9-0 vote)

The Chair received public comments.

Board discussion included the audit findings confirming referendum funds were used in accordance with voter-approved purposes; efforts to inform the public about the referendum; restrictions on using District resources for advocacy; and community outreach efforts to provide referendum information.

A vote was taken on this item.

EE. SAFETY & SECURITY (OPEN)

FF. FINANCIAL MANAGEMENT (OPEN)

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

Motion was made by Dr. Zeman, seconded by Mrs. Hixon and carried, to approve the submission of the following grant applications. District-wide (9-0 vote)

Comments were made recognizing the Grants Department, schools, and community partners for securing grant funding and supporting programs that benefited students and the District.

A vote was taken on this item.

GG. GENERAL COUNSEL (OPEN)

GG-1. Settlement Agreement - Burke Construction Group, Inc. v. The School Board of Broward County v. Crain Atlantis Engineering, Inc. (Approved)

Motion was made by Dr. Zeman, seconded by Mrs. Hixon and carried, to approve the Settlement Agreement among The School Board of Broward County, Florida ("SBBC"), Burke Construction Group, Inc. ("Burke"), and Crain Atlantis Engineering, Inc. ("Crain"). District 3 (9-0 vote)

Agenda Items HH-1, HH-2, DD-1 through DD-4, GG-1, GG-2, JJ-1 through JJ-3, OO-1 through OO-5, OO-7 through OO-15, and RR-1 were moved concurrently.

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

GG-2. Settlement Agreement – Burke Construction Group, Inc. v. The School Board of Broward County, Florida (Approved)

Motion was made by Dr. Zeman, seconded by Mrs. Hixon and carried, to approve additional funding in the amount of $207,221 and the Settlement Agreement between The School Board of Broward County, Florida ("SBBC") and Burke Construction Group, Inc. ("Burke"). District 4 (9-0 vote)

Agenda Items HH-1, HH-2, DD-1 through DD-4, GG-1, GG-2, JJ-1 through JJ-3, OO-1 through OO-5, OO-7 through OO-15, and RR-1 were moved concurrently.

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

JJ. CAPITAL PROGRAMS (OPEN)

JJ-1. Change Order #4 - Atlantic Technical College & HS, P.000415 (Approved)

Motion was made by Dr. Zeman, seconded by Mrs. Hixon and carried, to approve Change Order #4 granting 374 additional calendar days. District 7 (9-0 vote)

Agenda Items HH-1, HH-2, DD-1 through DD-4, GG-1, GG-2, JJ-1 through JJ-3, OO-1 through OO-5, OO-7 through OO-15, and RR-1 were moved concurrently.

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

JJ-2. Change Order #13 - Hallandale Magnet HS, P.002115 (Approved)

Motion was made by Dr. Zeman, seconded by Mrs. Hixon and carried, to approve additional funding in the amount of $150,000 and approve Change Order #13 in the amount of $170,579.27. District 1 (9-0 vote)

Agenda Items HH-1, HH-2, DD-1 through DD-4, GG-1, GG-2, JJ-1 through JJ-3, OO-1 through OO-5, OO-7 through OO-15, and RR-1 were moved concurrently.

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

JJ-3. Reciprocal Use Agreement with the Town of Davie (Approved)

Motion was made by Dr. Zeman, seconded by Mrs. Hixon and carried, to approve the Reciprocal Use Agreement (RUA) between the School Board of Broward County, Florida (SBBC) and the Town of Davie (Town) which will allow the SBBC and the Town to utilize each other's facilities. District 2 (9-0 vote)

Agenda Items HH-1, HH-2, DD-1 through DD-4, GG-1, GG-2, JJ-1 through JJ-3, OO-1 through OO-5, OO-7 through OO-15, and RR-1 were moved concurrently.

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

MM. STRATEGY & OPERATIONS (OPEN)

OO. OPERATIONS (OPEN)

OO-1. ITB-FY23-029 - Motor Coach Transportation Services (Approved)

Motion was made by Dr. Zeman, seconded by Mrs. Hixon and carried, to approve the Addition of Academy Bus, LLC to the Awarded Vendor Pool for Invitation to Bid (ITB) ITB-FY23-029 - Motor Coach Transportation Services for the existing Second Renewal Term of July 1, 2026, through June 30, 2027, with budget authority in the amount of $700,000. District-wide (9-0 vote)

Agenda Items HH-1, HH-2, DD-1 through DD-4, GG-1, GG-2, JJ-1 through JJ-3, OO-1 through OO-5, OO-7 through OO-15, and RR-1 were moved concurrently.

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

OO-2. ITB-FY23-094 – Electronic Door Access Control (Approved)

Motion was made by Dr. Zeman, seconded by Mrs. Hixon and carried, to approve the Second Renewal for Invitation to Bid (ITB) ITB-FY23-094 – Electronic Door Access Control awarded to DG Investment Intermediate Holdings 2, Inc. d/b/a Convergint Technologies LLC, with budget authority in the amount of $500,000. District-wide (9-0 vote)

Agenda Items HH-1, HH-2, DD-1 through DD-4, GG-1, GG-2, JJ-1 through JJ-3, OO-1 through OO-5, OO-7 through OO-15, and RR-1 were moved concurrently.

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

OO-3. ITB-FY23-122 – Emergency Debris Clean-Up and Removal Services (Approved)

Motion was made by Dr. Zeman, seconded by Mrs. Hixon and carried, to approve the Second Renewal for Invitation to Bid (ITB) ITB-FY23- 122 – Emergency Debris Clean-Up and Removal Services to the following six Vendors: 1) Ceres Environmental Services, Inc.; 2) CTC Disaster Response, Inc.; 3) DRC Emergency Services, LLC; 4) Innovative Environmental Services, Inc.; 5) Superior Landscaping & Lawn Service Inc.; 6) TFR Enterprises, Inc., with no request for budget authority. District-wide
(9-0 vote)

Agenda Items HH-1, HH-2, DD-1 through DD-4, GG-1, GG-2, JJ-1 through JJ-3, OO-1 through OO-5, OO-7 through OO-15, and RR-1 were moved concurrently.

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

OO-4. ITB-FY23-182 – Concrete Cutting Services and Core Drilling Services (Approved)

Motion was made by Dr. Zeman, seconded by Mrs. Hixon and carried, to approve the Second Renewal of Invitation to Bid (ITB) ITB-FY23-182 – Concrete Cutting Services and Core Drilling Services awarded to American Cutting and Drilling Company, with budget authority in the amount of $92,924. District-wide (9-0 vote)

Agenda Items HH-1, HH-2, DD-1 through DD-4, GG-1, GG-2, JJ-1 through JJ-3, OO-1 through OO-5, OO-7 through OO-15, and RR-1 were moved concurrently.

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

OO-5. ITB-FY23-187 - Towing Services (Approved)

Motion was made by Dr. Zeman, seconded by Mrs. Hixon and carried, to approve the Second Renewal for Invitation to Bid (ITB) ITB-FY23 -187 - Towing Services awarded to the following Vendor: Severe Incident Recovery Team, LLC, with an additional budget authority request in the amount of $42,000. District-wide (9-0 vote)

Agenda Items HH-1, HH-2, DD-1 through DD-4, GG-1, GG-2, JJ-1 through JJ-3, OO-1 through OO-5, OO-7 through OO-15, and RR-1 were moved concurrently.

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

OO-6. ITB-FY23-251 – Asphalt and Play Court Paving, Repairs, Resurfacing and Stripping (Approved)

Motion was made by Dr. Zeman, seconded by Mrs. Hixon and carried, to approve the Award of Invitation to Bid (ITB) ITB-FY23-251 – Asphalt and Play Court Paving, Repairs, Resurfacing and Stripping to the following Vendor: 1) Signature Contracting & Property Management, LLC, with budget authority in the amount of $6,500,000. District-wide (9-0 vote)

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

OO-7. ITB27-010 – Radio Repair and Maintenance (Approved)

Motion was made by Dr. Zeman, seconded by Mrs. Hixon and carried, to approve the Award of Invitation to Bid (ITB) ITB27-010 – Radio Repair and Maintenance to EconoComm, Inc. d/b/a Mobile Communications, with budget authority in the amount of $810,000. District-wide (9-0 vote)

Agenda Items HH-1, HH-2, DD-1 through DD-4, GG-1, GG-2, JJ-1 through JJ-3, OO-1 through OO-5, OO-7 through OO-15, and RR-1 were moved concurrently.

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

OO-8. RFP25-048 – Travel Agent and Tour Operation Services (Approved)
Motion was made by Dr. Zeman, seconded by Mrs. Hixon and carried, to approve the First Amendment to the Agreement between The School Board of Broward County, Florida (SBBC), and Flamingo Educational Tours, LLC, with no budget authority request. District-wide (9-0 vote)

Agenda Items HH-1, HH-2, DD-1 through DD-4, GG-1, GG-2, JJ-1 through JJ-3, OO-1 through OO-5, OO-7 through OO-15, and RR-1 were moved concurrently.

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

OO-9. RFP26-180 - Group Dental and Group Vision Insurance for School Board Employees (Approved)
Motion was made by Dr. Zeman, seconded by Mrs. Hixon and carried, to approve the Agreement between The School Board of Broward County, Florida (SBBC), and Aetna Life Insurance Company and Humana Insurance Company/CompBenefits Company, with budget authority in the amount of $8,016,540. District-wide (9-0 vote)

Agenda Items HH-1, HH-2, DD-1 through DD-4, GG-1, GG-2, JJ-1 through JJ-3, OO-1 through OO-5, OO-7 through OO-15, and RR-1 were moved concurrently.

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

OO-10. RFP-FY23-061 – Electrical Services (Approved)
Motion was made by Dr. Zeman, seconded by Mrs. Hixon and carried, to approve the Second Amendment to the Agreement between The School Board of Broward County, Florida (SBBC), and the following two Vendors: 1) AGC Electric, Inc.; 2) Universal Electric of Florida, Inc., with budget authority in the amount of $2,103,083. District-wide (9-0 vote)

Agenda Items HH-1, HH-2, DD-1 through DD-4, GG-1, GG-2, JJ-1 through JJ-3, OO-1 through OO-5, OO-7 through OO-15, and RR-1 were moved concurrently.

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

OO-11. RFP-FY24-105 – Employment Income Verification/Unemployment Comp Claims Services (Approved)
Motion was made by Dr. Zeman, seconded by Mrs. Hixon and carried, to approve the First Amendment to the Agreement between The School Board of Broward County, Florida (SBBC), and Corporate Cost Control, Inc. (Experian), with budget authority in the amount of $17,400. District-wide (9-0 vote)

Agenda Items HH-1, HH-2, DD-1 through DD-4, GG-1, GG-2, JJ-1 through JJ-3, OO-1 through OO-5, OO-7 through OO-15, and RR-1 were moved concurrently.

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

OO-12. AGR26-167 – Exceptional Student Ed. Residential Independent Services (FPA) **(Approved)**

Motion was made by Dr. Zeman, seconded by Mrs. Hixon and carried, to approve the Agreement between The School Board of Broward County, Florida (SBBC), and Florida Palms Academy, Inc. (FPA), with a Budget Authority of $2,884,632. District-wide (9-0 vote)

Agenda Items HH-1, HH-2, DD-1 through DD-4, GG-1, GG-2, JJ-1 through JJ-3, OO-1 through OO-5, OO-7 through OO-15, and RR-1 were moved concurrently.

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

OO-13. AGR27-012 - Postsecondary Student Information System (SIS) **(Approved)**

Motion was made by Dr. Zeman, seconded by Mrs. Hixon and carried, to approve the First Amendment to the Agreement between The School Board of Broward County, Florida (SBBC), and FOCUS School Software, LLC, and an increased budget authority in the amount of $95,872.50. District-wide (9-0 vote)

Agenda Items HH-1, HH-2, DD-1 through DD-4, GG-1, GG-2, JJ-1 through JJ-3, OO-1 through OO-5, OO-7 through OO-15, and RR-1 were moved concurrently.

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

OO-14. ITB-FY23-193 – Overhead and Automatic Door Repair and Maintenance **(Approved)**

Motion was made by Dr. Zeman, seconded by Mrs. Hixon and carried, to approve the Second Renewal of Invitation to Bid (ITB) ITB-FY23-193 – Overhead and Automatic Door Repair and Maintenance, awarded to the following Vendor: Coast to Coast Garage Door, LLC, with budget authority in the amount of $188,000. District-wide (9-0 vote)

Agenda Items HH-1, HH-2, DD-1 through DD-4, GG-1, GG-2, JJ-1 through JJ-3, OO-1 through OO-5, OO-7 through OO-15, and RR-1 were moved concurrently.

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

OO-15. RFP-FY24-011, FY24-011-1, FY24-011-2, FY24-011-3 – Child Care Services, Before School, After School, Summer and Non-School Day Programs (Approved)

Motion was made by Dr. Zeman, seconded by Mrs. Hixon and carried, to approve the First Amendment to the Agreements between SBBC and the following seven Vendors: 1) Camp Wannado After School Program, Inc.; 2) Center for Hearing & Communication, Inc.; 3) Community Reconstruction, Inc.;4) Harmony Development Center, Inc.; 5) United Cerebral Palsy of Broward Palm Beach and Mid-Coast Counties, Inc.; 6) Urban League of Broward County, Incorporated; 7) Young Men's Christian Association of South Florida, Inc., with no budget authority requested., with no budget authority requested. District-wide (9-0 vote)

Agenda Items HH-1, HH-2, DD-1 through DD-4, GG-1, GG-2, JJ-1 through JJ-3, OO-1 through OO-5, OO-7 through OO-15, and RR-1 were moved concurrently.

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

PP. POLICIES (OPEN)

PP-1. Rulemaking (Adopted)

Motion was made by Dr. Zeman, seconded by Ms. Thompson and carried, to adopt and rescind School Board Policies. The effective date of this action shall be September 16, 2026. District-wide
Mr. Cervera voted no. (8-1 vote)

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

The Chair received public comments.

Comments were made regarding the extensive policy revisions; development of corresponding Standard Operating Procedures (SOPs); public access to SOPs, related forms, and procedures; and the ability to efficiently update procedures as operational needs changed.

A vote was taken on this item.

RR. RESOLUTIONS (OPEN)

RR-1. 2026-2027 School Boundary Advisory Committee Resolution (Adopted)

Motion was made by Dr. Zeman, seconded by Mrs. Hixon and carried, to adopt the School Boundary Advisory Committee Resolution No. 27-116, for the 2026-2027 school year. District-wide (9-0 vote)

Agenda Items HH-1, HH-2, DD-1 through DD-4, GG-1, GG-2, JJ-1 through JJ-3, OO-1 through OO-5, OO-7 through OO-15, and RR-1 were moved concurrently.

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

SS. SCHOOLS (LEARNING COMMUNITIES) (OPEN)

TT. INFORMATION SYSTEMS (OPEN)

Speakers – None.

Board Member Discussion(s)

Dr. Zeman clarified that the continuation of the one-mill ad valorem tax would appear on the November 3 ballot as "School Board Question One." He encouraged community outreach to ensure voters could identify the initiative on the ballot. He also announced a November 30 luncheon and ceremony honoring a colleague.

Mrs. Hixon requested consideration of reflective jackets for bus drivers in honor of the bus driver involved in the accident; thanked staff, students, parents, and community members for their participation in the community meetings; and congratulated the 2027 National Merit Scholarship semifinalists from District high schools.

Superintendent Hepburn agreed that reflective jackets for bus drivers were a good suggestion and stated that the District would explore the idea as a way to increase employee safety.

Mr. Cervera requested a follow-up on measures being taken to mitigate service interruptions following the expiration of the Atkins North America contract and to protect the District during the transition.

Ms. Thompson recognized West Broward High School teacher Sande Hartman for being named a Gutterman Outstanding Holocaust Educator and congratulated her on the achievement.

Mrs. Bulman recognized the Hallandale Magnet High School aviation program and its community partnerships; and commended two BECON team members, Courtney Amos and Duane Franklin for their exemplary service and support to Pasadena Lakes Elementary School.

Mrs. Leonardi recognized Superintendent Hepburn for his leadership and prompt response to recent school incidents and thanked school-based staff for ensuring student safety during emergency situations.

(The Regular School Board Meeting was recessed until 4:00 p.m.)

Closed Door - None scheduled for this meeting.

Attorney Client Session(s) - None scheduled for this meeting.

Adjournment This meeting was adjourned at 4:21 p.m.

Public comments sent electronically are attached and posted online.

Attachment

/cj

Broward County Council PTA/PTSA
everychild. onevoice.®

Bernie Kemp, President
441NW 35th Avenue, Lauderhill, FL 33311

Our Mission: To make every child's potential a reality by engaging and empowering families and communities to advocate for all children.

School Board Report
9/15/26

The BCCPTA/PTSA board met on Tuesday, September 8. The upcoming referendum was presented to the board for discussion. Following the discussion the BCCPTA/PTSA board voted to support the referendum. We will communicate our support of the referendum to our local units and provide them with information on the referendum.

We would like to thank Dr. Fulton for sending us information on the referendum, enabling us to do a presentation to the board.

During our Meeting with the Superintendent and Dr. Fulton, we had expressed a few concerns and suggestions regarding Policy 9215, which applies to all SSOs. Since PTAs fall under this policy, we felt that we could facilitate implementation of this policy, as the umbrella organization for all the PTAs in Broward.

We met with Attorney Dupuy-Bruno to go over the requirements. We explained that many of these requirements are also part of the reporting that all our PTAs send in to the Florida PTA, for compliance. We receive a compliance report monthly from Florida PTA of all of the PTA units in Broward, in a single document. We can provide this to the district, making it easier to keep track of these schools in one document.

We agreed that our role in facilitating the requirement as applicable to PTAs will be listed in the process document. The policy itself will not be amended.

We thank Attorney Dupuy-Bruno for meeting with us and finding a solution to our concerns.

The BCCPTA Broward Leadership Training of our local units will take place on September 19th at Piper High School. The general session will begin at 8:45 AM. We look forward to seeing you there.

Sincerely,

Broward County Council of PTA/PTSA

Regular School Board Meeting

Meeting Time: 09-15-26 08:45

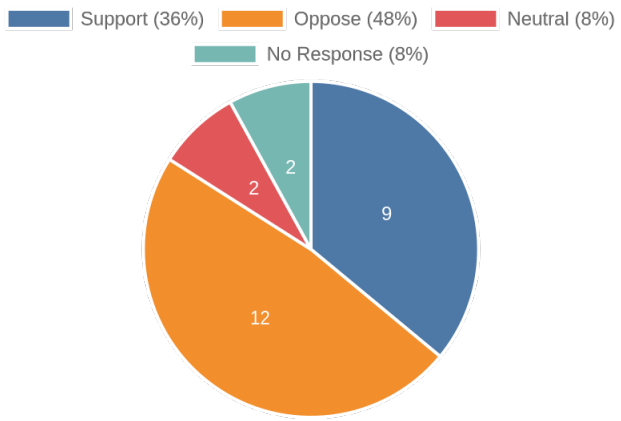
eComments Report

Meetings	Meeting Time	Agenda Items	Comments	Support	Oppose	Neutral
Regular School Board Meeting	09-15-26 08:45	101	25	9	12	2

Sentiments for All Meetings

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

Overall Sentiment



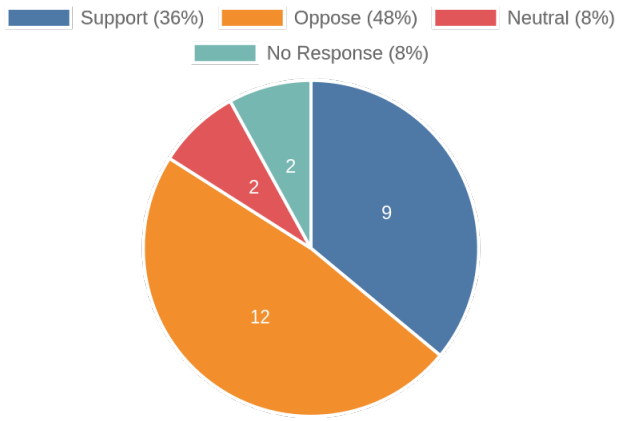
Regular School Board Meeting
09-15-26 08:45

Agenda Name	Comments	Support	Oppose	Neutral
B-1.) Protecting Instructional Time: Limiting Non-Instructional YouTube Access During the School Day	3	2	0	1
M-1.) Summit Collegiate Academy, Inc. Denial of Charter School Application	1	1	0	0
DD-1.) Audit of the Internal Funds of Selected Schools	1	1	0	0
DD-3.) Internal Audit Report-Review of Technical Staffing & Consulting Services	1	1	0	0
GG-1.) Settlement Agreement - Burke Construction Group, Inc. v. The School Board of Broward County v. Crain Atlantis Engineering, Inc.	1	0	0	1
OO-6.) ITB-FY23-251 – Asphalt and Play Court Paving, Repairs, Resurfacing and Stripping	1	1	0	0
OO-7.) ITB27-010 – Radio Repair and Maintenance	1	1	0	0
RR-1.) 2026-2027 School Boundary Advisory Committee Resolution	1	0	0	0
B-3.) Rename Sawgrass Springs Middle School to honor the late Nancy Metayer, Vice Mayor of the City of Coral Springs ADDED	13	0	12	0
B-4.) District-wide Review of Class Size, Staffing Levels, and Corrective Action Plan ADDED	1	1	0	0
HH-2.) Memorandum of Understanding between SBBC and BTU-EP for the 2026-27 School Year ADDED	1	1	0	0

Sentiments for All Agenda Items

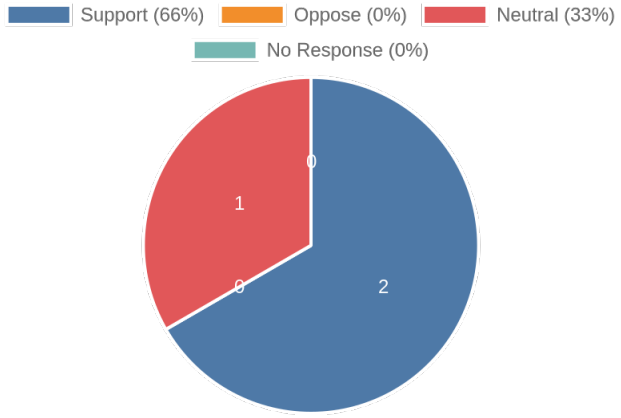
The following graphs display sentiments for comments that have location data. Only locations of users who have commented will be shown.

Overall Sentiment



Agenda Item: eComments for B-1.) Protecting Instructional Time: Limiting Non-Instructional YouTube Access During the School Day

Overall Sentiment



Trudy J
Location: 33312, Fort Lauderdale
Submitted At: 12:39pm 09-14-26

My name is Dr. Trudy Jermanovich. While I understand the need to restrict some screen time for students, I

question this type of action without first surveying teachers to if this curtails any activities which students may be doing as part of their instructional day.

Brooke Bordy
Location:
Submitted At: 12:23pm 09-14-26

I support this item. The YouTube algorithm is proven to lead children to harmful content, and the District has a moral and legal duty to protect its students. YouTube Shorts have no educational value, so this should be an easy decision for the Board.

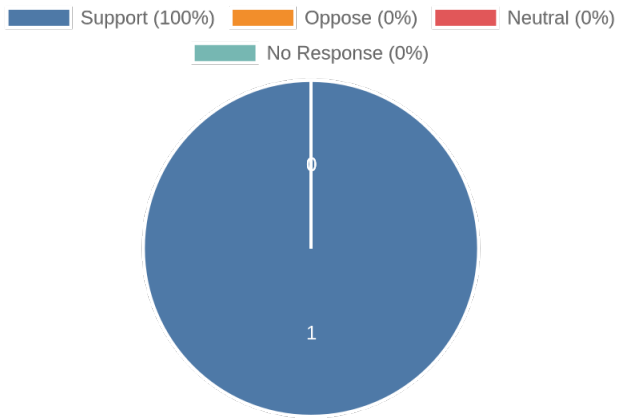
Additionally, I support a full block of YouTube on student devices. If video is required for educational purposes, it should be accessed through Clever. This ensures compliance with state law regarding educational materials and serves to protect students.

Katiria Colon
Location:
Submitted At: 10:35am 09-08-26

Please limit student access to YouTube during the school day.

Agenda Item: eComments for M-1.) Summit Collegiate Academy, Inc. Denial of Charter School Application

Overall Sentiment

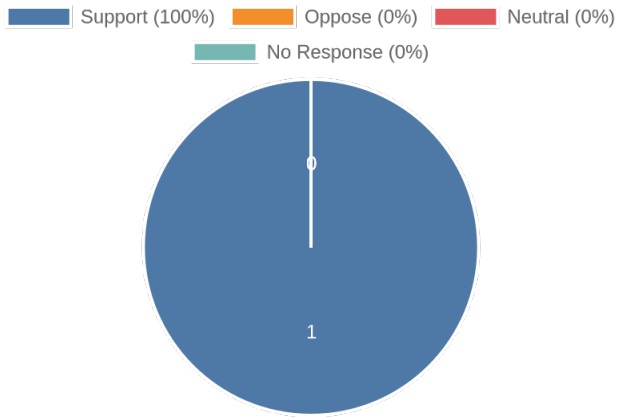


Katiria Colon
Location:
Submitted At: 10:37am 09-08-26

The last thing we needs is another charter school. Please deny their application.

Agenda Item: eComments for DD-1.) Audit of the Internal Funds of Selected Schools

Overall Sentiment

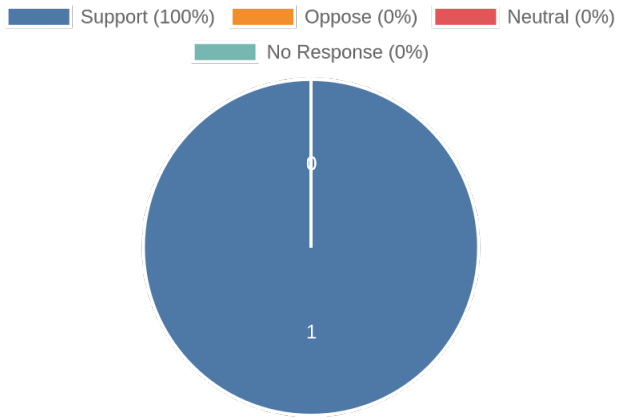


Katiria Colon
Location:
Submitted At: 10:41am 09-08-26

Audit them and yourselves a bit more closely

Agenda Item: eComments for DD-3.) Internal Audit Report-Review of Technical Staffing & Consulting Services

Overall Sentiment

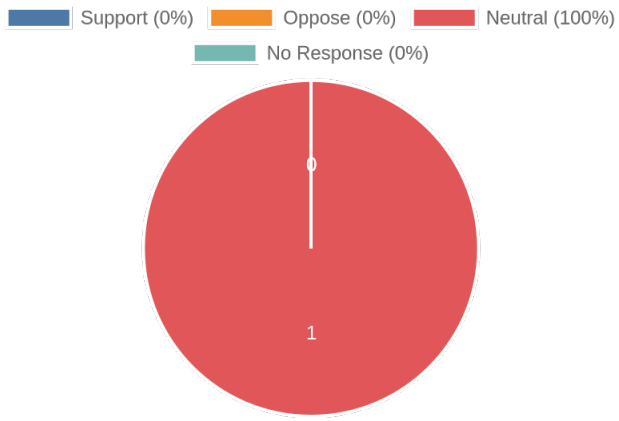


Katiria Colon
Location:
Submitted At: 10:44am 09-08-26

Please receive and review the audits

Agenda Item: eComments for GG-1.) Settlement Agreement - Burke Construction Group, Inc. v. The School Board of Broward County v. Crain Atlantis Engineering, Inc.

Overall Sentiment

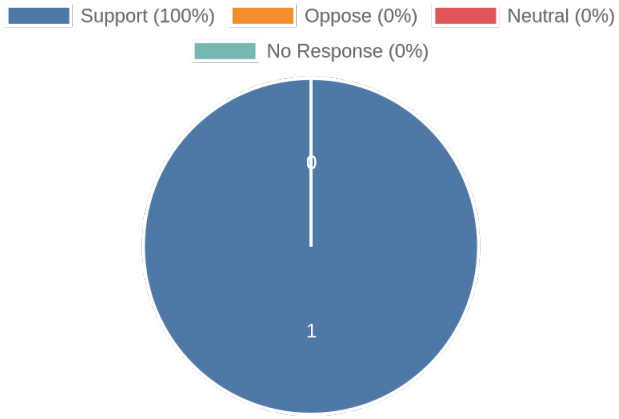


Justine Healan
Location:
Submitted At: 10:00am 09-14-26

I have submitted a FORMAL 5-BUSINESS-DAY NOTICE OF INTENT TO INITIATE MANDAMUS ENFORCEMENT ACTION (FLA. STAT. § 119.12(1)(b)) & TRANSMITTAL OF DRAFT PETITION FOR WRIT OF MANDAMUS. This is due to Sunshine violation. I hope to reaolve this without court involvement.

Agenda Item: eComments for OO-6.) ITB-FY23-251 – Asphalt and Play Court Paving, Repairs, Resurfacing and Stripping

Overall Sentiment

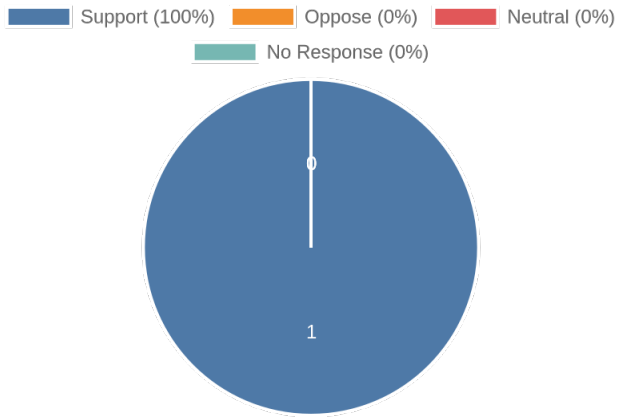


Katiria Colon
Location:
Submitted At: 10:49am 09-08-26

Please! OH please! Provide maintenance & repairs for all Schools – District-wide. Everything from the parking lots to the bathrooms and slides are ridiculous. When you visit schools, as you pass over the pot holes in the driveway, walk into their bathrooms. You may be shocked at the mirrors and stalls.

Agenda Item: eComments for OO-7.) ITB27-010 – Radio Repair and Maintenance

Overall Sentiment

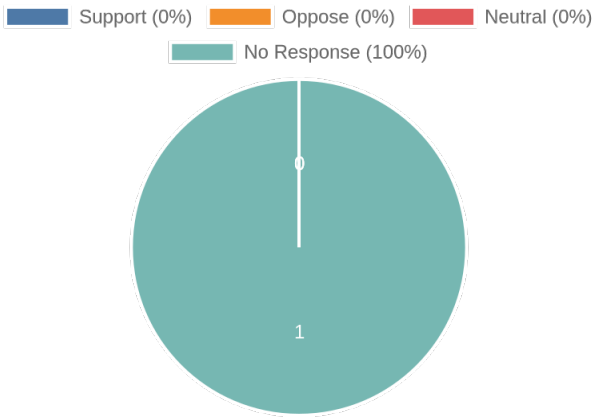


Katiria Colon
Location:
Submitted At: 11:03am 09-08-26

Please maintain reliable radio communications for schools, it's a safety issue. Shouldn't even be any doubt about this one.

Agenda Item: eComments for RR-1.) 2026-2027 School Boundary Advisory Committee Resolution

Overall Sentiment

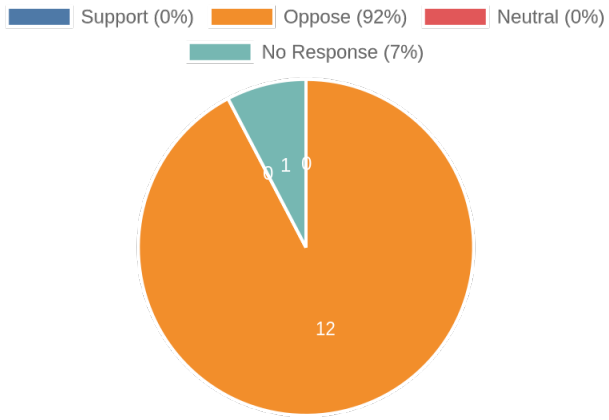


Jacqui Luscombe
Location:
Submitted At: 8:55pm 09-13-26

As written, the resolution proposes having a Boundary Committee comprising nine School Board appointees, one Supt appointee and one rep each from District Advisory, ESE Advisory and ESOL Leadership Council, totalling 13. I agree that the committee should not be as wieldy and sprawling as last year, when each potentially affected school was permitted two reps each, some of whom didn't even show up or who were primarily invested - understandably - in saving their own schools. While I feel a compact Boundary Committee is a more efficient and meaningful way to go, the current proposal for its membership is glaring in its omission of the Diversity Committee, given that one of Diversity's core functions is to help ensure equity in school/student assignment and reassignment decisions.
Also, inclusion of one rep from each of the three Area Advisories could complement and enhance the currently proposed membership of the Boundary Committee, given the Areas' more community-specific knowledge and experience relating not only to their local schools but also broader matters such as demographics, feeder patterns, facilities and potential community impacts of closures/changes.
I also feel there needed to have been a more timely convening of this committee if its integrity was to be maximised. Members are required to attend just the three regional stakeholder meetings and not the individual community discussions currently ongoing. I feel Boundary committee members should be more deeply immersed in this if they are to provide well-informed advice to the Board. Boundary Committee members need to be closely and thoroughly engaged in this process. Staff's decision to schedule community meetings that clash with DAC and ESE Advisory's pre-existing meetings (plus one of ESE's subcommittee meeetings) when DAC and ESE are two of the only three Advisories currently proposed for inclusion on the Committee was ill judged. While the Boundary Committee is advisory only and does not necessarily hold weight in the Board's final decision-making, its role is not simply to check a box. I feel its members should be provided with the recordings of every community meeting to ensure thoroughness and respect for the communities affected. Thank you.

Agenda Item: eComments for B-3.) Rename Sawgrass Springs Middle School to honor the late Nancy Metayer, Vice Mayor of the City of Coral Springs
ADDED

Overall Sentiment



Anna Davidoff
Location:
Submitted At: 10:17pm 09-13-26

I understand Nancy Metayer was great and her death was tragic, so I can appreciate the desire to honor her in a big way. What I don't understand is 1) why do we need to rename a whole school with a 3 decade history in our community for someone who, to my understanding, was not that involved with the school and 2) why is there a rush to get this done ASAP, to the extent of changing a policy to get it done quicker than normal? Begs the question - what's really at play here? Because most importantly, there will be a hefty expense to rebrand an entire school; and that expense is being left out of this initial conversation to fast track the name change. The mind-boggling thing is there are so many areas in the school that could use additional funding (music instruments, laptops, teachers, lunches.. just to name a few) and you want to spend money on rebranding? The irony would be laughable if it wasn't so sad. How about instead, you revamp the eco science/outside classroom to the Nancy Metayer Environmental Science Lab and fully fund a fantastic environment science program? That would be something that's actually for the good of the students, the community, and the future of the school.

Brendan Haggerty
Location:
Submitted At: 8:13pm 09-13-26

Peter Wang, one of the 14 students killed at the MSD shooting attended Westchester Elementary and Sawgrass Middle School. Vice Mayer Nancy Metayer never attended SSMS nor did she actually attend a Broward County School Board school for middle or high school. She attended Coral Springs Charter, an actual rivalry school for attendance to SSMS. Nancy was touted as having an impact on SSMS with the Eco department, however, I have been a proud parent of the school for 4 years with one child still in attendance and both in the ECO classes, and no one at the school remembers her or her accomplishments. I can tell you that she wasn't out in the garden area with the ECO supporters when i was there. I know she didn't spend an entire Saturday pressure cleaning the side walks and inside the gazebo with the ECO supporters. I know that she nor the city or the county paid out their pockets to hire a company to pressure clean the Gazebo roof, like i did with my own funds. The school is

proud to be very secure and if she spent so much time at the school making an impact, why not show us the computer print outs of her time at the school. As a proud parent I volunteer over 10 hours per week at the school. I am unsure of the rush to pass this bill and start a naming committee for the school. If you rename the school, you have realize you are erasing 28 years of Alumni memories. I know this is a political bout, but remember, you are suppose to be supporters of our children, not, other politicians. The board needs to step back and find money to pay for the rebranding of the school. I am confused of why my best teacher to this day, Mr. Yaxley, who worked and retired from South Plantation High School only got the new science wing named in his honor and not the entire school which he put his blood, sweat and tears into. Please remember the alumni, the current students and stop playing politics with people's children. You need to create a supportive environment throughout the elected members and the employees who have worked so hard to get to there positions and who love their students. This is a political decision and tax payers money should not even be spent on a vote or a discussion. Thank you.

Carlos Figueras
Location:
Submitted At: 1:50pm 09-11-26

We respectfully oppose both the proposed renaming of the middle school and the decision to bypass the established two-year waiting period.

Our opposition is not intended to diminish the life, contributions, or memory of the individual being honored, nor is it meant to disrespect her family. We understand and respect the desire to honor her legacy.

However, we believe the two-year waiting period exists to ensure these decisions are made thoughtfully, consistently, and without exception. Setting aside that requirement in this case would also establish an unnecessary precedent, making it more difficult to apply the policy fairly and consistently to future requests.

We also believe that a school's name is a significant part of its identity and should not be changed without compelling and careful consideration. There are many meaningful ways to honor her memory without changing the school's name or setting aside an established policy.

We respectfully ask that the existing policy be upheld and that the proposed name change not move forward.

Tiffany Morin
Location:
Submitted At: 9:40pm 09-10-26

As an active parent at Sawgrass Springs Middle School for the past three years and a member of the PTO Board, I respectfully oppose changing the name of our school. Sawgrass Springs Middle School is more than a name. For 28 years, it has been a staple of our community and a place where generations of students have created memories, built friendships, and discovered who they are. Our children are now part of that legacy, and they proudly walk the halls as Gators and carry that SSMS Pride throughout our community. Middle school is such an important time in a child's life. Our children are learning, growing, discovering themselves, and finding their place in the world. Their school, its traditions, mascot, and identity become part of that journey. Taking away that identity at this important stage does not feel like the right answer. Rather than changing the name, I believe our focus should be on ensuring every student has access to meals, resources, opportunities, and the support they need to thrive academically and personally. I sincerely sympathize with the tragic loss of Vice Mayor Metayer and understand the desire to honor her memory. However, I believe there are meaningful ways to celebrate her legacy without removing the identity of Sawgrass Springs Middle School. We could dedicate a portion of the school in her honor, revamp the environmental area in her memory, or rename the gym, cafeteria, a building, or another meaningful space. Over the past year and a half, our PTO has worked incredibly hard to rebrand and revitalize SSMS, making it a more welcoming, fun, and exciting place for our children and families. We have worked to strengthen the very Gator Pride that makes our school special.
As a PTO Board member, I oppose changing the name and history we have worked so hard to preserve and strengthen. We can honor Vice Mayor Metayer while still preserving the 28-year legacy of Sawgrass Springs Middle School.
Let Sawgrass Springs remain Sawgrass Springs. Let our children remain proud to be Gators.

Josh Weinstein

Location:
Submitted At: 4:24pm 09-10-26

I'm a parent of a current SSMS student and I oppose directing the Superintendent to start this renaming process right now.

The agenda item lists the governing policy as "7250 (Forthcoming Policy)." That means the policy that's supposed to govern this whole process hasn't been adopted yet. The Board is being asked to kick off community engagement and committee review for one specific school before the actual rules exist. That's the wrong order. Finish Policy 7250 first, let parents and the community see the real standards and timeline, then apply it the same way to any renaming request that comes up, not build the rulebook around a case that's already in motion.

No disrespect intended, but we've been closely involved at SSMS since 2025, and in that time I haven't personally seen or heard about Vice Mayor Metayer's involvement with our school. If that connection is part of the case for this renaming, I'd ask the Board to share specifics with parents before moving forward, not just as a general statement in the agenda item.

I feel for the Metayer family. Her death was a tragedy and domestic violence doesn't get nearly enough attention or funding. But if the point is to build something that actually honors her, naming or funding a domestic violence resource center in her memory would do more for that cause than swapping a sign on a middle school.

The item says there's no financial impact "at this time." That's only true of this first step. If the process ends in an actual rename, the district is looking at real costs: signage, uniforms, athletics gear, letterhead, the website. I'd like the Board to state clearly whether "no financial impact" covers that eventual cost too, and if not, who pays for it. Our PTO already covers things the budget doesn't stretch to, including hot lunch, because money is tight as it is.

Pam Lazzara
Location:
Submitted At: 2:42pm 09-10-26

I oppose changing the name of Sawgrass springs middle school

Beth Haggerty
Location:
Submitted At: 1:49pm 09-10-26

I am a very involved parent at Sawgrass Springs Middle School and currently help lead our PTO. Over the past four years, I have attended school meetings, participated in campus cleanups, volunteered at events, and spent countless hours working with our teachers, staff, students, and families.
During that time, I never heard Nancy Metayer mentioned by a teacher or staff member in connection with Sawgrass Springs. I understand she may have visited the school during her campaign for Vice Mayor, but I do not believe that alone establishes a strong enough connection to justify renaming a school that has been part of our community for 28 years.
I am also concerned about the precedent this sets. Seventeen students and staff members lost their lives at Marjory Stoneman Douglas High School during school hours. Those families lost their loved ones while they were supposed to be safe at school and in the care and protection of our school system. I cannot help but wonder: if we are going to rename schools to honor individuals connected to our community, what about the families of those 17 victims? Wouldn't they also want their loved ones honored with a school bearing their name? I believe the School Board needs to establish a thoughtful and consistent policy rather than making a rushed decision that could create an expectation for future school renaming requests.
I am not opposed to honoring Nancy Metayer or bringing awareness to domestic violence. I believe there are much more meaningful ways to do that, such as naming a women's shelter, domestic violence resource center, garden, courtyard, or gym in her honor.
Renaming a school is also expensive and time-consuming. At a time when the School Board is facing budget challenges and struggling to provide free hot meals to all students, I believe those resources should be directed toward our students, teachers, classrooms, and school safety.
Sawgrass Springs Middle School has a 28-year history and generations of proud alumni. Please slow down this process, listen to the community, and find a meaningful way to honor Nancy Metayer without taking away the identity and history of Sawgrass Springs Middle School.

Crystal Pinckard
Location:
Submitted At: 1:42pm 09-10-26

We as a community can honor Nancy Metayer is other ways.

Karen Borras
Location:
Submitted At: 12:59pm 09-10-26

I think that school names become a tradition for families and siblings that get to follow each other in their steps. Don't change the school name but give her a location after her name within the school. I love if it could be the "Metayer Courtyard or Library or Gym, etc" Don't remove a name on a location that has been in our neighborhood for almost 3 decades.

Courtney Hunsberger
Location:
Submitted At: 12:54pm 09-10-26

I understand and respect the desire to honor Nancy Metayer who tragically lost her life to domestic violence. Her contributions to our community and the impact she made deserve to be remembered and recognized. However, we strongly believe there are meaningful ways to honor her legacy without removing the name Sawgrass Springs Middle School.

Sawgrass Springs Middle School has been a part of our community for 28 years. For generations of students and families, the name represents much more than a building. It represents memories, friendships, accomplishments, traditions, and a sense of belonging. Changing the name would erase an important part of the school's history and the identity that so many families have known for decades.
We also believe there are many appropriate spaces within the school that could honor Nancy Metayer in a lasting and meaningful way. Her name could be given to the gymnasium, cafeteria, courtyard, garden, or another dedicated area on campus. This would allow her legacy to become a permanent part of the school while preserving the identity and history of Sawgrass Springs Middle School.
I believe a decision that would fundamentally change the identity of a school with 28 years of history deserves careful consideration and meaningful input from the students, families, alumni, staff, and community who have made Sawgrass Springs what it is.
Our children deserve the opportunity to become Sawgrass Springs alumni and to carry that tradition forward. They deserve to inherit the same school identity and sense of community that previous generations have experienced.
We can honor Nancy Metayer without taking away Sawgrass Springs Middle School. We respectfully ask that you preserve the school's name while finding another prominent and lasting way to honor her remarkable legacy.
Thank you for listening to the concerns of the Sawgrass Springs community and for considering the history, traditions, and families who are deeply connected to this school.

Luz Bahder
Location:
Submitted At: 12:53pm 09-10-26

I oppose renaming a school that is so deeply rooted in the community. While I fully support honoring the deceased and recognizing her contributions, I do not believe that should come at the expense of the school's established name, history and connection to the community.
A much more appropriate way to honor her legacy would be to name the environmental building after her. That would recognize her contributions in a meaningful way without erasing a name that has long been part of this community.

Cindy Aub
Location:
Submitted At: 12:52pm 09-10-26

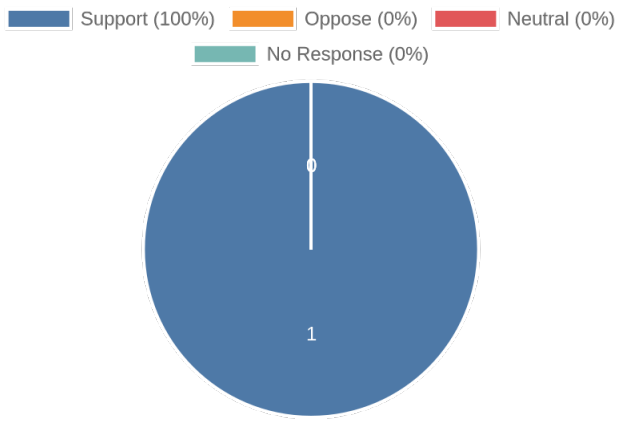
Although the sentiment is sweet I disagree with changing the entire schools name, can we have a building within the school named after her instead?

Jennifer Correll
Location:
Submitted At: 12:24pm 09-10-26

While the sentiment is greatly respected, I and other SSMS parents are not happy about the planned execution of renaming the school. We would be more comfortable with naming a program or building without erasing the alma mater of 30 years of students that have been through SSMS. Amongst other reasons.

Agenda Item: eComments for B-4.) District-wide Review of Class Size, Staffing Levels, and Corrective Action Plan ADDED

Overall Sentiment



Brooke Bordy
Location:
Submitted At: 12:41pm 09-14-26

This Board is responsible for ensuring BCPS complies with state constitutional class size limits. The Board is also responsible for ensuring school safety and providing quality education to its students.

My kindergartener and 1st grader have 25 children in their classes. State statute allows for a maximum of 18. This isn't an isolated problem—it's a district-wide problem and is the result of cutting schools' funding via reducing FTE projections 10% across the board. Even when more students showed up beyond the projections, principals are not receiving additional funding/staffing as previously promised. Principals are being told to rebalance internally, which requires dismantling a class and necessarily overloading another grade level.

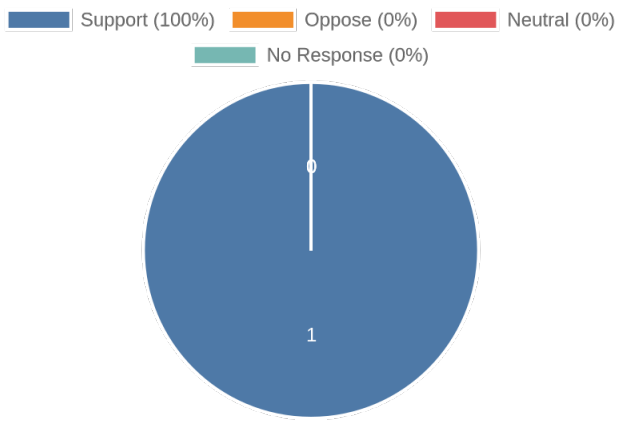
BCPS had a class size problem starting on the first day of school. We are now 6 weeks into the school year with no relief. Stakeholder concerns have been blown off and Board inquiries have gone unanswered. In elementary schools, more time is now spent in classroom and behavior management due to class sizes and reduces staffing. This is actively harming student learning. Additionally, I worry about student safety in an emergency given the large class sizes for BCPS's youngest learners.

Failing to address class sizes will lead to further brain-drain of teaching talent in BCPS and cost our children their educational potential.

This appreciate this item— it is necessary for our students and dedicated teachers, and I would further support additional directives to address class sizes immediately.

Agenda Item: eComments for HH-2.) Memorandum of Understanding between SBBC and BTU-EP for the 2026-27 School Year
ADDED

Overall Sentiment



Trudy J
Location: 33312, Fort Lauderdale
Submitted At: 12:22pm 09-14-26

My name is Dr. Trudy Jermanovich. I normally would be delivering my comment in person, but Influenza B has sidelined me.

In answering the question, “Why is the Referendum needed when SBBC collects so much in property taxes?” I put together a quick primer.
Here’s how it works - The district collects taxes from property taxes and is required by law to send all of the money back up to the State. The State has a formula where they send each district back some of the tax money, but in the case of Broward they don’t send the entire amount back. Broward is considered a “donor” district because our tax money is then distributed to smaller counties and even some larger counties. Broward, in fact, does not even get as much funding in the formula as Palm Beach or Miami-Dade County. Some of money which is sent back to Broward, by state statute, must be given to Charter Schools and Private Schools through Vouchers. AND, even if a student comes back into the real Public School System, if it’s after a certain date, the Charter School or Private School does not return the money to the Public School system. In other words, if a child is disruptive or doesn’t appear able to do well on testing, the Charter or Private School simply tells the parent that it’s “not a good fit” and the child is sent back to the real Public School System who must, by law, educate every child.

The State of Florida has been systematically redirecting money away from the real Public School system and into Charter Schools and Private Schools through vouchers.

In addition, the money sent from the State down to districts for teacher pay is wholly inadequate. In fact, teacher

pay in Florida is 50th in the nation.

Because the state has been siphoning off money for many years, many real public school districts have had to go to the voters to get locally guaranteed money to give teachers and other staff closer to a living wage.

Unfortunately, over 30 public school districts around Florida have had to go to voters and ask for a living wage for their employees through a Referendum. It is for the good of everyone when public school students succeed. It is also good for our society.

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

OFFICE OF THE SUPERINTENDENT

September 22, 2026
Tuesday, 3:00 p.m.

MINUTES OF SPECIAL SCHOOL BOARD MEETING

The School Board of Broward County, Florida, met in special session at 3:01 p.m. in the Board Room of the Kathleen C. Wright Administrative Center, 600 Southeast Third Avenue, Fort Lauderdale, Florida. Present were: School Board Members Sarah Leonardi, Chair; Dr. Jeff Holness, Vice Chair (Telephonically); Lori Alhadeff (Absent); Adam Cervera, Esq.; Debra Hixon; Maura McCarthy Bulman; Nora Rupert; Rebecca Thompson; Dr. Allen Zeman; Dr. Howard Hepburn, Superintendent of Schools; and Kathy Dupuy-Bruno, General Counsel.

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

Added / Changed Items – None.

Close Agenda Upon motion by Dr. Zeman, seconded by Mrs. Hixon and carried, the Agenda was approved and declared closed.
Mrs. Alhadeff was absent. (8-0 vote)

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

Superintendent's Recommendation(s)

1. **Appointments, Leaves, and Separations of Employment (Approved)**
   Motion was made by Dr. Zeman, seconded by Ms. Thompson and carried, to approve the appointments, leaves and separations of employment. District-wide
   Mrs. Alhadeff was absent. (8-0 vote)

   The Chair received public comments.

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

2. **AGR24-184 – Driver Safety and Education Program (Approved)**
   Motion was made by Mrs. Hixon, seconded by Mrs. Rupert and carried, to approve the First Amendment to the Agreement between The School Board of Broward County, Florida (SBBC), and Broward County for funding assistance for the Driver Safety and Education Program. District-wide
   Mrs. Alhadeff was absent. (8-0 vote)

   Board discussion included appreciation for the longstanding partnership and its positive impact on students; recognition of the value of highlighting successful District initiatives; and appreciation to the General Counsel and staff for efficiently moving the agreement forward to ensure continued services for students.

   A vote was taken on this item.

3. **ITB-FY23-045 – Technical Consultants Staffing Services (Approved)**
Motion was made by Dr. Zeman, seconded by Mrs. Hixon and carried, to approve the extension of Invitation to Bid (ITB) ITB-FY23-045 and ITB-FY23-045-1, Technical Contract Staffing & Consulting Services, for a period not to exceed six months, pursuant to Section 31 of the ITB, and approve budget authority for this extension in the amount of $933,334. The period of this extension shall begin October 1, 2026. The extension shall end on March 31, 2027, or upon approval of the replacement solicitation award. District-wide Mrs. Alhadeff was absent. Mr. Cervera and Mrs. Rupert voted no. (6-2 vote)

   The Chair received public comments.

   Board discussion included, but was not limited to, consultant roles, costs, and safeguards; implementation of audit recommendations; oversight of the $933,334 spending authority; use of consultants for specialized Information Technology (IT) and safety and security projects; continuation of existing work during the contract extension; and the distinction between budget and spending authority.

   The Superintendent was requested to provide a follow-up identifying the consultants' positions, the need for each position, and the associated cost to the District.

   A vote was taken on this item.

4. **Authorization to Initiate Litigation Against GLE Associates, Inc. (Approved)**
Motion was made by Dr. Zeman, seconded by Mrs. Hixon and carried, to authorize the General Counsel to explore and pursue any and all legal avenues and any and all tangentially related actions on behalf of The School Board of Broward County, Florida (SBBC), including, but not limited to initiating conflict resolution and/or formal litigation against GLE Associates, Inc. (GLE) relating to the Agreement between SBBC and GLE related to projects at Collins Elementary School (P.001659), and Tropical Elementary School (P.001904), and against any other party associated with the two (2) identified projects.
Districts 1 and 6
Mrs. Alhadeff was absent. (8-0 vote)

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

   A vote was taken on this item.

Adjournment The meeting adjourned at 3:42 p.m.

Public comments sent electronically are attached and posted online.

Attachment
/cj

Special School Board Meeting

Meeting Time: 09-22-26 15:00

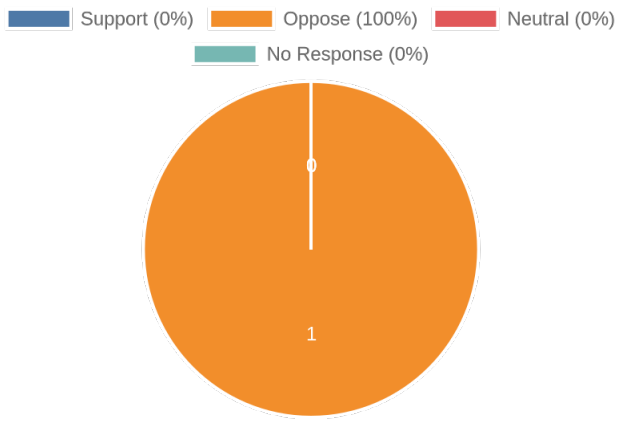
eComments Report

Meetings	Meeting Time	Agenda Items	Comments	Support	Oppose	Neutral
Special School Board Meeting	09-22-26 15:00	11	1	0	1	0

Sentiments for All Meetings

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

Overall Sentiment



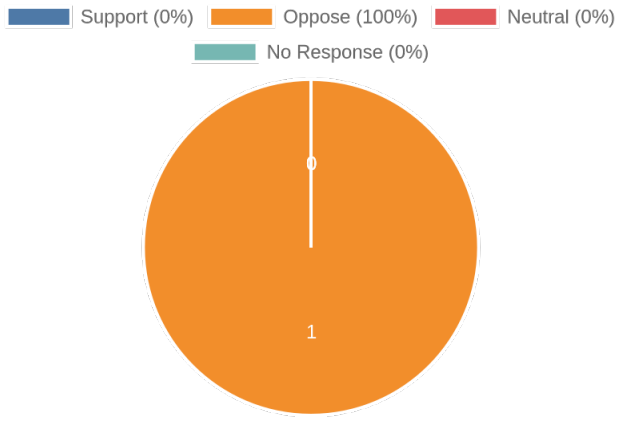
Special School Board Meeting
09-22-26 15:00

Agenda Name	Comments	Support	Oppose	Neutral
3.) ITB-FY23-045 – Technical Consultants Staffing Services	1	0	1	0

Sentiments for All Agenda Items

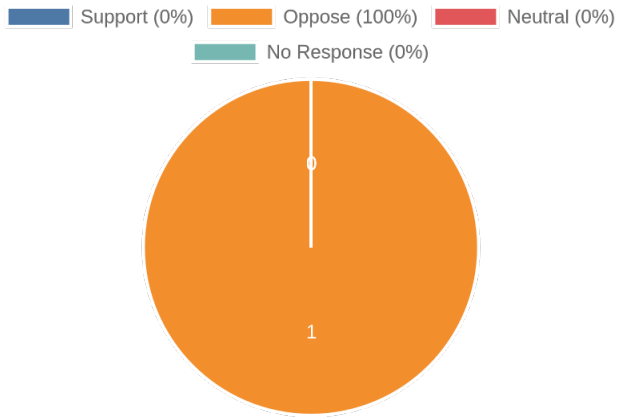
The following graphs display sentiments for comments that have location data. Only locations of users who have commented will be shown.

Overall Sentiment



Agenda Item: eComments for 3.) ITB-FY23-045 – Technical Consultants Staffing Services

Overall Sentiment



Trudy J
Location: 33312, Fort Lauderdale
Submitted At: 6:03pm 09-21-26

My name is Dr. Trudy Jermanovich.

I'm very concerned about the extension of Invitation to Bid for Technical Contract Staffing & Consulting Services, for a period of six months and to approve budget authority for this extension in the amount of $ 933,334.

This is a very nebulous extension that was again brought to this Board under a short timeline for approval. The background material contains a long list of company names, but does not tell anything about what those companies actually do for the district. It appears that most are somehow being contracted out to do things which are not normally done by the in-house technical staff. I believe a further explanation is needed for why this money on outside contractors should be spent by the district. It would have been important to know how much each of these contractors has been paid by the district since it went into effect in 2023. and their purpose.

One major flag I saw was the inclusion of Kelly Services on the list.
This should be questioned - why do we not do this in-house?

"When comparing administrative mark-up rates for hiring substitute teachers, the primary differentiator is that Broward County Public Schools (BCPS) outsources its program to a third-party vendor, whereas the School District of Palm Beach County (SDPBC) manages its substitute pool completely in-house.

Broward's Model: By utilizing Kelly Services, Broward shifts the administrative burden of recruiting, background screening, credential tracking, and daily scheduling to a vendor. The district pays a premium multiplier (mark-up rate) @30% on top of the hourly wages to clear these operational costs.

"Because Palm Beach County Public Schools utilizes an in-house program developed and maintained by its own internal IT and administrative staff rather than licensing a third-party commercial platform (such as Frontline/Aesop or SmartFindExpress), the district pays $0 per year in external software licensing fees for the

program itself.
While the district incurs internal operational expenses—such as staff salaries for the developers and administrators who manage the system, plus server hosting costs—there is no annual recurring subscription or vendor fee paid for the software.”

Status: ADDED ITEM

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

2026-10-13	Regular School Board Meeting
CATEGORY:	B. Board Members
DEPARTMENT:	Board Member - District 3

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

TITLE:

Supporting Student Attendance and Dignity: Establishing a Menstrual Hygiene Product Access Pilot Program

REQUESTED ACTION:

Direct the Superintendent to establish a one-year pilot program in at least three District-operated schools, representing varied grade levels and communities, to provide free menstrual hygiene products in designated student restrooms; notify students of availability, locations, and restocking procedures; allocate funding for products, dispensers, and restocking; and report usage, costs, impact, implementation, and recommendations to the Board by the end of the 2027-2028 school year. (Leonardi)

RATIONALE:

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

EXHIBITS:

Executive Summary

FINANCIAL IMPACT:

The estimated first-year financial impact is approximately $3,647.46, based on current fiscal year-to-date expenditures for menstrual hygiene products. The Superintendent is requested to identify an appropriate funding source.

STRATEGIC PLAN ALIGNMENT:

Student Focus Outcomes

Guardrail 5: Wellness Support **OR** **Business Operations**

BOARD ACTION:

(For Official School Board Records Only)

SOURCE OF ADDITIONAL INFORMATION

Name:	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 6, 2026

Electronic Signature

Form $4189 Revised 9/26

HH/JJS

Approved in Open Board Meeting On: October 13, 2026

By: _____

School Board Chair

For more information, please contact:

Name: John J. Sullivan
Title: Chief of Staff
Phone: 754-321-2616

EXECUTIVE SUMMARY

Supporting Student Attendance and Dignity: Establishing a Menstrual Hygiene Product Access Pilot Program

Board Meeting Date: October 13, 2026

Requested Action: Direct the Superintendent to establish a pilot program in at least three District-operated schools, ideally representing different grade levels and school communities, for one full year, providing free menstrual hygiene products in designated student restrooms — including at least one single-stall restroom and at least one high-traffic, multi-stall restroom at each pilot school — at schools selected by the Superintendent; to implement a student notification plan at each pilot school so that students know the products are available, where to find them, and how to report when they need to be restocked; to allocate dedicated budget authority for the products, dispensers, and restocking needed to implement the pilot; and to report data on program usage, cost, impact, and implementation back to the Board, along with recommendations on continuation, expansion, or the development of a permanent District program, no later than the conclusion of the 2027-2028 school year. (Leonardi)

General Information

The following information outlines the governing authority, districtwide implications, historical background, strategic alignment with the 2027 goals and guardrails, and the anticipated measurable outcomes and return on investment related to this agenda item.

District-zone Impact/Board Member: Leonardi	
School Board Policy Requirement	• N/A — this item establishes a pilot program. A formal District policy may be considered following completion of the pilot and the Superintendent's report, as appropriate.
Statutory Requirement	• N/A — this action is discretionary. District authority to establish the pilot program is derived from F.S. §§ 1001.41, 1001.42, and 1006.064.
If the School Board votes "Yes"	• If the Board votes yes, the Superintendent will be directed to select at least three District-operated schools, ideally representing different grade levels and school communities, to participate in a Menstrual Hygiene Product Access Pilot Program for one full year.

If the School Board votes "No"	• If the Board votes no, the Superintendent will not be directed to establish a menstrual hygiene product access pilot program at this time. Menstrual hygiene product access would continue to be provided through the District's current school-based model, which is not standardized across campuses, and the District would not collect dedicated data on restroom-based usage, cost, impact, or student demand to inform future decision-making.
Alignment to the 2027 Strategic Goals and Guardrails	• Guardrail 5: Wellness Support
Measurable Outcome(s)/Return on Investment	• The return on investment is reliable, Broward-specific data on the usage, cost, impact, and operational needs of restroom-based menstrual product access — data the District does not currently have — collected at a modest, budgeted scale before any districtwide commitment is considered, across a small enough number of schools to remain manageable while still allowing comparison across different grade levels and school communities.

Background/History

Over the past several months, there have been several meetings with students and community leaders who have been advocating for easier access to menstrual hygiene products for students in our schools. While over the years the Board has ensured that clinics provide these products for free for students, students have reported that this creates some barriers to access, and they've proposed that the District roll out a pilot program to increase access, and this item is the result of that work.

Currently, Broward County Public Schools (BCPS) currently provides menstrual hygiene products to students through a flexible, school-based model, but access is not standardized across campuses. District staff have confirmed that products are typically available through clinics, counseling offices, front offices, administrators, or designated staff, while restroom-based access varies from school to school and is not standardized District-wide. As a result, a student's ability to access a basic hygiene product during the school day may depend on which school they attend, where products happen to be kept, or whether they feel comfortable asking an adult for help.

District data reflects this inconsistency. BCPS spent approximately $3,647.46 year-to-date on menstrual hygiene products through Central Warehouse orders, but donations are not

tracked consistently District-wide, dispenser use is not standardized, and there is no centralized cost tracking for dispensers. There was no dedicated funding line for menstrual hygiene products in the 2025-2026 school budgets, though schools may draw on general non-classroom supply funds. Other districts, including Alachua County, have already moved toward restroom-based access models, and a locally piloted approach allows BCPS to gather Broward-specific data before considering broader investment.

This item would direct the Superintendent to establish a restroom-based pilot program in at least three schools — ideally representing different grade levels and school communities — that provides menstrual hygiene products to students free of charge, without requiring a student to request them from a teacher, administrator, or other staff member, and without collecting any personally identifiable or medical information from students who use them. Each pilot school would also implement a student notification plan so that students know the products are available, where to find them, and how to report restocking needs, since the program can only succeed if students are aware of the resource and comfortable using it. The pilot is designed to give the District real, Broward-specific data on usage, restocking needs, impact, and actual cost — allowing the Board to make an informed, data-driven decision about whether and how to expand access districtwide, rather than committing to a large-scale investment before that information exists.

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 — products and dispensers may be purchased through existing District purchasing procedures, donations, or lawful community partnerships. **Acquisition Method**: N/A

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

Budget Impact Summary Statement:

1. There is an estimated first-year budget impact associated with this item. Based on current fiscal year school order data, BCPS has spent approximately $3,647.46

year-to-date (as of May 2026) on menstrual hygiene products. This reflects 93 cases ordered through the Central Warehouse at a cost of $39.22 per case (288 units per case). This amount reflects year-to-date warehouse orders only, not a fixed annual district allocation. Spending is decentralized and school-driven, so total annual costs vary based on need. This figure should be refined by the Office of Budget & Financial Management once the pilot schools are selected.

2. The Superintendent is requested to identify an appropriate funding source — which may include general non-classroom supply funds, District funds, grants, donations, or lawful community partnerships — and to bring any budget amendment or specific funding recommendation back to the Board as needed.

New / Current Requested Agreement Authority

Agreement Authority Terms	Length of Agreement Terms	Total Agreement Amount
N/A	N/A	N/A

Budget Authority Request(s)

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

Current Fiscal Year Budget Authority

Fiscal Year	Length of Agreement Terms	Budget Fund	Amount	Included in Budget (Y/N)
2026-2027	N/A	TBD — Office of Budget & Financial Management	N/A	TBD – per Superintendent's recommendation

Future Fiscal Year Budget Authority *(Subject to Board Budget Approval)*

Future Fiscal Year(s)	Length of Agreement Terms	Budget Fund	Amount
2027-2028 (if continued / expanded)	TBD — per Superintendent's recommendation	TBD — per Superintendent's recommendation	TBD – per Superintendent's recommendation

School Impact, Stakeholder Engagement, and Implementation Considerations

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

Impact on Schools	This item is expected to positively impact the pilot schools by giving students private, reliable, restroom-based access to menstrual hygiene products during the school day, supporting attendance and reducing stigma. This pilot allows the District to test implementation, including restocking logistics, product assortment, staffing responsibilities, and student notification approaches, across different grade levels and school communities, while producing, on a manageable scale, and to use the resulting data to evaluate whether and how the approach should be extended to other schools.
School Selection /Prioritization	The Superintendent shall establish a pilot school selection process. Schools shall be selected based on established criteria, which may include demonstrated student need; grade level and school type to ensure representation across diverse student populations and communities; the number and configuration of student-accessible restrooms; the school's capacity to implement and sustain the program; a student notification plan; existing student health and support services; and other factors relevant to evaluating the effectiveness of the pilot.
Community/ Stakeholder Engagement	This item is informed by community and parent input, along with data gathered by district staff on current menstrual hygiene product access and spending. Implementation planning would include continued engagement with each pilot school's administration, health and counseling staff, and students — including on how best to notify students that products are available, where to find them, and how to report restocking needs — to ensure the program reflects real campus needs and reduces stigma.
End-User Input	Student and staff feedback will be gathered at each pilot school throughout the pilot year through voluntary, privacy-protective feedback mechanisms, consistent with applicable law and District policy, to help evaluate whether the available products, restroom locations, and student notification approach are meeting student needs.
Technology/Capital Expected Lifecycle/Replacement Cycle	Dispensers installed under the pilot are expected to have a multi-year operational lifecycle.

Additional Backup: N/A

Status: ORIGINAL

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

2026-10-13	Regular School Board Meeting
CATEGORY:	H. Human Resources
DEPARTMENT:	Talent Acquisition

Agenda Item Number:	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:	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 Sep 23, 2026

Electronic Signature

Approved in Open Board Meeting On: October 13, 2026

By: _____

School Board Chair

Form $4189 Revised 9/26

HH/JJS

Status: ORIGINAL

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

2026-10-13	Regular School Board Meeting
CATEGORY:	H. Human Resources
DEPARTMENT:	Professional Standards

Agenda Item Number:	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 Sep 29, 2026

Electronic Signature

Approved in Open Board Meeting On: October 13, 2026

By: _____

School Board Chair

Form $4189 Revised 9/26

HH/JJS

Status: ORIGINAL

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

2026-10-13	Regular School Board Meeting
CATEGORY:	H. Human Resources
DEPARTMENT:	Talent Acquisition

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

TITLE:

Supplemental Pay Positions 4
EXHIBITS FORTHCOMING

REQUESTED ACTION:

Approve supplemental pay positions for the 2026/2027 school/fiscal. 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 Sep 23, 2026

Electronic Signature

Approved in Open Board Meeting On: October 13, 2026

By: _____

School Board Chair

Form $4189 Revised 9/26

HH/JJS

Status: ORIGINAL

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

2026-10-13	Regular School Board Meeting
CATEGORY:	A. Academics
DEPARTMENT:	Academics

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

TITLE:

AGR27-066 – Khan Academy, Inc – Florida Tutoring Advantage

REQUESTED ACTION:

Approve the Agreement between The School Board of Broward County, Florida (SBBC), and Khan Academy, Inc., for the High School Service Order for licenses with a term that commences on October 13, 2026 and concludes on June 30, 2027. 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
- Agreement

FINANCIAL IMPACT:

There is no cost to the District. The funding for this initiative comes from the Florida Tutoring Advantage program, which is a positive impact to the District of $270,000.

STRATEGIC PLAN ALIGNMENT:

Student Focus Outcomes

Goal 4: College & Career Readiness **OR** **Business Operations**

BOARD ACTION:

(For Official School Board Records Only)

SOURCE OF ADDITIONAL INFORMATION

Name:	Dr. Fabian Cone	Phone:	754-321-2618
Name:	Dr. Angela 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: October 13, 2026

By: _____

School Board Chair

For more information, please contact:
Name: Dr. Angela R. Fulton
Title: Deputy Superintendent
Phone: 754-321-2100

EXECUTIVE SUMMARY

AGR27-066 – Khan Academy, Inc – Florida Tutoring Advantage

Board Meeting Date: October 13, 2026

Requested Action: Approve the Agreement between The School Board of Broward County, Florida (SBBC), and Khan Academy, Inc., for the High School Service Order for licenses with a term that commences on October 13, 2026, and concludes on June 30, 2027.

General Information

The following information outlines the governing authority, districtwide implications, historical background, strategic alignment with the 2027 goals and guardrails, and the anticipated measurable outcomes and return on investment related to this agenda item.

District-zone Impact/Board Member: District-wide	
School Board Policy Requirement	• Not Applicable
Statutory Requirement	• Not Applicable
If the School Board votes "Yes"	• Khan Academy will be able to deliver its subscription-based educational service to support up to 27,000 students in grades 9-12.
If the School Board votes "No"	• SBBC will not be able to access up to 27,000 Khan Academy licenses to support students in grades 9-12.
Alignment to the 2027 Strategic Goals and Guardrails	• Goal 2 - Algebra Proficiency; Goal 3 - Science Proficiency; and Goal 4 - College and Career Readiness.
Measurable Outcome(s)/Return on Investment	• Khan Academy will provide up to 27,000 licenses for SBBC students in grades 9-12 and will support research by the University of Florida Board of Trustees - Lastinger Center regarding the efficacy of the initiative.

Background/History

Florida Tutoring Advantage is a program established by the Florida Legislature in 2024 and administered by the University of Florida Lastinger Center for Learning. Through district-based tutoring programs, online virtual tutoring, and automated tutoring software, the program is designed to improve student outcomes in literacy and mathematics. Under this agreement, beginning October 13, 2026, and ending June 30, 2027, Khan Academy will deliver a comprehensive, subscription-based educational service designed to support up to 27,000 students in grades 9-12. Through the Khan Academy online learning platform, participating students will gain access to instructional resources, interactive exercises, and personalized learning supports aligned to their school curriculum. Students will also be able to utilize Khanmigo, Khan Academy's AI-powered tutoring system, which provides real-time academic assistance, personalized feedback, and adaptive learning support. This collaboration is intended to enhance student learning outcomes by combining digital instructional resources and AI-enhanced academic support in a scalable, accessible format.

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 13, 2026 – June 30, 2027
Multi-Year Agreement:	No
Procurement Method:	N/A

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

Budget Impact Summary Statement:

1. Funding is provided by the Florida Legislature to the Florida Tutoring Advantage Program Administration. There is no cost to the District for participation in this program and approval of this agreement.
2. If the District were to purchase access to the platform outside of the Florida Tutoring Advantage Program, the cost would be approximately $270,000.

New / Current Requested Agreement Authority

Agreement Authority Terms	Length of Agreement Terms	Total Agreement Amount
10/13/2026-6/30/2027	8.5 months	$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.

<table>
<tr><td>Impact on Schools</td><td>Yes</td></tr>
<tr><td>School Selection /Prioritization</td><td>Up to 27,000 high school students at 15 BCPS high schools will receive Khanmigo licenses. Schools were chosen based on usage from last year's implementation.

High Schools Selected:
<table>
<tr><td>Boyd H. Anderson HS</td><td>Hollywood Hills HS</td><td>Northeast HS</td></tr>
<tr><td>Coconut Creek HS</td><td>J.P. Taravella HS</td><td>Plantation 6-12</td></tr>
<tr><td>Coral Glades HS</td><td>McArthur HS</td><td>Pompano Beach HS</td></tr>
<tr><td>Fort Lauderdale HS</td><td>Millennium 6-12 Collegiate Academy</td><td>West Broward HS</td></tr>
<tr><td>Hallandale HS</td><td>Miramar HS</td><td>Western HS</td></tr>
</table></td></tr>
<tr><td>Community/ Stakeholder Engagement</td><td>N/A</td></tr>
<tr><td>End-User Input</td><td>N/A</td></tr>
<tr><td>Technology/Capital Expected Lifecycle/Replacement Cycle</td><td>N/A</td></tr>
</table>

Additional Backup:
This agreement supports the Florida Tutoring Advantage initiative through the University of Florida's Lastinger Center and provides for automated tutoring software delivered by Khan Academy.

Exhibit A: Agreement

SERVICE ORDER

Khan Academy, Inc.
P.O. Box 1630
Mountain View, CA 94042

CUSTOMER INFORMATION FOR FLORIDA DISTRICTS FUNDED BY LASTINGER

Customer: The School Board of Broward County, Florida
Address: 600 SE 3rd Ave., Fort Lauderdale, FL 33301
Primary Contact: Guy Barmoha
Email: guy.barmoha@browardschools.com
Phone: 754-321-0000
Billing Contact Name: Guy Barmoha
Billing Contact Email: guy.barmoha@browardschools.com

KHAN ACADEMY INFORMATION

Billing Contact: ar@khanacademy.org
Primary Contact: Renee Venegas
Email: renee@khanacademy.org

SERVICE ORDER INFORMATION

Start Date: Effective Date of this Order
End Date: June 30, 2027
Rostering Service: Clever

KHAN ACADEMY DISTRICT SERVICE, INCLUDING KHANMIGO FOR DISTRICTS

Product	Quantity	Grades	Subjects*
Khanmigo for Districts - **Student Tutor**	27,000 students total	Grades: 9-12	Subjects: All
Khanmigo for Districts - **Teaching Assistant**	Teachers associated with students that have Khanmigo for Districts - Student Tutor		
Khanmigo for Districts - **Administrator**	Administrator account can be allocated to either school or district administrator at the election of Customer		
Khan Academy Districts	As identified in Khanmigo for Districts - **Student Tutor**		
Professional Learning for Khan Academy Districts with Khanmigo	2 in-person days with up to 6 hours virtual	Professional learning sessions will be selected from your customized learning plan, with in-person sessions (6 hours per day).	

TERMS AND CONDITIONS

The scope of services to be provided by Khan Academy, Inc. ("**Khan Academy**") to The School Board of Broward County, Florida ("SBBC" or "Customer") (each, a "**Party**") are described in the "Service Order Information" section above. These services will be provided pursuant to Khan Academy's Terms of Service for the Khan Academy District Service, and any additional addenda attached hereto, and are all incorporated herein by reference. This Service Order ("**Order**"), together with the Terms of Service and any additional addenda attached hereto and incorporated herein, are referred to as the "**Agreement**". In the event of conflict between the terms of this Order, the Terms of Service for the District Service and any additional addenda, the terms of this Order shall control.

The Khan Academy District Service consists of rostering support for schools and teachers, access to Khan Academy District Service administrator reports, implementation support and priority technical support for Customer's teachers, together with professional learning and other services licensed under this Order. Any deletions or other revisions by Customer to this Order (whether handwritten, electronically, or otherwise) will be null and void unless accepted in writing in this Agreement or an amendment executed by Khan Academy.

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1. **Licenses**: Services will be provided to the number of students set forth above, and their associated teachers.

2. ***Subjects**: Subjects are identified to provide rostering and implementation support. Upon notice to (and approval by) Khan Academy, Customer may request a change to the indicated subjects.

3. **Term**: Services are provided for the term commencing on the Start Date and ending on the End Date. Under no circumstance shall the term of this Order extend beyond the End Date without a written amendment (or a renewal order) to this Agreement executed by the Parties in writing.

4. ****Fees**: Total fees (excluding those for any additional professional learning) are calculated based on the number of student licenses. Except as agreed between the Parties in writing, each Party will bear its own expenses. Discounts or fee waivers are one-time only and apply only to the Term specified in this Order.

5. **Khan Academy District Service Fees**: The Khan Academy's standard subscription price ($10.00 per student) is waived and the subscription is included as part of Khanmigo for Districts subscription described below.

6. **Khanmigo for Districts Fees:** There is also a one hundred percent (100%) discount from the Khanmigo for Districts Student Tutor standard subscription price (fifteen dollars ($15.00) per student) for this Agreement. This discounted pricing is made available in part by funding from The University of Florida Board of Trustees, a public body corporate of the State of Florida, on behalf and for the benefit of the University of Florida ("**funder**"), with The University of Florida Lastinger Center for Learning ("**Lastinger Center**") designated as the funder's administrator. Khan Academy may share aggregated, de-identified usage data at the school level with the funder (including Lastinger Center) for purposes of demonstrating the social impact of the grant.

7. **Special Terms:** Customer acknowledges that (a) Lastinger Center shall be set up as the district administrator for District's accounts ("**Lastinger Reporting**"); (b) Lastinger Center will be able to view user account data and manage the accounts for District; (c) Lastinger Center is responsible for coordinating with Customer on

user account management; and (d) provision of the services under this Agreement are contingent upon Lastinger Center continuing to provide funding for these services. For clarity, if Khan Academy does not receive payment from Lastinger Center for this Order, services under this Agreement may be suspended or terminated pursuant to the Agreement.

As a condition of receiving the services, Customer shall: (i) roster the students and Customer teachers within two (2) weeks of executing this Agreement ("**Rostering Deadline**"); (ii) have the teachers and administrators participate in the Professional Learning; (iii) provide classroom time for students to use the services; (iv) expeditiously partner with Khan Academy for rostering, activation of accounts, and student engagement to ensure that licenses are created, students log into the platform and an activity is started within the Platform ("**Student Activity**") within six (6) weeks of executing this Agreement; (v) ensure that students initiate in at least five (5) Khanmigo chat (each, a "Khanmigo Chat," meaning a unique instance of a conversation with Khanmigo) activities within 6 weeks of executing this Agreement and continue to do so for every four (4) weeks ("**Minimum Usage**"); (vi) collaborate to determine and implement a success plan for ongoing learning and achievement of **Student Activity and Minimum Usage**, collectively "**Usage Outcomes**" with Khan Academy and Khanmigo activities; and (vii) fulfill the customer roles identified in Customer Commitments located at Attachment 3 ("**Customer Role**").

8. **No Waiver of Sovereign Immunity**: To the extent not prohibited by law, nothing in this Agreement waives governmental, sovereign, or official immunities where applicable, except to the extent limited by applicable law including but not limited to the limited waiver provided in section 768.28, Florida Statutes.

9. **E-Verify**: Effective January 1, 2021, pursuant to Fla. Stat. § 448.095, all Contractors shall use the U.S. Department of Homeland Security's E-Verify system https://e-verify.uscis.gov/emp, to verify the employment eligibility of all employees hired during the term of this Agreement. Khan Academy affirms that it is registered with and uses the E-Verify system, and is otherwise in compliance with §448.095, Fla. Stat., and acknowledges that it is required to maintain such compliance throughout the term of any contract entered between the Parties.

10. **Public Records**: Both Parties acknowledge that this Agreement is subject to Florida Public Records Laws. Khan Academy will assist Customer with providing any financial records required under Florida's Public Records Laws, Chapter 119, Florida Statutes that Customer does not directly have access to and will retain such financial records as provided by law. Khan Academy further agrees to:

    A. Keep and maintain public records required by the School Board in order to perform the service under this Agreement; and
    B. Upon request from the School Board's custodian of public records, provide the School Board 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; and
    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 contract if the Contractor does not transfer the records to the School Board; and

D. Upon completion of the contract, transfer, at no cost, to the School Board all public records in possession of the Contractor or keep and maintain public records required by the School Board to perform the service. If the Contractor transfers all public records to the School Board upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the School Board, upon request from the School Board's custodian of public records, in a format that is compatible with the information technology systems of the School Board.

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

11. **No Conflict**: Khan Academy certifies that, to the best of its knowledge, Khan Academy, nor Khan Academy's employees are employed by Customer. Khan Academy further certifies that, to the best of its knowledge, no conflicting business, employment, or contractual relationship exists between Khan Academy and Customer. For clarity, the governing law shall be the State of Florida and governing venue shall be the Circuit Court in Broward County, Florida.

12. **Illegal Alien Labor**: Khan Academy will register and use the U.S. Department of Homeland Security's E-Verify system to verify the work authorization status of all employees hired during the term of this Agreement and must, upon request, provide evidence of compliance with this provision. Subcontractors shall provide Contractor with an affidavit stating the Subcontractor does not employ, contract with, or subcontract with an unauthorized alien. See Section 448.095, Florida Statutes, for all requirements.

13. **Commercial Nondiscrimination**: Khan Academy shall not discriminate on the basis of race, gender, gender identity or expression, religion, national origin, ethnicity, sexual orientation, age or disability in the solicitation, selection, hiring, or treatment of subcontractors, vendors, suppliers, or commercial customers. Khan Academy understands and agrees that violation of this clause is a material breach of the contract and may result in contract termination, debarment, or other sanctions. Customer acknowledges that Khan Academy's operations are based in California and that it does not: (i) make a practice of establishing "Placement Goals" as part of its normal process; (ii) have an affirmative practice of engaging minority business enterprises and female enterprises as subcontractors; or (iii) operate an Affirmative Action Program.

14. **Background Screening**: Khan Academy and any of its employees performing District Services hereunder shall comply with the Jessica Lunsford Act effective September 1, 2005, as same may be amended from time to time. All individuals who are permitted access on school grounds when students are present, who have direct contact with students, or who have access to or control of school funds must meet the screening requirements as described in Section 1012.32, 1012.465, or 1012.467, F.S. The cost of the required screening is at the expense of Khan Academy.

15. Proprietary Information:

A. The parties acknowledge that this agreement is subject to Florida's public records laws, including Section 119.07, Florida Statutes. Khan Academy will clearly mark any documents or materials submitted to CUSTOMER that it considers confidential, proprietary, or exempt from public disclosure, and will provide the specific statutory basis for the claimed exemption. Materials likely to be designated as confidential or exempt include, without limitation, security assessments, audit reports (including SOC 2 reports), vulnerability information, and technical infrastructure documentation, which Khan Academy asserts are exempt under Section 119.071(3)(a), Florida Statutes (security systems information) and Section 815.045, Florida Statutes (trade secrets).If CUSTOMER receives a public records request for documents or materials that Khan Academy has designated as confidential or exempt, CUSTOMER will promptly notify Khan Academy in writing before producing such materials. CUSTOMER will provide Khan Academy no fewer than fifteen (15) business days from the date of written notice to seek protective relief in a court of competent jurisdiction. CUSTOMER agrees not to release materials designated as confidential or exempt while such protective action is pending. If Khan Academy does not initiate protective action within the notice period, CUSTOMER may produce the requested materials in accordance with applicable law. Neither party shall be liable to the other for disclosure of materials pursuant to a valid court order or final determination that such materials are subject to public disclosure under applicable law, provided the disclosing party has complied with the notice requirements of this Section.

16. Annual Appropriation: CUSTOMER's performance and obligations under this Agreement is contingent upon an annual budgetary appropriation by its governing body. If CUSTOMER does not allocate funds for the payment of services or products to be provided under this Agreement, this Agreement may be terminated by CUSTOMER at the end of the period for which funds have been allocated. CUSTOMER shall notify the other party at the earliest possible time before such termination. No penalty accrues to CUSTOMER if this provision is exercised, and CUSTOMER is not obligated or liable for any future payments due or any damages as a result of termination under this section.

17. Compliance with Laws: Each party shall comply with all applicable federal and state codes, rules, and regulations in performing its duties, responsibilities, and obligations pursuant to this Agreement.

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 Customer, the nongovernmental entity must provide Customer 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 5** 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 Customer 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.

19. **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 6** 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.

20. **Names and Marks**. VENDOR shall not acquire any rights under this Agreement to, and shall not use, the name of "The School Board of Broward County, Florida" or "SBBC", or "Broward County Public Schools" or "BCPS" either alone or in conjunction with or as part of any other name, word, mark, picture, logo, design, and/or trademark (collectively, "SBBC Marks") in any of VENDOR's advertising, publicity, or promotion, to express or Imply any endorsement by SBBC or The School Board of Broward County, Florida, of its Services, or in any other manner (whether or not similar to the uses hereinabove specifically prohibited) without the prior review and written approval by SBBC, except as expressly permitted herein. No advertisement, publication, or other use of SBBC Marks shall be published or otherwise promulgated by VENDOR without SBBC's prior inspection and written approval. This provision shall survive the expiration or sooner termination of this Agreement.

21. **Incorporation by Reference**. Attachments 1, 2, 3, 4 (inclusive of Exhibits A, B, C, D and E), 5 and 6 attached hereto and referenced herein are incorporated into this Agreement by reference.

[***Signature Page Follows***]

SIGNATURES

The Parties may execute this Agreement in counterparts, each of which is an original, and the counterparts constitute one and the same Agreement. The Parties may also deliver and accept facsimile, electronically scanned or electronic signatures, which bind a Party as if the signature were an original.

By its signature below, each Party confirms its acceptance of the proposal set forth herein. Each person signing this Agreement represents and warrants that such person is duly authorized and has legal capacity to execute and deliver this Agreement for its respective Party. This proposal will become binding upon the signature of both Parties and shall be effective on the later of (i) the Start Date or (ii) the date of the last signature hereto (the "**Effective Date**").

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 KHAN ACADEMY:

KHAN ACADEMY, INC.

(Corporate Seal)

ATTEST:

By _____

_____
, Secretary

-or-

_____
Witness

_____
Witness

The Following Notarization is Required for Every Agreement Without Regard to Whether the Party Chose to Use a Secretary's Attestation or Two (2) Witnesses.

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ (*date*) by _____ (*name of officer or agent, title of officer or agent*) of _____ (*name of corporation acknowledging*), a _____ (*state or place of incorporation*) corporation, on behalf of the corporation. He/she is ☐ personally known to me or has produced _____ (*type of identification*) as identification and who ☐did/☐did not first take an oath this _____ day of _____, 2026.

My Commission Expires:

See Attached
BN 09/16/2026

_____
Signature – Notary Public

(SEAL)

_____
Printed Name of Notary

_____
Notary's Commission No.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Los Angeles }

On 09/15/2026, before me, Brandon Najera, Notary Public,

personally appeared Jason Hovey

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of State of California that the foregoing paragraph is true and correct.

BRANDON NAJERA
COMM. #2442298
Notary Public - California
Los Angeles County
My Comm. Expires Mar. 26, 2027

PLACE NOTARY SEAL ABOVE

WITNESS my hand and official seal.

SIGNATURE _____

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of attached document

Title or type of document: _____

_____

Document Date: _____ Number of Pages: _____

Signer(s) Other than Named Above: _____

Attachment 1
Khan Academy District Service Terms of Service

Set forth below are the Terms of Service ("**TOS**") made between Khan Academy, Inc., a 501(c)(3) organization ("**Khan Academy**" or "**we**" or "**us**") and The School Board of Broward County, Florida, ("SBBC"), a school, school district or other local education agency entity (each, an "**LEA**") subscribing to the Khan Academy District service ("**Customer**" or "**you**"). These TOS govern Customer's use of the Khan Academy District service (the "**District Service**").

1. The District Service. The District Service is a premium, subscription-based service that is offered as a complement to the standard features of Khan Academy's educational website located at https://khanacademy.org/ and related mobile applications and online services (the "**Website**"). Access to the Website and use of the Website's standard features are provided free of charge.

Through the District Service, Khan Academy provides (i) enhanced features to facilitate set-up, management, and use of School Accounts (as defined in Section 4.3 (School Accounts)) for class use; (ii) implementation assistance and training for authorized users registered as teachers, school leaders, aides, or other similar personnel (collectively, "**School Personnel**"); (iii) priority technical support for class use of the Website; (iv) data insights on Website usage and performance through district administrator reports; and (v) an expanded set of artificial intelligence ("**AI**") enabled teacher tools ("**Khanmigo Teacher Tools**") (as more fully described in Section 8 (Khanmigo Teacher Tools)) available on all School Personnel accounts included in the District Service.

Both Khan Academy and Customer (the "**Parties**") acknowledge that the District Service is provided online, with services provided remotely. The District Service will be provided to Customer by Khan Academy personnel and through the Website and content offerings (the District Service and Website, collectively, the "**Platform**"). In the ordinary course of operating the Platform, Khan Academy engages vendors and service providers to provide services such as data storage, communications, and support services. These vendors and service providers are sub-processors to Khan Academy and are not deemed subcontractors under these TOS.

2. Subscription Terms.

2.1 Subscription Terms. The District Service is offered to Customer free of charge subject to certain renewal, cancellation, and other terms and conditions specific to the account set forth in the then-current service order, quote or service agreement for the account executed between the Parties ("**Applicable Order**"). When using the District Service, you will also be subject to our Privacy Policy located at https://www.khanacademy.org/about/privacy-policy and any posted guidelines, policies or rules applicable to specific features, or use, of the Platform, which may be posted from time to time (collectively the "**Guidelines**"). The Applicable Order, these TOS and the Guidelines form a legal contract between Customer and Khan Academy with respect to the District Service and are referred to collectively as the "**Agreement**". Your Applicable Order specifies the scope of services provided, including by reference to the number of accounts, students, subjects or grade levels included in your subscription. Student accounts will be counted upon activation and may not be shared or transferred among students.

2.2 Payment. Customer will pay all fees specified in the Applicable Order. Except as expressly set forth in the Agreement, (i) all payment obligations are non-cancelable, and fees paid are non-refundable; (ii) fees are

based on the District Service subscriptions purchased and not actual usage; and (iii) quantities purchased cannot be decreased during the relevant subscription term. Customer may tender payment by wire transfer, check, or other methods at Khan Academy's discretion (contact us for details). Payment must be received by Khan Academy no later than thirty (30) calendar days after Khan Academy issues an invoice. If Khan Academy does not receive payment within thirty (30) calendar days, the invoice is past due, and Khan Academy reserves the right to suspend access to the affected Customer account(s) and take collection action. Suspension of a School Account does not relieve the Customer of its obligation to pay for the District Service for the full term of the subscription. Customer is solely responsible for paying all fees and applicable taxes, if any, associated with the District Service, including any sales, use, or value added taxes. All questions relating to payments and fees should be sent to ar@khanacademy.org.

2.3 Financial Audit. Khan Academy shall establish and maintain books, records, and documents (including electronic storage media) related to this Agreement. All of Khan Academy 's Records, regardless of the form in which they are kept relating to the services rendered to CUSTOMER under this Agreement, shall be open to inspection and subject to audit, inspection, examination, evaluation and reproduction, during normal working hours, by CUSTOMER agent or its authorized representative which shall be conducted remotely and via electronic delivery. For the purpose of such audits, inspections, examinations, evaluations, and reproductions, CUSTOMER's agent or authorized representative shall have access to Khan Academy 's Records from the Effective Date of this Agreement, for the duration of the term of the Agreement, and until the later of five (5) years after the termination of this Agreement or five (5) years after the date of final payment by CUSTOMER to Khan Academy pursuant to this Agreement, as provided by law. CUSTOMER's agent or its authorized representative shall provide KHAN ACADEMY with reasonable advance notice (not to exceed two (2) weeks) of any intended audit, inspection, examination, evaluation, and reproduction.

2.4 Licensed Students. The District Service is provided on a per-user license, subscription basis. The concurrent number of students receiving access cannot exceed the number of user licenses by more than five percent (5%) or one thousand (1,000) students, whichever is less (collectively, "**Overage**"). If the number of Customer's rostered students exceed the number of user licenses by more than five percent (5%) or by more than one thousand (1,000) students, Customer is obligated to reduce its number of rostered users.

2.5 Implementation Calendar. The standard service term is one year, commencing on July 1, and ending on June 30. Programmatic Support Services (as defined in Section 5 (Programmatic Support Services)) will be provided during the regular, full school year (exclusive of any summer session). Customer may elect to continue updating its roster (via Clever Inc.'s Secure Sync service, ClassLink, Inc. Roster Server, or such other service as Khan Academy may make available for such purpose (each, a "**Rostering Service**")) during the summer months after the end of the spring term, but Customer acknowledges that Khan Academy is not required to provide Programmatic Support Services for summer school programs.

2.6 Pilots and Betas; Authorized User Experience Feedback. Khan Academy may offer pilot programs (each a "**Pilot**") or beta features or products ("**Betas**"). Customer acknowledges that (a) participation in a Pilot or use of Betas may allow Customer to access such Pilot or Betas on a preview basis (including before it is made generally available on the Platform or included in Khan Academy's general service offerings); (b) Khan Academy may still be testing, evaluating and improving Betas, including by collecting Customer feedback, or for Customer evaluation; as such, Betas are offered "as-is" and the limited warranty provided for the District Service in Section 12 does not apply to Pilots or Betas; (c) participation in a Pilot or use of Betas is subject to these TOS and any

additional terms Khan Academy may specify; (d) the Betas are still under development, may be inoperable or incomplete and are likely to contain errors or bugs; (e) the Betas may never become generally available; (f) Khan Academy may charge a fee for use of Pilots or Betas, with notice to Customer; (g) Khan Academy does not commit to maintaining any Betas and may change or remove Betas at any time; (h) Khan Academy is not obligated to provide support for Pilots or Betas; and (i) Khan Academy is not responsible for Customer's reliance on Pilots or Betas. Customer may stop use of Betas at any time. All information related to a Pilot or Betas constitutes Khan Academy's confidential information. NOTWITHSTANDING ANYTHING TO THE CONTRARY, KHAN ACADEMY IS PROVIDING PILOTS AND BETAS "AS-IS" AND DISCLAIMS ANY AND ALL WARRANTIES WITH RESPECT TO BETAS AND PILOTS, INCLUDING ANY IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, AND STATUTORY WARRANTIES OF NON-INFRINGEMENT, LIABILITIES, AND INDEMNIFICATION OBLIGATIONS OF ANY KIND.

Customer and Customer's registered and authorized School Personnel and Students (referred to as "**Authorized Users**") may, in connection with a Pilot or use of Betas, participate in Authorized User testing activities led by members of Khan Academy's product design team, including but not limited to, by collecting Customer or Authorized User feedback (through surveys, interviews, or classroom visits), or for Customer or Authorized User evaluation ("**Authorized User Experience Feedback**"). We encourage and welcome Authorized User Experience Feedback on any Pilot and Beta, as provided in Section 5.6 (Feedback) of the Website Terms of Service located at https://www.khanacademy.org/about/tos ("**Website TOS**").

3. District Admin Accounts.

3.1 Admin Accounts. In order to access the administrator report features of the District Service, Customer must register for one or more accounts for use by School Personnel who will administer Customer's use of the District Service ("**Admin Accounts**"). Admin Accounts are provided for the sole purpose of oversight, administration, account management and access to District Service administrator features. Any use of an Admin Account for other purposes is not authorized. Admin Accounts are unique to the District Service; if Customer's subscription to the District Service expires or is otherwise terminated, the Admin Accounts are automatically removed.

3.2 Administrator Reports. Admin Accounts provide access to district-level and school-level data insights via administrator reports. Usage and performance data will provide views such as student account activation and usage as well as skills progress on Khan Academy. Admin Accounts assigned to principals and other school-site administrators will provide access to data for students and teachers in the relevant school, and Admin Accounts provided to district-wide administrators will provide access to Khan Academy data for all rostered students, teachers, and schools in the relevant district.

3.3 Account Access. Each authorized administrator will register for a separate account. Customer is solely responsible for maintaining the confidentiality of each Admin Account and access credentials for use of the accounts, and Customer accepts responsibility for all activities that occur under such accounts and access credentials. If you have reason to believe that any Admin Account or School Account is no longer secure (e.g., in the event of a loss, theft or unauthorized disclosure or use of the account ID, password or other access credential), then you will promptly notify your designated Khan Academy account representative. You may be liable for the losses incurred by Khan Academy or others due to any unauthorized use of Admin Accounts and/or School Accounts.

3.4 Limitations on Use. The Platform is provided to you and your Authorized Users solely for educational purposes as part of the instructional program for schools in your LEA. You and your Authorized Users must use the Platform in compliance with all applicable laws, rules, regulations, and Platform policies. You and your Authorized Users will not reproduce, duplicate, copy, sell, resell or otherwise exploit for any commercial purpose, any portion of the Platform, or access to the Platform.

4. User Accounts.

4.1 User Account Terms. User accounts are provided free of charge to students and School Personnel. User accounts and use of the Website's standard features are governed exclusively by the Website TOS and Privacy Policy.

4.2 Use of Student Data; Customer Responsibility for Parental Consents and Notices.

(a) Customer shall comply with, and provide any notices and obtain any consent required under, the Family Educational Rights and Privacy Act and the U.S. Department of Education's implementing regulations at 34 CFR Part 99, as amended (collectively, "**FERPA**"); the Children's Online Privacy Protection Act of 1998, as amended ("**COPPA**"); and all other laws, rules or regulations concerning the collection, use, and disclosure of personally identifiable information about users in your LEA (collectively, "**Applicable Privacy Law**"), including (i) providing disclosures to students registered and authorized to use Khan Academy for class use ("**Students**") and their parents or legal guardians ("**Parents**") regarding Student use of the Platform, our Website TOS, these TOS, and our Privacy Policy and (ii) obtaining any consents required from Parents, to the extent required under COPPA, FERPA, or other Applicable Privacy Law.

(b) Customer will remain responsible for complying with all Parental notice requirements and Parental requests regarding collection, use and disclosure of Student personal information, except as provided in Section 4.7 (Access Requests). To the extent Students use Linked Accounts (referred to in Section 4.5 (Personal Accounts)), Customer will obtain any consent required for such Linked Accounts for class use.

4.3 School Accounts.

(a) Account Set-up and Rostering. Each student, teacher, school leader, aide, or other similar personnel requiring access to the Platform for class use will be registered with a Khan Academy account associated with your LEA in accordance with all rostering instructions provided in accordance with the Applicable Order. Khan Academy will facilitate the creation of individual accounts and assign Students to initially designated classes at Customer's direction and in accordance with Customer's instructions. Customer is solely responsible for providing Khan Academy with access to complete and accurate information required to facilitate account set-up and fulfill rostering requirements, and for maintaining the accuracy of such data. Such information will include information necessary to separately identify accounts to be held by Students under age thirteen (13) and age thirteen (13) or above (either, "**Student Accounts**"), and by School Personnel ("**School Personnel Accounts**" and, together with Student Accounts, "**School Accounts**"). Khan Academy will attempt to identify and include in the LEA roster any pre-existing School Accounts that match the rostering data provided by

Customer, rather than creating new accounts for those Students and School Personnel. Customer understands and agrees that Students and School Personnel are bound to the Website TOS and these TOS.

(b) Updates. Rosters will be updated regularly based on updated information provided by Customer. Upon termination of School Personnel employment with your LEA, such School Personnel must return and cease using all login credentials they have in their possession. If at any time Customer learns that a Student or School Personnel claims to be affiliated with your LEA who is not, in fact, affiliated with your LEA, or that a Parent has refused or rescinded any Parental consent required for Student use of the Platform, or otherwise becomes aware of any errors in roster information, Customer will notify Khan Academy and will take prompt action to correct the roster data.

(c) Use of a Rostering Service. Support for rostering and School Account set-up will be provided through a Rostering Service, subject to any limitations in the Applicable Order. Customer acknowledges that use of the District Service is contingent upon Customer rostering through the Rostering Service. Customer's use of the Rostering Service is subject to the terms and conditions of the agreement between Customer and the Rostering Service, and Khan Academy assumes no liability for claims or damages resulting from Customer's use of the Rostering Service. Khan Academy will be acting upon Customer's instructions to roster Students using the data provided to Khan Academy via the Rostering Service. Customer may not change the Rostering Service during the subscription term.

4.4 Integrated Service. Khan Academy may enable you to interact with the Platform through, or otherwise associate the Customer's accounts with, certain third-party services, including third-party rostering, authentication or single sign-on services, such as Google Accounts, ClassLink or Clever, or other sites providing supplemental educational materials, programs or services (each of these, an "**Integrated Service**"). By using (or otherwise granting access to or approving use of) an Integrated Service with the Platform, Customer agrees that Khan Academy may access, store and use data obtained through the Integrated Service consistent with our Privacy Policy, and may disclose data to the Integrated Service if you use the Integrated Service to receive data from the Platform. Customer's use of any Integrated Services will be governed by the terms and conditions of the providers of the Integrated Service. Khan Academy does not endorse any Integrated Service, and Customer and associated account holders are solely responsible for interactions with any Integrated Service that occur as a result of accessing the Platform through any Integrated Service. Khan Academy does not control the practices of any Integrated Service, and you are advised to read the privacy policy and terms and conditions of any Integrated Service that you use to understand their practices. ACCESS AND USE OF INTEGRATED SERVICES, INCLUDING THE INFORMATION, MATERIALS, PRODUCTS, AND SERVICES ON OR AVAILABLE THROUGH THOSE SERVICES, IS SOLELY AT YOUR OWN RISK.

4.5 Personal Accounts.

(a) Linked Accounts. Students and School Personnel may have personal accounts (i.e., accounts associated with an email address other than the applicable LEA account or school email address) in addition to School Accounts. Khan Academy may (but is not required to) permit a user to associate a personal account with their School Account, by using the login credentials associated with a personal account to join a class or use the account for school-directed learning. If a user chooses to associate a personal account with their School Account, the two (2) accounts will be deemed "**Linked**" accounts, and the user's learning activity (information regarding use of the Platform generated by the user through use of the Platform), whether generated during or outside of the

school use, may be viewed by any person with access to either account. "Linked" accounts are not separately functioning accounts; they permit access to a singular Khan Academy account using more than one account interface or set of access credentials. Linked accounts may benefit Students: (i) who want to use the Website for both personal and school purposes; (ii) by allowing School Personnel to have a deeper understanding of Student progress; and (iii) by allowing users to keep track of all their Khan Academy learning activity on an aggregate basis. The user's election to enable Linked accounts must be made, if at all, in connection with the initial account registration and rostering process for a given school year.

(b) Khan Academy Activity in Linked Accounts. Upon any termination of the School Account by authorized School Personnel, the Student's or School Personnel's learning activity (including any learning activity from school use) will be retained in any Linked personal account.

(c) User-Generated Content. Prior to termination of School Accounts, Khan Academy may invite Students, or Parents of Students, or School Personnel, to establish and maintain a personal account for purposes of retaining any content generated or provided and owned by Students or School Personnel under the Website TOS (including such Student's or School Personnel's learning activity). Any such personal accounts will be established under Khan Academy's standard account opening process, including Parent consent for users under the age of legal majority (or as otherwise required by State and federal student data privacy regulations).

4.6 Student Records. While using the District Service, Customer may provide Khan Academy with access to certain Student Records. "**Student Records**" are information relating to a Student which is personally identifiable, or which is linked to personally identifiable information in a manner that would allow a reasonable person to identify the Student with reasonable certainty, and is (i) provided to Khan Academy by the Customer, Students or Parents of Students, or (ii) collected by Khan Academy from Customer, Students or Parents of Students, in each case, during the provision of the District Service to Customer pursuant to the Agreement. Student Records may include "education records" as that term is defined under FERPA. Customer represents and warrants that it is authorized to provide such data to Khan Academy. Khan Academy confirms that Student Records will be maintained and used in accordance with Khan Academy's Privacy Policy and any separate data privacy addendum or similar agreement entered into by and between Customer and Khan Academy.

4.7 Access Requests. Khan Academy shall cooperate with and assist Customer in responding to requests made by a Parent or eligible Student for the review of personally identifiable information contained in the related Student Records and to correct erroneous information, consistent with the functionality of the District Service. If a Parent of a Student or eligible Student contacts Khan Academy to review Student Records (other than information that may be accessed in a Parent account that is associated with that Student), Khan Academy may refer the Parent or eligible Student to the LEA, who will follow the necessary and proper procedures regarding the requested information. Khan Academy may provide direct assistance to the Parent with respect to information that may be accessed in the Parent account.

5. Programmatic Support Services. The District Service includes technology-enabled online services and additional support services. We refer to additional support services provided by Khan Academy personnel described in Sections 5.1 and 5.2 below as "**Programmatic Support Services**".

5.1 Professional Learning. Training will be provided via an asynchronous, on-demand course available on the Website. Unless otherwise agreed in writing between the Parties, any additional training and consultations

will be identified in the Applicable Order and will be provided remotely, via webinar, conference call, or similar online/remote format. To the extent that in-person training is offered, Khan Academy reserves the right to postpone or substitute with online/remote sessions as may be necessary or prudent for health and safety reasons (including but not limited to COVID or other health risk conditions).

5.2 Relationship Manager. Relationship management is provided via email support and up to one scheduled meeting per month. The role of the relationship manager is to assist with implementation strategy and to act as a liaison to address Customer needs. Requests for technical support will be referred to the customer support team for resolution. Assistance with individual technical support requests will be provided by the customer support team via Khan Academy's online help center. To help provide smooth implementation, the relationship manager will offer the opportunity for a meeting approximately one (1) month after the launch of the District Service. Notwithstanding anything to the contrary, if the Customer is a school (and not a school district), this Section does not apply.

5.3 Technical Support. Technical support for School Personnel is provided by the Khan Academy customer support team via our online help center. School Personnel with support needs will be required to submit them via an online help center portal. All School Personnel will be tagged based on their district-provided email domain to receive top-tier priority technical support then available within the Khan Academy help center (this support tier is available to Khan Academy Districts customers but is not exclusive to any one district).

6. Course Content; Proprietary Materials.

6.1 Course Content. Customer will select one (1) or more primary subject areas for implementation and Programmatic Support Services, which will be specified in the Applicable Order. In addition, Customer will have access to other available Website content. The partnership manager can assist in providing guidance on how to align Website content for the primary subject area(s) to the scope and sequence of the Customer's specific curriculum. Programmatic Support Services do not include custom alignment or creation of custom content. Requests for custom course curation or new content will be handled by the relationship manager and resolved in Khan Academy's sole discretion; additional fees may apply.

6.2 Proprietary Materials; Licenses. The Platform is owned and operated by Khan Academy. The visual interfaces, graphics, design, compilation, information, computer code (including source code or object code), software, services, content, educational videos and exercises, training materials, professional learning resources, and all other elements of the Platform (the "**Services Materials**") are protected by United States and international laws, international conventions, and other applicable laws governing intellectual property and proprietary rights. Except for any content provided and owned by users under the Website TOS, all Services Materials, and all trademarks, service marks, and trade names, contained on or available through the Platform are owned by or licensed to Khan Academy, and Khan Academy reserves all rights therein and thereto not expressly granted to users under the Website TOS. For clarity, both Parties acknowledge that the Platform does not include development of any materials specifically for Customer. Khan Academy's District Service is a commercial, off-the-shelf offering and no development of work product for Customer or Authorized Users is contemplated in the provision of such District Service to Customer. In no instance shall the District Service be deemed a "Work Made for Hire" or otherwise performed under a "funding agreement". The District Service to be provided does not relate to real property, use of mechanics or laborers, or the provision of physical goods.

6.3 Permitted Use; Prohibited Conduct. Subject to the Agreement, the Website TOS (which governs user accounts and use of the Website's standard features), and our receipt of payment of all applicable fees for the District Service, School Personnel may access and use the District Service during the subscription term, solely through their School Accounts, and solely for Customer's educational purposes, as an aid to classroom instruction and to guide learners in mastery learning. You shall not (nor shall you permit any of your Students or School Personnel to) use the educational videos, exercises, and related supplementary materials that are owned by Khan Academy or its third-party licensors (the "**Licensed Educational Content**") made available on the Website, or any educational, user-readable source code in connection with the "Computer Science" modules or exercises available on the Website (the "**Licensed Educational Code**"), except as permitted under the Website TOS. You shall not (nor shall you permit any of your Students or School Personnel to) engage in any conduct using the Website that is "Prohibited Conduct" under the Website TOS or otherwise prohibited under the Agreement.

7. AI-Enabled Features.

7.1 Description. Khan Academy offers certain artificial intelligence-enabled features, technologies and services which are at an early stage of development, and which are subject to continued development ("**AI-Enabled Features**"). For clarity, the enhanced features offered as "Khanmigo for Districts" and "Khanmigo Teacher Tools" are AI-Enabled Features, Betas, and elements of the District Service, and all terms and conditions that apply to AI-Enabled Features, Betas and the District Service apply to Khanmigo for Districts and Khanmigo Teacher Tools.

7.2 AI-Enabled Feature Feedback. In addition to the Authorized User Experience Feedback that Customer and its Authorized Users may provide pursuant to Section 2.6 (Pilots and Betas; Authorized User Experience Feedback), we encourage and welcome your feedback on any AI-Enabled Feature. As part of AI-Enabled Features, Customer, and Customer's Authorized Users, may identify errors or bugs, provide feedback on the user experience, and provide other ideas, suggestions, guidance or other information related to the applicable AI-Enabled Feature (collectively, deemed "**AI-Enabled Feature Feedback**"). Khan Academy may solicit AI-Enabled Feature Feedback from you, and from any specific Authorized Users identified by Customer for participation in any feedback program, via surveys, interviews, or other interactions. You and your Authorized Users may also provide AI-Enabled Feature Feedback to us by labeling Output with a thumbs up or thumbs down, or otherwise directly offering AI-Enabled Feature Feedback in the AI-Enabled Feature itself or otherwise. By submitting suggestions or other AI-Enabled Feature Feedback, you agree that we (or our licensees) can (but do not have to) use, share, and otherwise exploit such AI-Enabled Feature Feedback for any purpose without compensation or further notice to you and you grant us a royalty-free, worldwide, irrevocable, perpetual license to use and incorporate any AI-Enabled Feature Feedback into Khan Academy Offerings (as defined below) or to develop new features and services.

7.3 AI-Enabled Feature Permitted Use; AI-Enabled Feature Prohibited Conduct. In addition to compliance with Section 3.4 (Limitations on Use) and Section 6.3 (Permitted Use; Prohibited Conduct), you and your Authorized Users shall not engage in the following, which constitute Prohibited Conduct under these TOS:

(a) Use of any AI-Enabled Feature to generate the following types of content: (i) hate speech or hateful content; (ii) defamatory or discriminatory content, including references about religion, race, sexual orientation, gender, nationality, or ethnic origin; (iii) content that is unlawful, vulgar, obscene,

defamatory, sexually explicit, fraudulent, harassing, invasive of another's privacy, or otherwise objectionable, or that promotes any of the foregoing content or related activities; (iv) promotion or glorification of violence, or promotion or depiction of self-harm or harm to individuals, organizations or society; (v) misleading political speech or electoral or political campaign materials; (vi) false or misleading content; misinformation; (vii) malware or other software intended to cause harm; or (viii) or any content that would infringe upon the intellectual property rights of others.

(b) Use of any AI-Enabled Feature to commit any act of academic dishonesty, or to mislead any person that Output generated through use of AI features included in AI-Enabled Features is human-generated.

(c) Use of any AI-Enabled Feature as the sole or predominant mechanism for assessment or evaluation purposes or to otherwise make decisions about a student or School Personnel.

(d) Participation in any prompt injection attack, AI model jailbreak or other attempt to interfere with intended functionality of any AI-Enabled Feature.

Khan Academy reserves the right, but does not have any obligation, in its sole discretion, to determine whether any AI Content (as defined below) violates our Prohibited Conduct terms, and can refuse, remove, or edit such AI Content, and may remove access to any AI-Enabled Feature at any time for non-compliance with these terms.

7.4 Privacy Guidance. AI-Enabled Features enable users to interact with a "large language model" (commonly referred to as an "**LLM**"), an AI tool developed and maintained by one or more third-party LLM developers. While AI-Enabled Features place some constraints on use of the underlying model, such constraints are still, and will continue to be, in development and cannot be relied upon to screen user queries or filter responses that are returned to users. The AI-Enabled Features are not intended to be used to process proprietary or personally identifiable information. YOU ARE ADVISED NOT TO (AND YOU MUST INSTRUCT YOUR AUTHORIZED USERS NOT TO) INCLUDE ANY PROPRIETARY OR PERSONALLY IDENTIFIABLE INFORMATION IN INPUTS SUBMITTED TO ANY AI-ENABLED FEATURE.

7.5 Guidelines on Use of AI-Enabled Features.

(a) User-Generated Content. You (and your Authorized Users) may provide input (including summary, text, instructions, or other content you make available) to any AI-Enabled Feature ("**Input**"), and receive output generated and/or provided by an AI-Enabled Feature based on the Input ("**Output**"). Input and Output are collectively "**AI Content**". AI Content is subject to the terms applicable to User Content set forth in Section 5 (User Content License Grant) of the Website TOS. For clarity, AI Content constitutes User Content. You acknowledge that due to the nature of machine learning and the technology powering AI-Enabled Features, Output may not be unique, and an AI-Enabled Feature may generate the same or similar output for you or your Authorized Users as it provides to other users. For clarity, outputs for other users are not considered your (or your Authorized Users') User Content. You also acknowledge and agree that any Outputs may not be protectable under copyright or other intellectual property, proprietary, or other law. We make no warranties or representations, express or implied, that Outputs are protectable under any law. Without limiting the terms of the Website TOS, you are solely responsible for the AI Content that you and your Authorized Users create, including for ensuring that you or they have rights to submit the Input and that use of Input does not infringe upon the intellectual property rights of others or violate any applicable law or the Agreement. Without limiting our rights otherwise set forth in

these TOS, by using the AI-Enabled Features, you hereby grant us a worldwide, non-exclusive, irrevocable, transferable, royalty-free, fully paid-up, sublicensable (through multiple-tiers) license to access, use, modify, display, publicly perform, distribute, copy, create derivatives from (including derivative works of) and process any and all Inputs and Outputs (including any intellectual property contained therein or embodied thereby) to provide our services to you and your Authorized Users and to develop and improve the AI-Enabled Features for all users.

(b) Incorporated Guidelines; Responsible Use. Use of AI-Enabled Features is subject to these TOS and any additional posted Guidelines we provide. It is your obligation to educate School Personnel and Students, as may be applicable, on responsible use of AI in general, on responsible use of the applicable AI-Enabled Feature specifically (i.e., Khanmigo Teacher Tools and, if applicable, Khanmigo for Districts), and regarding your other school policies regarding use of artificial intelligence. We strongly encourage you to require Authorized Users to review any Guidelines, including those provided pursuant to this Section, prior to accessing any AI-Enabled Feature. For instance, Authorized Users should be aware that AI-Enabled Features may make mistakes and the Authorized User needs to fact check the Output (as defined in Section 7.5(a) (Guidelines on Use of AI-Enabled Features—User-Generated Content)). The Authorized User is responsible for conducting human review of Outputs and double-checking Outputs with reputable sources to confirm that such Outputs are accurate, lawful and otherwise appropriate and permissible under the Agreement and that they have adequate rights to use such Outputs before relying on them.

(c) Personal Use and Sharing. AI-Enabled Features are intended for personal use and not to generate content for publication. Authorized Users may choose to share AI Content they generate for any legal, personal, non-commercial purpose, under the following conditions: (i) the role of AI in formulating the content is clearly and prominently disclosed; (ii) the content is attributed to the Authorized User by name, or your organization; (iii) topics of the content do not violate our terms on Prohibited Conduct; and (iv) the Authorized User directly reviews the AI Content to ensure compliance with the Agreement. We kindly ask that you and your Authorized Users refrain from sharing Outputs that may offend others.

(d) School Personnel Use. School Personnel should apply their judgment and discretion in use of all AI-Enabled Features and their activities (including but not limited to essay features, if applicable) and should not rely solely (nor predominantly) on a feature for assessment or evaluation purposes or to otherwise make decisions about a student or School Personnel. AI-Enabled Features are tools intended to assist School Personnel and are not a replacement for the unique role of humans. As a part of AI-Enabled Features, we make training resources available for School Personnel to learn about AI-Enabled Features and use of AI within education. We also recommend School Personnel view our AI courses on the Platform.

7.6 "As-Is" Terms for AI-Enabled Features.

(a) "As-Is" Terms; No Guarantees; No Representations or Warranties. THE LIMITED WARRANTY PROVIDED FOR THE DISTRICT SERVICE DOES NOT APPLY TO ANY AI-ENABLED FEATURE. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE AGREEMENT, KHAN ACADEMY IS PROVIDING THE AI-ENABLED FEATURES "AS-IS", AND KHAN ACADEMY DISCLAIMS ANY AND ALL WARRANTIES RELATED THERETO, INCLUDING (I) ANY IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, AND STATUTORY WARRANTIES OF NON-INFRINGEMENT, LIABILITIES, AND INDEMNIFICATION OBLIGATIONS OF ANY KIND OR, (II) ANY

WARRANTIES RELATING TO THE FUNCTIONALITY, RELIABILITY, ACCURACY OR CORRECTNESS OF ANY AI-ENABLED FEATURES. IN THE EVENT OF A CONFLICT BETWEEN THIS SECTION 7.6(A) AND ANY OTHER TERMS OF THE AGREEMENT, THIS SECTION 7.6(A) WILL SUPERSEDE SUCH TERMS WITH RESPECT TO ANY AI-ENABLED FEATURE. YOU UNDERSTAND THAT KHAN ACADEMY IS NOT OBLIGATED TO PROVIDE SUPPORT FOR ANY AI-ENABLED FEATURE. YOU ACKNOWLEDGE AND AGREE THAT ANY AI-ENABLED FEATURE MAY FUNCTION FOR A LIMITED PERIOD OF TIME, MAY HAVE LIMITED FEATURES, MAY MAKE ERRORS (INCLUDING, WITHOUT LIMITATION, MATH ERRORS (IF APPLICABLE)), MAY REFLECT BIASED, INCOMPLETE OR INCORRECT INFORMATION, MAY PROVIDE OBJECTIONABLE OR OFFENSIVE RESPONSES, MAY NOT ACCOUNT FOR EVENTS OR CHANGES TO UNDERLYING FACTS OCCURRING AFTER THE AI MODEL WAS TRAINED, AND MAY HAVE OTHER LIMITATIONS. YOU SHOULD NOT RELY ON THE FACTUAL ASSERTIONS IN OUTPUT WITHOUT INDEPENDENTLY CHECKING THEIR FACTUAL ACCURACY. OUTPUT MAY APPEAR ACCURATE DUE TO ITS DETAIL OR SPECIFICITY BUT MAY STILL CONTAIN MATERIAL INACCURACIES.

(b) AI-Enabled Features Subject to Change. The AI-Enabled Features include new technologies and features that are at an early stage of development (often referred to as alphas, betas, previews, or prototypes), some of which are still being, and will continue to be, developed and tested, are known to make errors and to provide incorrect information at times, and may have other bugs. Any AI-Enabled Feature may not become fully developed or generally available. Furthermore, the laws and regulations governing artificial intelligence and related technology are uncertain and evolving, and the ability to use the AI-Enabled Features and/or Outputs may be adversely impacted in the future. Khan Academy may change, add, or remove specific tools, features, elements or portions thereof at any time without any liability to you, and we do not commit to maintaining any AI-Enabled Feature, including any specific tools, features, elements or portions thereof.

7.7 AI-Enabled Feature Force Majeure. Notwithstanding Section 16.4 (Force Majeure), if Khan Academy is unable to provide any AI-Enabled Feature by reason of being unable to obtain access to services required to operate such AI-Enabled Feature, or by reason of any law, regulation or administrative order, or by reason of any other cause beyond its reasonable control, Khan Academy may modify, suspend or terminate access to such AI-Enabled Feature for such time as is reasonably necessary to address the cause. If Khan Academy is unable to restore access to such AI-Enabled Feature within thirty (30) calendar days ("**Resolution Period**"), then Customer may notify Khan Academy after such Resolution Period of its intent to terminate its subscription for the applicable AI-Enabled Feature. Customer's sole and exclusive remedy to any such termination exercised under this Section 7.7 (AI-Enabled Feature Force Majeure) is to obtain a pro-rata refund representing the unused portion of any fees prepaid by Customer specifically for the unusable portion of the applicable AI-Enabled Feature that was to be provided from the effective date of termination.

8. Khanmigo Teacher Tools.

8.1 Description. Khanmigo Teacher Tools include tools specifically designed for School Personnel, and premium features available for District Service customers. Khanmigo Teacher Tools are solely for independent use by School Personnel. Khanmigo Teacher Tools are included as features for all School Personnel and Admin Accounts included in the District Service, including for any renewal of the Agreement. For clarity, Khanmigo Teacher Tools are one of Khan Academy's AI-Enabled Features and all provisions related to AI-Enabled Features apply to your and any School Personnel's use of Khanmigo Teacher Tools.

8.2 Account Access. School Personnel who are included in Customer's District Service roster will have Khanmigo Teacher Tools automatically enabled on their School Personnel Accounts.

9. Confidentiality. Except to the extent required to be disclosed under an applicable public records or open records statute, your Applicable Order, any quotes or proposals relating to your account, and any product, security or compliance documentation provided to you, include information that is proprietary and confidential to Khan Academy. You shall keep such terms, quotes, proposals or documentation confidential, and agree not to disclose such terms, quotes, proposals or documentation to any third party, to the fullest extent permitted by law. In the event Customer receives a public records or open records request, Customer shall promptly notify Khan Academy and provide the opportunity to redact the requested information as permitted under statute.

10. Indemnification.

10.1 Indemnity. Intentionally omitted.

10.2 Indemnification Process. All indemnification obligations under the Agreement are dependent upon the indemnified Party providing the indemnifying Party with: (a) prompt notice of an indemnifiable claim; (b) exclusive control over the defense and settlement of the indemnifiable claim (provided that a claim will not be settled without the prior written consent of the indemnified Party, which consent will not be unreasonably withheld, conditioned or delayed); and (c) reasonable cooperation in the defense and settlement of such indemnifiable claim (collectively, "**Indemnification Process**").

11. Warranty Disclaimers.

11.1 Warranty Disclaimers. EXCEPT FOR THE EXPRESS LIMITED WARRANTY SET FORTH IN SECTION 12 (LIMITED WARRANTY), THE PLATFORM, AND ANY ASSOCIATED CONTENT, THIRD-PARTY CONTENT, THIRD-PARTY WEBSITES, THIRD-PARTY APPLICATIONS, USER CONTENT, AND ALL DATA AND INFORMATION MADE AVAILABLE IN CONJUNCTION WITH THE PLATFORM (COLLECTIVELY, THE "**KHAN ACADEMY OFFERINGS**"), ARE PROVIDED ON AN "AS-IS", "AS AVAILABLE", AND "WITH ALL FAULTS" BASIS. THE KHAN ACADEMY PARTIES DO NOT WARRANT THAT THE KHAN ACADEMY OFFERINGS WILL MEET OR BE CORRECTED TO MEET YOUR REQUIREMENTS OR EXPECTATIONS, BE TO YOUR LIKING, BE TIMELY, SECURE, ACCURATE, OR BE UNINTERRUPTED, OR FREE OF ERRORS, VIRUSES OR OTHER HARMFUL COMPONENTS.

TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, THE KHAN ACADEMY PARTIES DISCLAIM ANY AND ALL WARRANTIES AND CONDITIONS REGARDING THE KHAN ACADEMY OFFERINGS, WHETHER STATUTORY, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ALL IMPLIED WARRANTIES OF QUALITY, ACCURACY, PERFORMANCE, AVAILABILITY, MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT. SOME STATES OR OTHER JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO CERTAIN EXCLUSIONS MAY NOT APPLY TO YOU. YOU MAY ALSO HAVE OTHER RIGHTS THAT VARY BY JURISDICTION.

YOU UNDERSTAND AND AGREE THAT YOUR USE, ACCESS, DOWNLOAD, OR OTHERWISE OBTAINING OF DATA, CONTENT, AND MATERIALS, IS AT YOUR OWN DISCRETION AND RISK, AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR PROPERTY (INCLUDING YOUR COMPUTER SYSTEM) OR LOSS OF DATA THAT RESULTS THEREFROM.

12. Limited Warranty. Subject to Section 7.6 ("As-Is" Terms for AI-Enabled Features), Khan Academy warrants, during the Term, that the District Service delivered by Khan Academy, when used in accordance with the terms of the Agreement, will substantially perform in accordance with the District Service Documentation made available to Customer by Khan Academy. "**Documentation**" means the description of services set forth in the Agreement, including technical specifications, but excludes any marketing materials or brochures. If the District Service is not provided as indicated in the Documentation, and Customer has provided written notice of the non-conformity to Khan Academy within thirty (30) calendar days of discovery of such non-conformity, then Customer's sole and exclusive remedy is that Khan Academy shall at its option (i) rectify the non-conformity; (ii) replace the applicable product or service with a system of substantially the same functionality that conforms to the Documentation; or (iii) terminate the Agreement with respect to the non-conforming District Service and provide Customer a prorated refund representing the unused portion of any fees prepaid by Customer specifically for the non-conforming portion of the terminated District Service measured from the effective date of termination. The foregoing warranty specifically excludes defects in or non-conformance of the District Service resulting from (a) use of the Platform in a manner not in accordance with the Documentation, these TOS or the Website TOS; (b) faults or liabilities disclaimed pursuant to these TOS or the Website TOS; (c) improper or inadequate maintenance of Customer's own computers or other internet accessible devices including tablets, computer networks, operating environment, security programs, and internet connections; (d) abuse of the Platform; or (e) delays, failures or problems inherent in use of the internet and electronic communications or other systems outside Khan Academy's control.

13. Limitation of Liability and Damages.

13.1 Limitation of Liability. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, UNDER NO CIRCUMSTANCES WILL THE KHAN ACADEMY PARTIES BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, COVER, BUSINESS INTERRUPTION, PUNITIVE, RELIANCE, OR EXEMPLARY DAMAGES (INCLUDING WITHOUT LIMITATION LOST BUSINESS, LOST REVENUES OR PROFITS, LOSS OF DATA, OR ANY OTHER PECUNIARY OR NON-PECUNIARY LOSS OR DAMAGE OF ANY NATURE WHATSOEVER) ARISING OUT OF OR RELATING TO THESE TOS, THE WEBSITE TOS, YOUR USE OF (OR INABILITY TO USE) THE KHAN ACADEMY OFFERINGS OR ANY OTHER INTERACTIONS WITH KHAN ACADEMY OR WITH THIRD PARTIES THROUGH OR IN CONNECTION WITH THE KHAN ACADEMY OFFERINGS, INCLUDING OTHER USERS, EVEN IF A KHAN ACADEMY PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. APPLICABLE LAW IN YOUR JURISDICTION MAY NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY OR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. IN SUCH CASES, THE KHAN ACADEMY PARTIES' LIABILITY WILL BE LIMITED TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW.

13.2 Limitation of Damages. IN NO EVENT WILL THE KHAN ACADEMY PARTIES' TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES, AND CAUSES OF ACTION ARISING OUT OF OR RELATING TO THE AGREEMENT, THE WEBSITE TOS, YOUR USE OF ANY KHAN ACADEMY OFFERING, OR YOUR INTERACTION WITH OTHER PLATFORM USERS (WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), WARRANTY, OR OTHERWISE), EXCEED THREE HUNDRED THOUSAND U.S. DOLLARS ($300,000).

14. Modification of Terms.

14.1 Terms Subject to Change. Except as provided in Section 14.2 (Material Changes) below, Khan Academy

reserves the right, at our discretion, to update, change, modify, add, or remove any portion of these TOS at any time. For any material changes to these TOS, Khan Academy will provide notice to you of such amended terms, and such amended terms will be effective against you on the earlier of (i) your actual notice of such changes and (ii) thirty (30) calendar days after Khan Academy makes a reasonable attempt to provide you such notice, including by posting amended terms on the Platform. Notwithstanding the foregoing, changes addressing new functions for a service, or changes made for legal compliance reasons will be effective immediately.

14.2 Material Changes. Khan Academy will not make any material change to these TOS or change how personal information contained in Student Records is used or shared under these TOS during the term of the Agreement, without notice to you. If a change with respect to how personal information contained in Student Records is used or shared under these TOS has a material adverse impact on Student users or Customer, and Customer does not agree to the change, Customer must notify Khan Academy within thirty (30) calendar days of receiving the notice of change as described under Section 16.1 (Notices) below. If Customer notifies Khan Academy as required, then the Customer will remain governed by the TOS in effect immediately prior to the change until the end of the then current term of the Agreement. If the District Service is renewed, it will be renewed under Khan Academy's then current TOS. Disputes arising under these TOS ("**Dispute**") will be resolved in accordance with the version of these TOS which is effective against Customer at the time the Dispute arose.

15. Termination.

15.1 Data Access. Admin Account access will be terminated at the end of the subscription Term, unless the Customer account has been renewed. Upon termination, Khan Academy may delete Admin Accounts and associated district-level administrator reports in accordance with the Agreement and the Privacy Policy. It is Customer's sole responsibility to request renewal of the Agreement to maintain continued access to Customer's account and its associated data. Unless Customer otherwise directs Khan Academy in writing, termination of the District Service will not automatically result in deletion of School Accounts or Student Records in such account.

15.2 Termination by Customer. Customer's only remedy with respect to any dissatisfaction with (i) the Platform, (ii) any term of these TOS or the Website TOS, (iii) the District Service, (iv) any policy or practice of Khan Academy in operating the Platform, or (v) any content or information transmitted through the Platform, is to terminate these TOS and the Website TOS along with your School Accounts and Admin Accounts. You may terminate the Agreement at any time with or without cause by providing written notice to your designated account representative, with any outstanding fees due upon the termination. Unless otherwise provided for herein, all cancellations requested before the end of the then-current term will be effective at the end of the then-current term.

15.3 No Refunds. Customer understands and agrees that, except in the case of (i) cessation of Website services, (ii) a termination at the option of Khan Academy pursuant to Section 12 (Limited Warranty), (iii) a termination by Customer pursuant to Section 7.7 (AI-Enabled Feature Force Majeure), or (iv) to the extent required by applicable law, fees will not be refunded in the event of Customer's early cancellation or notice of cancellation of the Agreement. In the event of an early cancellation due to any of (i) through (iv) of this Section 15.3, Customer is responsible for (a) all amounts due and payable for all services provided to Customer before the date of early cancellation (with a pro-rata refund representing the unused portion of any fees prepaid by

Customer specifically for the portion of the District Service that was to be provided after the date of early cancellation) or (b) if less than the amounts referenced in Section 15.3(a), to the greatest extent permitted by law. The Parties agree that Khan Academy's efforts in connection with account set-up, rostering and implementation are front-loaded and for that reason, proration of fees in the event of early cancellation is not necessary or appropriate. Any unused relationship management support and professional learning sessions expire on June 30th of each school year.

15.4 Termination by Khan Academy. Khan Academy reserves the right to terminate the Agreement at any time if Customer does not comply with the Agreement. Khan Academy may suspend or terminate any School Account or Admin Account (or any part thereof) in accordance with the Agreement or the Website TOS and reserves the right at any time and from time to time to modify or temporarily discontinue the Platform (or any part thereof) with or without notice. These remedies are in addition to any other remedies Khan Academy may have at law or in equity.

16. Miscellaneous.

16.1 Notices. Any notice required under the Agreement shall be in writing and effective when (i) delivered personally against receipt, (ii) deposited in the mail and registered or certified with return receipt requested, postage prepaid, (iii) shipped by a recognized courier service and addressed to either Party as designated in the Agreement, (iv) delivered by email to the email address specified herein or in the Applicable Order, or (v) when delivered via any of the foregoing at such other address as may be provided by the recipient in accordance with this Section.

Notices to Khan Academy:
Khan Academy, Inc.
P.O. Box 1630
Mountain View, CA 94042
Email: notices@khanacademy.org for the purposes of Khan Academy. If a physical notice is sent, an electronic copy shall be provided to such email address.

Notices to Customer will be sent to the email address and/or mailing address set forth in the Applicable Order or Agreement, or if left blank, the address on file with Khan Academy.

16.2 Independent Contractor. No agency, partnership, joint venture, or employment is created because of the Agreement and neither Party has any authority of any kind to bind the other in any respect whatsoever.

16.3 Waiver. The failure of either party to exercise or enforce any right or provision of these TOS or the Website TOS will not constitute a waiver of such right or provision. Any waiver of any provision of these TOS or the Website TOS will be effective only if in writing and signed by the party.

16.4 Force Majeure. Neither Party shall be liable for any failure or delay in performing any duty, requirement, or obligation under the Agreement (except for a failure to pay fees) that is due to events beyond its reasonable control, such as, explosions, wars, sabotage, acts of terrorism, riots, acts of God, epidemics, pandemics, riots, civil commotions, acts of government authorities, changes in laws or regulations, strikes or other labor disputes, failure or diminishment or power or telecommunications or data networks or services, acts or omissions of

internet traffic carriers, or natural disasters (such as fires, hurricanes, severe storms, earthquakes, floods).

16.5 Governing Law and Venue. The Parties intend that the Agreement be construed and controlled by the laws of the State of Florida, without giving effect to principles of conflict of laws. Notwithstanding anything to the contrary, the Uniform Commercial Code, and Uniform Computer Information Transactions Act are specifically disclaimed and do not apply to the Agreement. The United Nations Convention for the International Sale of Goods also does not apply to the Agreement. Any litigation arising out of the Agreement must be conducted in courts located in the State courts of the Seventeenth Judicial Circuit of Broward County, Florida or in the United States District Court for the Southern District of Florida. The parties consent and submit to the personal and exclusive jurisdiction of such courts for the purposes of litigating any such action. Notwithstanding this, Khan Academy may apply for injunctive or other equitable relief to protect or enforce its intellectual property rights in any court of competent jurisdiction.

16.6 Dispute Resolution. In the event of a Dispute, you or Khan Academy must give the other a written statement that sets forth the name, address, and contact information of the party giving it, the facts giving rise to the Dispute, and a proposed solution (a "**Notice of Dispute**"). Any Notice of Dispute must be sent as provided in Section 16.1 (Notices). You and Khan Academy will attempt in good faith to resolve any Dispute through informal negotiation within sixty (60) calendar days from the date the Notice of Dispute is sent. After sixty (60) calendar days, you or Khan Academy may commence legal proceedings. Notwithstanding the foregoing, this Section 16.6 will not prevent either Party from seeking urgent interlocutory relief at any time.

16.7 Severability. If any provision of these TOS or the Website TOS is held to be unlawful, void, or for any reason unenforceable, then that provision will be limited or eliminated from these TOS or the Website TOS to the minimum extent necessary and will not affect the validity and enforceability of any remaining provisions.

16.8 Publicity. INTENTIONALLY OMITTED.

16.9 Headings and Interpretation. The headings contained in the Agreement are for convenience only and shall not be interpreted to limit or otherwise affect the provisions of the Agreement.

16.10 No Primary Drafter. The Parties acknowledge and agree that they have mutually negotiated the terms and conditions of the Agreement and that any provision contained herein with respect to which an issue of interpretation or construction arises shall not be construed to the detriment of the drafter on the basis that such Party or its professional advisor was the drafter, but shall be construed according to the intent of the Parties as evidenced by the entire Agreement.

16.11 Assignment. Customer may not assign the Agreement to any third party without Khan Academy's prior written consent, which consent shall not be unreasonably withheld. The Agreement binds and inures to the benefit of each Party and its respective successors and approved assigns, if any.

16.12 No Third-Party Beneficiaries. The Parties do not intend to confer any right or remedy on any third party.

16.13 Representation of Signatories. Each person signing the Agreement and any Applicable Order or other contract for services associated herewith or governed hereby represents and warrants that such person is duly authorized and has legal capacity to execute and deliver such agreement for its respective Party.

16.14 Counterparts. The Parties may execute the Agreement, or amendments, modifications, alterations or changes ("**Modifications**") to the Agreement, in counterparts, each of which is or shall be an original, and the counterparts constitute one and the same Agreement, or shall constitute one and the same Modification to the Agreement. The Parties may also deliver and accept facsimile, electronically scanned or electronic signatures, which bind a Party as if the signature were an original.

16.15 Entire Agreement. The Agreement entered into by and between Customer and Khan Academy contains the entire understanding of the Parties regarding the subject matter of the Agreement and supersedes all prior and contemporaneous negotiations and agreements, whether written or oral, between the Parties with respect to the subject matter of the Agreement. In the event of any conflict, inconsistency, or ambiguity, the documents shall control in the following order of precedence: (1) any Modifications, (2) the Applicable Order, (3) any additional addenda attached hereto, (4) these TOS, (5) the Website TOS, and (5) the Guidelines. The terms of the Agreement apply to all subscriptions. If Customer issues a purchase order, then any such purchase order is for its internal purposes only, and any purchase order terms that conflict with (or purport to change the terms of the Agreement or any Applicable Order issued by Khan Academy) will have no effect. The Agreement (as of the Effective Date) and any Modifications to the Agreement will only be effective if executed by both Parties. Where Customer makes any Modifications to the Agreement after the Agreement or Modifications thereto has been executed by Khan Academy, the Agreement and/or Modifications thereto will be null and void. In no event will any Modifications to the Agreement (whether handwritten, electronically, or otherwise) be effective unless both Parties have executed a written agreement agreeing to those Modifications.

16.16 Survival. Upon termination of these TOS, any provision which, by its nature or express terms should survive, will survive such termination or expiration, including, but not limited to, Sections 2.2 (Payment), 3.4 (Limitations on Use), 4.5 (Personal Accounts), 4.6 (Student Records), 6 (Course Content; Proprietary Materials), 9 (Confidentiality), 10 (Indemnification), 11 (Warranty Disclaimers), 13 (Limitation of Liability and Damages), 15.3 (No Refunds), and 16 (Miscellaneous).

Attachment 2
Khanmigo Addendum

Set forth below is the Khanmigo Addendum ("**Addendum**") made between Khan Academy and Customer. This Addendum governs the use of certain new features, technologies, or services in development ("beta" previews or otherwise experimental prototypes) of Khan Academy's artificial intelligence ("**AI**") enabled learning guide and AI-enabled learning activities ("**Khanmigo**"). Terms used but not defined herein have the meanings assigned in the agreement currently in effect governing your subscription for the Khan Academy District service ("**Customer Agreement**").

1. Khanmigo.

1.1 Purpose. Customer understands and acknowledges that Customer will have access to Khanmigo, a Beta, in conjunction with the Khan Academy District service. Customer acknowledges that access to Khanmigo is being offered as a Beta to enable Khan Academy to test, evaluate, modify and improve AI-enabled features and their classroom applications, including by collecting Customer feedback on Khanmigo.

1.2 Customer Participation. In connection with Khanmigo, Customer, and Customer's School Personnel and Students authorized and registered for Khanmigo for Districts (referred to as "**Khanmigo Authorized Users**") will participate in Khanmigo Authorized User testing activities led by members of Khan Academy's product design team ("**Khanmigo Authorized User Experience Feedback**"). Customer, at Khan Academy's request, will: (i) identify specific Khanmigo Authorized Users for participation in the feedback program ("**Participants**"), and connect the applicable Khan Academy contact person with these Participants; (ii) collaborate with Khan Academy to communicate with the Participants about the expectations and benefits of Khanmigo for Districts and Khanmigo Authorized User Experience Feedback, including interviews with Participants, surveys, and testing sessions for new features; (iii) identify a cohort of School Personnel to participate in monthly virtual conversations; (iv) participate in user experience surveys to be filled out by both Students and School Personnel (at least two for Students and four for School Personnel).

1.3 Research and Program Evaluation.

1.3.1 CUSTOMER Policy 6313 requires primary investigators of program evaluation studies conducted by Khan Academy that impact the daily activities of students, parents, or staff, OR require use of data from the same individuals must submit a Research Request to the District's Institutional Review Board (IRB) for review and approval prior to the initiation of any study-related activities. The District's IRB and Research Review Process reviews the design, procedures, and potential impact on school and district operations to ensure the following:

1.3.1.A the purpose, scope, limitations, and duration of study is clearly outlined;
1.3.1.B. the protection of human subjects in the research process;
1.3.1.C. education records are only used for purposes of the identified study;
1.3.1.D. education records are only used by representatives of the organization identified in this agreement; and
1.3.1.E. the safe and confidential storage and transmittal of education records.

1.3.2. The purposes of the studies to be conducted by the Khan Academy are to evaluate the

effectiveness of programs in improving student reading and mathematics achievement.

1.3.3. The duration of study activities commenced on the date of original agreement execution and must concluded at the end of business on the Service Order End Date as specified above and must be conducted during the term of this agreement.

1.3.4. Khan Academy shall destroy or return any disclosed information to CUSTOMER when no longer needed for the purposes for which the study is to be conducted.

1.3.5. Questions regarding this process may be directed to BCPS.IRB@browardschools.com.

1.4 Token Limits. Customer acknowledges that: (i) each Khanmigo Authorized User is subject to individual daily limits for tokens ("**Daily Individual Allocation**"); (ii) Khanmigo for Districts token usage (and access to Khanmigo for Districts) is subject to the Daily Individual Allocations; (iii) the Daily Individual Allocations expire daily; and (iv) Khan Academy may throttle usage of tokens by Customer or its Khanmigo Authorized Users to prevent depletion of Daily Individual Allocations, or as otherwise needed to manage spikes (also referred to as bursts) or other events impacting performance, capacity, safety, or security.

2. School Access.

2.1 Eligible Accounts. Khanmigo will be enabled on certain accounts for School Personnel and, if eligible, Students that are included in current subscriptions for the Khan Academy District service. Use of Khanmigo is governed by the Customer Agreement and this Addendum.

2.2 Access to Khanmigo. Khan Academy will provide access to Khanmigo at Customer's direction and in accordance with its instructions. Khanmigo is a closed system and Customer shall specify the School Personnel (and, if Students are included, the Students and classes) who are Khanmigo Authorized Users.

2.3 Management of User Accounts. For Khanmigo Authorized User Accounts, (i) you will first roster Students and School Personnel for the Khan Academy District service through the Rostering Service to set up the School Accounts; (ii) you will identify a specific individual responsible for Khanmigo for Districts implementation and overall rostering maintenance ("**Implementation Lead**"); (iii) subject to the Khanmigo for Districts Account Terms in the Customer Agreement, you will then provide Khan Academy with a list of your Khanmigo Authorized Users eligible for Khanmigo for Districts, where any Student Account with Khanmigo for Districts enabled will also identify the corresponding teacher that has Khanmigo for Districts enabled ("**Identified Khanmigo Users**"); and in the absence of a list provided, all rostered accounts will be enabled with Khanmigo; (iv) Khan Academy will then activate those accounts by acting on your instructions for Identified Khanmigo Users; (v) you will timely validate proper activation; and (vi) throughout the Term, you will ensure that all Students with Khanmigo for Districts - Student Tutor have a teacher with Khanmigo for Districts - Teaching Assistant. For the allocation of Admin Accounts, Customer may determine whether to allocate to a school administrator or district administrator. If Customer wishes to obtain additional seats for administrators, then such additional seats will need to be licensed Khanmigo for Districts - Teaching Assistant Khanmigo Authorized User accounts.

3. Use of Khanmigo for Districts.

3.1 Student Use and Oversight. School Personnel whose students have Student Accounts which include access to Khanmigo for Districts are responsible for educating such students on responsible use of Khanmigo for Districts, including Prohibited Conduct, refraining from submitting any personally identifiable information in Input submitted to Khanmigo for Districts, and avoidance of plagiarism. You have the obligation to monitor and approve the use of Khanmigo for Districts for Student users, and we strongly recommend adult oversight. In all instances, you will ensure that all Student Accounts with access to Khanmigo for Districts have a teacher with Khanmigo for Districts - Teaching Assistant. In other words, Customer cannot have Khanmigo for Districts - Student Tutor without implementing Khanmigo for Districts - Teaching Assistant, and all students accessing Khanmigo for Districts need to have a teacher with Khanmigo for Districts - Teaching Assistant.

Attachment 3
Customer Commitments

Customer Role	Description
Data Validation	Customer will be responsible for setting up (and maintaining) the Clever or ClassLink roles, as applicable. The implementation of the District Service is dependent upon Customer's management of Clever or ClassLink, as applicable. Customer will share the required data with Khan Academy. Customer will be responsible for communicating internally which district users and classes should be included in the Clever or ClassLink roster data based on the service agreement. Customer will monitor and stay within the purchased licenses. Classrooms will be rostered before the Professional Learning, so that teachers, administrators, and other School Personnel are able to properly engage in the training. Customer will provide district users with access to Clever or ClassLink Single Sign On for account log-in. All student and School Personnel accounts need to be rostered and activated within 2 weeks of signing the Order Form.
Issue Management	Customer will provide timely notice of any potential issues, regarding data, access, or otherwise and provide reasonably sufficient details from which to identify and remediate any such issues. Each school site shall provide the relevant information to address potential bugs as detailed in https://support.khanacademy.org/hc/en-us/sections/360014029731-Submitting-a-Bug-Report-to-Khan-Academy-Support.
Knowledgeable Resources	Customer will be responsible for resolving all questions, incidents, and problems that are not related to use of the Approved Products, such as policy-related questions. Each school site implementing the Services is responsible for ensuring the school's technology supports the minimum requirements https://support.khanacademy.org/hc/en-us/articles/360048672692-What-devices-and-specifications-work-best-with-Khan-Academy-Districts.
Goals and Implementation Fidelity	The district will establish clear goals for platform usage and learning outcomes, actively monitor their data to ensure the program is being implemented to achieve those goals, and communicate these goals and expectations to all staff. To achieve these goals aligned with Khan Academy's efficacious usage recommendations, classrooms will dedicate a minimum of 30-60 minutes a week with Khanmigo usage. If the district is not on track to meet its objectives, administrators will collaborate proactively with our staff to design and implement effective solutions. Similarly, the district will: (a) establish clear goals for student usage; and (b) ensure that each licensed student completes a **Student Activity** within 6 weeks of signing the Order Form; and (c) ensure their students initiate in at least 5 Khanmigo Chats activities within 6 weeks of signing the Order Form and continue to do so every 4 weeks.

Coordination for PL	Professional learning will be allotted based on number of licenses in the district. If provided with virtual or in-person professional learning, Customer will provide facilities and equipment (e.g., computers with Internet connection, and projectors) to the extent Vendor offers onsite Professional Learning. Customer staff will assist Vendor in coordinating Professional Learning workshops (whether onsite or virtual). Coordination includes scheduling events, communication with workshop participants, meal planning, distributing pre workshop materials, tracking participant attendance. Customer will provide a minimum of four weeks notice for in-person professional learning sessions (where available) and a minimum of two weeks notice for virtual professional learnir sessions.
Teacher Advocates	Customer will establish a teacher leader program to support the implementation of the Distri Service. Teacher leaders will assist in addressing questions from educators and ensure that classroom time is allocated for effective use of the District Service.
Project Manager	Customer will designate a project manager responsible for working with the Vendor Account Manager and Professional Learning team; participating in the regularly scheduled reviews with the Vendor Account Manager; reviewing data toward goals; modifying incorrect student and School Personnel information and adding any missing information; serving as the primary point of contact for the Vendor regarding the District Service; and participating in product training sessions. Customer will validate that Lastinger Center has access as an Administrator within 2 weeks of executing the Order Form and will ensure that Lastinger Center maintains access through the term of the Order Form.
Decision Makers	Customer agrees to maintain their organization's readiness, resource availability, and communication for decisions and issues in a manner to accommodate and not hinder the project. This includes availability from the role-type decision makers so that the District Servic may be timely implemented.

Attachment 4

DATA PRIVACY ADDENDUM

for the

KHAN ACADEMY DISTRICTS SERVICE

offered by

KHAN ACADEMY, INC., a 501(c)(3) organization

a vendor provided DPA[1]

Upon the execution of the Standard Student Data Privacy Agreement FL-NDPA v2 ("**FL NDPA**") by The School Board of Broward County, Florida ("Customer") and with inclusion of **Exhibit E** to the FL-NDPA, such FL-NDPA between Customer and Khan Academy ("**New DPA**") shall replace this DPA in its entirety. This Student Data Privacy Addendum ("**DPA**") is incorporated by reference into the Service Agreement (as defined in **Exhibit "C"** [the "**Definitions**"]) entered into by and between the customer located solely within the United States set forth below (hereinafter referred to as "**LEA**") and Khan Academy, Inc. (hereinafter referred to as "**Provider**") effective as of the last date of signature ("**Effective Date**") to the Service Agreement.

WHEREAS, the Provider is (or will be) providing educational or digital services to LEA under the terms set forth in the Service Agreement;

WHEREAS, the Provider and LEA recognize the need to protect student Personally Identifiable Information and other regulated data exchanged between them as required by applicable United States laws and regulations, such as the Family Educational Rights and Privacy Act ("**FERPA**") at 20 U.S.C. § 1232g (34 CFR Part 99); the Children's Online Privacy Protection Act ("**COPPA**") at 15 U.S.C. § 6501-6506 (16 CFR Part 312), Protection of Pupil Rights Amendment ("**PPRA**") 20 U.S.C. §§ 1400 et. seq., and applicable state privacy laws and regulations; and

WHEREAS, the Provider and LEA desire to enter into this DPA for the purpose of establishing their respective obligations and duties in order to comply with applicable laws and regulations.

[1] This DPA is offered to US customers of the Khan Academy Districts service, which is provided pursuant to a services agreement between Khan Academy and the customer. This is a vendor form not associated with any state-specific privacy alliance.

NOW THEREFORE, for good and valuable consideration, LEA and Provider agree as follows:

1. This DPA describes the Services to be provided, the categories of Student Data that may be provided by LEA to Provider, and other information specific to such Student Data.

2. The services to be provided by Provider to LEA pursuant to this DPA are detailed in **Exhibit "A"** (the "**Services**").

3. Notices. All notices or other communication required or permitted to be given hereunder may be given via e-mail transmission, or first-class mail, sent to the designated representatives below.

The designated representative for the Provider for this DPA is:

For the Khan Academy District Service:

Jason Hovey, Director of School Partnerships
Khan Academy, Inc.
P.O. Box 1630, Mountain View, CA 94042
districts@khanacademy.org
All legal notices shall also be sent by email to notices@khanacademy.org.

The designated representative for the LEA as a point of contact for this DPA is:
Name: Guy Barmoha
Title: Director, Secondary Learning
Address: 600 SE Third Ave. Fort Lauderdale, FL 33301
Email: guy.barmoha@browardschools.com

ARTICLE I: PURPOSE AND SCOPE

1. **Purpose of DPA**. The purpose of this DPA is to describe the duties and responsibilities to protect Student Data including compliance with all applicable federal and state privacy laws, rules, and regulations, all as may be amended from time to time. This DPA supplements the Service Agreement and together with the Service Agreement is collectively referred to as the "**Agreement**".

2. **Services to Be Provided**. Pursuant to and as fully described in the Service Agreement, Provider offers the Services as set forth in **Exhibit "A"** hereto. Provider may update the description of the Services from time to time to reflect new products, features, or functionality comprised within the Services. Provider will update relevant documentation to reflect such changes.

3. **Student Data to Be Provided**. In order to perform the Services described above, LEA shall provide Student Data as identified in the "**Schedule of Data**", attached hereto as **Exhibit "B"**.

4. **DPA Definitions**. The definition of terms used in this DPA is found in **Exhibit "C"**. With respect to the treatment of Student Data, in the event of a conflict, definitions used in this DPA shall prevail over terms used in any other writing, including, but not limited to the Service Agreement, Privacy Policies, etc.

ARTICLE II: DATA OWNERSHIP AND AUTHORIZED ACCESS

1. **Student Data Property of LEA**. All Student Data transmitted to the Provider pursuant to the Service Agreement is and will continue to be the property of and under the control of the LEA, or the party who provided such data (such as the student or their parent). The Provider further acknowledges and agrees that all copies of such Student Data transmitted to the Provider, including any modifications or additions or any portion thereof from any source, are subject to the provisions of this DPA in the same manner as the original Student Data. The parties agree that as between them, all rights, including all intellectual property rights in and to Student Data contemplated per the Service Agreement, shall remain the exclusive property of the LEA, or the party who provided such data (such as the student or their parent).

2. **Exemptions under FERPA**. LEA is familiar with and agrees to be responsible for compliance with applicable laws governing the LEA's disclosure of Personally Identifiable Information in Education Records to a third party without written consent of the parent and/or eligible student or without meeting one of the exemptions set forth in FERPA ("**FERPA Exemption(s)**"), including the exemption for Directory Information ("**Directory Information Exemption**") or School Official exemption ("**School Official Exemption**"). For the purposes of FERPA, to the extent Personally Identifiable Information from Education Records are transmitted to Provider from LEA or from students using accounts at the direction of the LEA, Provider shall be considered a School Official, under the control and direction of the LEA as it pertains to the use of Student Data, provided, that certain information provided to Provider by LEA about a student, such as student name and grade level, may be considered Directory Information under FERPA and thus not an Education Record.

3. **Parent Access**. To the extent required by law, the LEA shall establish reasonable procedures by which a parent or eligible student may review Education Records and/or Student Data correct erroneous information, and procedures for the transfer of student-generated content to a personal account, if supported by the functionality of Services. For the purposes of this DPA, parent refers to the parent or legal guardian of the student. Provider shall respond in a reasonably timely manner (and pursuant to the time frame required under state law for an LEA to respond to a parent or student) to the LEA's request for Personally Identifiable Information contained in a student's School Account to view or correct as necessary, consistent with the functionality of the Services. In the event that a parent of a student

or other individual contacts the Provider to review any of the Student Data accessed pursuant to the Services, the Provider shall refer the parent or individual to the LEA, who will follow the necessary and proper procedures regarding the requested information, provided, that parents may establish parent accounts associated with their child's account, and Provider may provide direct assistance to students and their parents relating to access to information displayed in the student's Khan Academy account, consistent with the functionality of the Services.

4. **Separate Account**. If Student-Generated Content is stored or maintained by the Provider, Provider shall comply with applicable laws relating to the transfer of Student-Generated Content to a Khan Academy account held by the student or their parent. In addition, prior to deletion of Student Data at the direction of the LEA, Provider may transfer said account or Student-Generated Content to a Khan Academy account controlled by the student or their parent.

5. **Law Enforcement Requests**. Should law enforcement or other government entities ("**Requesting Party(ies)**") contact Provider with a request for Student Data held by the Provider pursuant to the Services, the Provider shall redirect such third party to request the data directly from the LEA, unless and to the extent that Provider reasonably believes it must grant such access to the third party because the data disclosure is necessary: (i) pursuant to a court order or legal process; (ii) to comply with statutes or regulations; (iii) to enforce the Agreement; or (iv) if Provider believes in good faith that such disclosure is necessary to protect the rights, property or personal safety of Provider's users, employees or others. Provider shall notify the LEA in advance of a compelled disclosure to a third party, unless legally prohibited.

6. **Subprocessors**. Provider shall enter into written agreements with all Subprocessors performing functions for the Provider in order for the Provider to provide the Services pursuant to the Service Agreement, whereby the Subprocessors agree to protect Student Data in a manner no less stringent than the terms of this DPA.

ARTICLE III: DUTIES OF LEA

1. **Provide Data in Compliance with Applicable Laws**. LEA shall provide Student Data for the purposes of obtaining the Services in compliance with all applicable federal and state privacy laws, rules, and regulations, all as may be amended from time to time, including any laws referred to in the Exhibits hereto (collectively "**Applicable Laws**"). LEA shall uphold its responsibilities under Applicable Laws, including to grant Provider access to such data only to the extent permitted by Applicable Laws. For clarity, the LEA shall not provide any data in violation of Applicable Laws and shall not provide Personally Identifiable Information beyond that which is identified in Exhibit B, unless otherwise agreed by the Parties in writing. At Provider's request, LEA will designate an employee or agent of LEA as the LEA representative for the coordination and fulfillment of LEA's duties under this DPA.

2. **Annual Notification of Rights**.

    a. The LEA acknowledges that under the Service Agreement, the LEA is responsible for providing appropriate disclosures to students and their parents regarding disclosure of Student Data to Provider and student use of the Services, including any notices required by the COPPA, FERPA, or other Applicable Laws, and that, prior to creation of School Accounts, the LEA will either obtain any parent consent or comply with an applicable exemption from or exception to parental consent requirements for opening School Accounts for students and use of the Service.

    b. If LEA is providing Directory Information or any Education Record to Provider, LEA shall:

i. comply with the Directory Information Exemption, including, without limitation, informing parents and eligible students what information the LEA deems to be Directory Information and may be disclosed and

allowing parents and eligible students a reasonable amount of time to request that schools not disclose Directory Information about them; and/or

ii. comply with the School Official Exemption, including, without limitation, informing parents in their annual notification of FERPA rights that the Institution defines "School Official" to include service providers and defines "legitimate educational interest" to include services such as the type provided by Provider; or

iii. obtain all necessary parental or eligible student written consent to share the Student Data with Provider, in each case, solely to enable Provider's operation of the Service.

c. If LEA is relying on the Directory Information exemption, LEA shall not provide information to Provider from any student or parent/legal guardian that has opted out of the disclosure of Directory Information. Provider depends on LEA to ensure that LEA is complying with the FERPA provisions regarding the disclosure of any Student Data that will be shared with Provider.

3. **Reasonable Precautions**. LEA shall take reasonable physical, technical, and administrative precautions consistent with industry standards designed to secure usernames, passwords, and any other means of gaining access to the Services and hosted Student Data.

4. **Unauthorized Access Notification**. LEA shall notify Provider promptly of any known unauthorized use of (or access to) the Services. LEA will assist Provider in any efforts by Provider to investigate and respond to any unauthorized access.

ARTICLE IV: DUTIES OF PROVIDER

1. **Privacy Compliance**. The Provider shall comply in all material respects with all applicable U.S. federal and state laws, rules, and regulations pertaining to Student Data privacy and security, all as may be amended from time to time, applicable to Provider in providing the Service to LEA. For clarity, the parties may identify the specific applicable state laws, rules, and regulations in this DPA, including the Exhibits hereto.

2. **Authorized Use**. The Student Data shared pursuant to the Service Agreement, including persistent unique identifiers, shall be used for no purpose other than to provide the Services, for purposes authorized by the Services Agreement and/or otherwise legally permissible. The foregoing limitation does not apply to De-Identified Data.

3. **Provider Employee Obligation**. Provider shall require all of Provider's employees and agents who have access to Student Data to comply with all applicable provisions of this DPA with respect to the Student Data shared under the Service Agreement. Provider agrees to require and maintain an appropriate confidentiality agreement from each employee or agent with access to Student Data pursuant to the Service Agreement.

4. **No Disclosure**. Provider shall not make any re-disclosure of any Student Data in a manner that directly identifies an individual student to any other entity other than LEA, except: (i) as directed or permitted by the LEA or this DPA, including as authorized under statutes referred to herein; (ii) to authorized users of the Services, including students and their parents; (iii) as directed or permitted by the user in accordance with the intended functionality of the Services; (iv) as permitted by law; or (v) to protect the safety or integrity of users or others, or the security of the Services. This prohibition against disclosure shall not apply to De-Identified Data, Student Data disclosed pursuant to a lawfully issued subpoena or other legal process, or to Subprocessors or agents performing services on behalf of (or in conjunction with) the Provider pursuant to this DPA. Provider will not Sell Student Data to any third party.

5. **De-Identified Data**: De-Identified Data may be used by the Provider for any lawful purpose including, but not limited to, development, adaptive learning and customized student learning, CUSTOMER IRB Approved research, and improvement of educational sites, services, and applications, and to demonstrate market effectiveness of the Services.

Provider agrees not to attempt to re-identify De-Identified Data retained after termination of the relevant user account.

6. **Disposition of Data**.

    a. Upon written request from the LEA, Provider shall dispose of Student Data obtained under the Service Agreement. Provider shall respond to such a request for disposition in a reasonably timely manner (and pursuant to any time frame required under state law). Upon termination of the Service Agreement, if no written request from the LEA is received, individual user accounts will remain open and available for use for other educational purposes. The LEA may employ a "**Directive for Disposition of Data**" form, a copy of which is attached hereto as **Exhibit "D"**. If the LEA and Provider employ Exhibit "D," no further written request or notice is required on the part of either party prior to the disposition of Student Data described **in Exhibit "D."**

    b. In addition to complying with disposition requests made by the LEA, Provider may dispose of Student Data: (i) when the Student Data is no longer needed for the purpose for which it was received; (ii) in accordance with its disposition policy; or (iii) as required by law.

    c. The duty to dispose of Student Data shall not extend to Student Data that has been De-Identified or placed in an account controlled by a student or their parent pursuant to Article II, Section 3 (**Parent Access**).

    d. Prior to disposition of Student Data at the direction of the LEA under this section or Article II, Section 4 (**Separate Accounts**), Provider may permit users or parents to maintain the Khan Academy Website account as a personal account for purposes of retaining any content generated or provided by the user (including Learning activity). Certain account controls, including the ability to modify the account profile or delete the account, may be exercisable by the teacher that created the account, by the student account holder or their parent. Requirements relating to transfer of data will be satisfied by the ability to maintain a personal account or establish a personal login credential to allow the student to maintain their account. Account transfer may not be available for some types of accounts due to limitations inherent in the functionality of the Services.

7. **Advertising Limitations.** Unless authorized by LEA or parent subject to governing state or federal law, Provider is prohibited from using, disclosing, or selling Personally Identifiable Information contained in Student Data to: (a) serve Targeted Advertising to students; or (b) develop a profile of a student for any purpose other than providing the Service to LEA. This section does not prohibit Provider from using Student Data: (i) for adaptive learning or customized student learning (including generating personalized learning recommendations); (ii) to make product recommendations to teachers or LEA employees; (iii) to notify account holders about new education product updates, features, or services or from otherwise using Student Data as permitted in this DPA and its accompanying exhibits; or (iv) to communicate with users generally via the Services or by sending Program Communications to users. This provision does not restrict Provider's activities relating to personal accounts established or maintained by parents, students or teachers.

ARTICLE V: DATA PROVISIONS

1. **Data Storage**. Where required by applicable law, Student Data shall be stored within the United States. Upon request of the LEA, Provider will provide a list of the locations where Student Data is stored.

2. **Data Security**. The Provider agrees to utilize commercially reasonable administrative, physical, and technical safeguards designed to protect Student Data from unauthorized access, disclosure, acquisition, destruction, use, or modification. The Provider shall adhere to any applicable law relating to data security applicable to the provision of the Services.

3. **Data Breach**. In the event that Provider becomes aware of an unauthorized release, disclosure or acquisition of Student Data resulting in an unauthorized access to or disclosure of the Student Data maintained by the Provider in violation of applicable state or federal law or this DPA ("**Incident**"), the Provider will provide notification in the most expedient time possible and without unreasonable delay (and within any notice period required by law). Upon notification by the Provider, the LEA shall be responsible for reporting the Incident to its Chief Privacy Officer and/or other officials as required by law.

    a. The Incident notification described above shall include, at a minimum, the following information to the extent known by the Provider:

i. The name and contact information of the reporting LEA subject to this section;
ii. A list of the types of Personally Identifiable Information that were or are reasonably believed to have been the subject of an Incident;
iii. If the information is possible to determine at the time the notice is provided, then either (1) the date of the Incident, (2) the estimated date of the Incident, or (3) the date range within which the Incident occurred, and the date of the notice;
iv. Whether the notification was delayed as a result of a law enforcement investigation, if that information is possible to determine at the time the notice is provided; and
v. A general description of the Incident, if that information is possible to determine at the time the notice is provided.

    b. Provider agrees to adhere to all applicable federal and state requirements with respect to an Incident related to the Student Data, including, when appropriate or required, the required responsibilities and procedures for notification and mitigation of any such Incident.

    c. Provider further acknowledges and agrees to have a written incident response plan that reflects best practices and is consistent with industry standards and federal and state law for responding to a data breach, breach of security, privacy incident or unauthorized acquisition or use of Student Data or any portion thereof, including Personally Identifiable Information and agrees to provide LEA, upon request, with a summary of said written incident response plan. To the extent LEA determines that an Incident triggers notice requirements under Applicable Laws, LEA shall provide notice and facts surrounding the Incident to the affected students and parents.

    d. In the event of an Incident originating from LEA's use of the Service, LEA shall cooperate with Provider to the extent necessary to expeditiously secure Student Data and/or the Services.

    e. This provision shall not restrict Provider's ability to provide separate breach notification to its customers, including parents and other individuals with personal accounts.

ARTICLE VI: MISCELLANEOUS

1. **Term and Termination**. This DPA shall remain in effect for the term of the Service Agreement. This DPA will terminate

simultaneously and automatically with the termination or expiration of the Service Agreement. In the event that either party seeks to terminate this DPA, they may do so by terminating the Service Agreement as set forth therein. Either party may terminate this DPA and any Service Agreement in the event of a material breach of this DPA by the other party.

2. **Termination; Survival**.

    a. Individual user accounts created pursuant to the Services will remain open and available for use until deleted by the School using account management functions available for the Services, or by submitting a deletion request to Provider. For accounts that remain open, the Provider will retain basic account data (for example, username, password, age) needed to maintain the account, and the user's learning activity.

    b. At the LEA's request, the Provider shall destroy all of LEA's Student Data pursuant to Article IV, Section 6 (**Disposition of Data**). Prior to destruction, the Provider may transfer the account ownership to an account on the Services controlled by the student or their parent, if permitted by the functionality of the Services. Requirements relating to transfer of data will be satisfied by the ability to maintain a personal account or establish a personal login credential to allow the student to maintain their account.

3. **Priority of Agreements**. This DPA shall govern the treatment of Student Data in order to comply with the privacy protections, including those found in FERPA and all applicable privacy statutes identified in this DPA. Except for the changes made by this DPA, the Service Agreement remains unchanged and in full force. For clarity, the liability of each party under this DPA shall be subject to the exclusions and limitations of liability set out in the Service Agreement. With respect to the treatment of Student Data, in the event there is conflict between the terms of the DPA and the Service Agreement, Terms of Service, Privacy Policies, or with any other bid/RFP, or license agreement, the terms of this DPA shall apply and take precedence. In cases where the LEA is making the Services available for use by teachers and students through a third party service that includes an alternative data privacy agreement to which Provider is a party, such alternative agreement shall apply, rather than this DPA.

4. **Entire Agreement**. This DPA and the Service Agreement constitute the entire agreement of the parties relating to the subject matter hereof and supersedes all prior communications, representations, or agreements, oral or written, by the parties relating thereto. This DPA may be amended and the observance of any provision of this DPA may be waived (either generally or in any particular instance and either retroactively or prospectively) only with the signed written consent of both parties. Neither failure nor delay on the part of any party in exercising any right, power, or privilege hereunder shall operate as a waiver of such right, nor shall any single or partial exercise of any such right, power, or privilege preclude any further exercise thereof or the exercise of any other right, power, or privilege. For clarity, nothing in this Section 4 (**Entire Agreement**) prohibits Provider from amending the Service Agreement pursuant to the amendment provisions set forth therein, or from amending the documentation, including Exhibits A-C, to reflect changes to the Services in the Service Agreement.

5. **Severability**. Any provision of this DPA that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this DPA, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. Notwithstanding the foregoing, if such provision could be more narrowly drawn so as not to be prohibited or unenforceable in such jurisdiction while, at the same time, maintaining the intent of the parties, it shall, as to such jurisdiction, be so narrowly drawn without invalidating the remaining provisions of this DPA or affecting the validity or enforceability of such provision in any other jurisdiction.

6. **Governing Law; Venue and Jurisdiction**. The governing law and venue will be consistent with those identified in the Service Agreement.

7. **Successors Bound**: This DPA is and shall be binding upon the respective successors in interest to Provider in the event of a merger, acquisition, consolidation or other business reorganization or sale of all or substantially all of the assets of such business. In the event the Provider sells, divests, or transfers all or a portion of its business assets to a third party, the Provider may transfer Student Data to the new owner provided that: (i) the new corporate owner intends to maintain and provide the Services as a going concern and the new owner has agreed to data privacy standards no less stringent than those provided herein; or (ii) the Provider will give notice to LEA and an opportunity to opt out of the transfer of Student Data.

8. **Authority.** Each party represents that it is authorized to bind to the terms of this DPA, including confidentiality and destruction of Student Data and any portion thereof contained therein, all related or associated institutions, individuals, employees or contractors who may have access to the Student Data and/or any portion thereof.

9. **Waiver**. No delay or omission by either party to exercise any right hereunder shall be construed as a waiver of any such right and both parties reserve the right to exercise any such right from time to time, as often as may be deemed expedient.

EXHIBIT "A"
DESCRIPTION OF SERVICES

This DPA applies to the use of Khan Academy Districts service (the "**District Service**") through School Accounts created by or at the direction of the LEA and which is provided pursuant to the Khan Academy Districts Terms of Service and entered into through execution of an order form between the LEA and Khan Academy (collectively, the order form and Khan Academy Districts Terms of Service form the "**Service Agreement**"). School Accounts are defined in, and must be established in accordance with, the Terms of Service. The District Service is a premium, subscription-based service that is offered as a complement to Khan Academy's website located at http://khanacademy.org and related mobile applications and online services (the "**Website**"), through which it provides educational services, including, but not limited to, educational content, and other products and services that Khan Academy may provide now or in the future. The services may include certain artificial intelligence-enabled features, technologies and services, including Khanmigo, an AI-powered educational guide with interactive activities and chat functionality (collectively, "**AI-Enabled Features**"), as well as Learning Paths (personalized learning for learners in math informed by MAP Growth scores). The AI-Enabled Features use new artificial intelligence ("**AI**") technologies that are at an early stage of development.

Access to the Website and use of the standard features is provided free of charge, and is governed by and further described in Khan Academy's Terms of Service and Privacy Policy. Each student, teacher, and other LEA personnel enrolled in the District Service is registered with an individual user account on the Website. Website features:

- allow teachers and coaches to assign lessons to learners and monitor learning progress
- allow students to complete assignments or pursue independent learning
- permit users to share their account data with other authorized users, including a parent or legal guardian ("**parent**"), or others as permitted by the intended functionality of the Services
- permit users to post or respond to questions relating to learning activities on the Website
- offer additional educational programs (e.g., test prep, scholarship programs) through the Website
- in-app or emailed communications relating to the educational Services aka Program Communications
- provide links to additional educational resources

Khan Academy services include research and analysis to inform the use of, and to improve and develop, the Website and educational services. Khan Academy may publish or present the results of research studies and impact studies that include de-identified aggregate student data.

Students or teachers may have personal accounts in addition to School Accounts and may associate their School Accounts with their personal accounts. Additionally, they may choose to create personal login information to their School Account to provide access to the account for activity outside of school ("**Personal Login**"). Parents may elect to create a personal account on the Website associated with their child's account and monitor their child's learning activity. This DPA does not apply to personal accounts (or information users provide to Khan Academy through such personal accounts) or other use of a Personal Login. Khan Academy may provide direct assistance to students and their parents requesting access to information in the student's Khan Academy account. Personal account activity is governed by Provider's Website Terms of Service and Privacy Policy.

In addition to the District Services for School Accounts covered by this DPA, Khan Academy offers supplemental services to school districts and educational agencies to facilitate implementation by the district or agency. These supplemental services are provided under separate terms of service and data protection terms that address the specific features and use of data for those services. This DPA does not apply to Khan Academy Kids mobile application, Khan Academy Kids Classroom Service, or MAP Accelerator services.

EXHIBIT "B"
SCHEDULE OF DATA

Category of Data	Elements	Check if Used by Your System
Application Technology Metadata	IP Addresses of users, Use of cookies, etc.	X
	Other application technology metadata - Please specify:	
Application Use Statistics	Metadata on user interaction with application	X
Assessment	Standardized test scores	
	Observation data	
	Other assessment data - Please specify: Khan Academy may obtain access to standardized test scores in order to create a personalized learning plan.	O
Attendance	Student school (daily) attendance data	
	Student class attendance data	
Communications	Online communications captured (emails, blog entries)	X
Conduct	Conduct or behavioral data	
Demographics	Date of Birth	X
	Place of Birth	
	Gender	O
	Ethnicity or race	
	Language information (native, or primary language spoken by student)	
	Other demographic information - Please specify: Gender is an optional field and not required to provide the Service.	O
Enrollment	Student school enrollment	X
	Student grade level	X
	Homeroom	
	Guidance counselor	
	Specific curriculum programs	
	Year of graduation	
	Other enrollment information - Please specify:	
Parent/Guardian Contact Information	Address	
	Email	
	Phone	

Parent/Guardian ID	Parent ID number (created to link parents to students)	
Parent/Guardian Name	First and/or Last	
Schedule	Student scheduled courses	
	Teacher names	X
Special Indicator	English language learner information	
	Low income status	
	Medical alerts/ health data	
	Student disability information	
	Specialized education services (IEP or 504)	
	Living situations (homeless/foster care)	
	Other indicator information - Please specify:	
Student Contact Information	Address	
	Email - *School email only*	O
	Phone	
Student Identifiers	Local (School district) ID number	X
	State ID number	
	Provider/App assigned student ID number	X
	Student app username	X
	Student app passwords	
Student Name	First and/or Last	X
Student In App Performance	Program/application performance (typing program-student types 60 wpm, reading program-student reads below grade level)	
Student Program Membership	Academic or extracurricular activities a student may belong to or participate in	
Student Survey Responses	Student responses to surveys or questionnaires	O
Student work	Student generated content; writing, pictures, etc.	
	Other student work data - Please specify: Information about use of the Website and activities on the Website, including use and engagement with Khanmigo.	X
Transcript	Student course grades	
	Student course data	
	Student course grades/ performance scores	
	Other transcript data - Please specify:	
Transportation	Student bus assignment	

	Student pick up and/or drop off location	
	Student bus card ID number	
	Other transportation data – Please specify:	
Other	The data provided by the LEA varies depending on LEA's practices and use of the Website, including use of rostering or single sign on services. Certain data elements identified above are provided by the account holder (user) based on the individual user's interactions with the Website. Items marked with a "X" are either required for provision of the Service or are customarily provided in the course of providing the Service. The data provided by the LEA typically includes data to identify the user account (username and school email address), the user's date of birth and class assignment data (teacher and assignments on the Service). Items marked with an "O" are optional. The LEA may provide supplemental data (for example, demographic information, test scores) or other types of data for purposes of conducting efficacy analyses, pedagogical research or similar analyses. Collection of student email depends on the rostering method. If the LEA rosters through Clever or ClassLink, then the Clever ID (or ClassLink ID, as may be applicable) is sent for rostering. Individual users may provide additional data as part of their interaction with the Services. For example, user communications may include customer support requests or optional comments posted on the Website, if provided by a user. Users may complete optional surveys and survey questions may be used in connection with optional programs offered on the Website (Learnstorm). Khanmigo uses the ChatGPT technology provided by a subprocessor, OpenAI. This educational AI-powered learning tool offers both interactive activities and chat functionality resulting in user generated content prompted by user inputs. Learners are instructed not to include personal data in inputs. LEA acknowledges that for the provision of the Services, Provider does not need (and LEA shall not send to Provider) sensitive information including social security number, driver's license number, identification card number, tribal identification number, financial account information (PCI or otherwise), personal contact information, social media handles, or medical or health insurance information. The Services are not provided: (a) in connection with an audit or evaluation of federal or state supported education programs, or for the enforcement of or compliance with federal legal requirements that relate to those programs; or (b) for purposes of providing performance reviews of classroom teachers or principals, and Khan Academy does not authorize the use of its Services for this purpose.	O

EXHIBIT "C"
DEFINITIONS

De-Identified Data and De-Identification: Records and information are considered to be de-identified when all Personally Identifiable Information, including indirect identifiers, has been removed or obscured, such that the remaining information does not reasonably identify a specific individual, and includes aggregated usage data. Indirect identifiers mean any information that, either alone or in aggregate, would allow a reasonable person to be able to identify a student to a reasonable certainty.

Directory Information: Directory Information shall have the meaning set forth under FERPA cited as 20 U.S.C. § 1232 g(a)(5)(A).

Education Records: Education Records shall have the meaning set forth under FERPA cited as 20 U.S.C. § 1232 g(a)(4).

Learning Activity: Information relating to an identified student's use of the Services generated by the user through the use of the Services. Learning Activity that is De-Identified is not Student Data or Personally Identifiable Information.

Personally Identifiable Information (or PII): Personally Identifiable Information includes, without limitation, those items set forth in the definition of Personally Identifiable Information under FERPA and State regulations as identified in this DPA, if any.

Program Communications: In-app or emailed communications relating to Provider's educational services, including prompts, messages and content relating to use of the Services. Examples include, without limitation, onboarding and orientation communications; prompts for students to complete, or teachers to assign exercises or provide feedback as part of a learning exercise; periodic activity reports; suggestions for additional learning activities on the Services; service updates (e.g., new features or content); and information about special or additional programs that may be offered through the Service or complement programs offered through the Services.

Student Generated Content: Materials or content created by a student in the Services including, but not limited to, essays, research reports, portfolios, creative writing, music or other audio files, photographs, videos (if supported by the Services), the student's learning activity generated through use of the Services, and account information that enables ongoing ownership of such content.

School Official: For the purposes of this DPA and pursuant to 34 CFR § 99.31(b), a School Official is a contractor that: (1) performs an institutional service or function for which the agency or institution would otherwise use employees; (2) is under the direct control of the agency or institution with respect to the use and maintenance of Student Data including Education Records; and (3) is subject to 34 CFR § 99.33(a) governing the use and re-disclosure of Personally Identifiable Information from Education Records.

Sell: For the purposes of this DPA, Sell shall have the meaning assigned by applicable U.S. federal or state law and shall be interpreted consistent with the Future of Privacy Forum's Student Privacy Pledge. Sell does not include sharing, transferring or disclosing Student Data with a Subprocessor that is necessary to perform a business purpose (such as detecting security incidents, debugging and repairing, analytics, storage or other processing activities) provided that the Subprocessor does not Sell the Student Data, or any sharing, transfer or disclosure of Student Data made by the user through the functionality of the Services. Sell also does not include or apply to a purchase, merger or other type of acquisition of a company by another entity, provided that the company or successor entity continues to treat the Personally Identifiable Information contained in Student Data in a manner consistent with this DPA with respect to the previously acquired Personally Identifiable Information contained in Student Data.

Service Agreement: Refers to the Provider's Terms of Service and Privacy Policy and, to the extent applicable, any additional services agreement(s) executed between Provider and the LEA, including an executed order form or purchase order.

Student Data: Student Data refers to any Personally Identifiable Information, whether gathered by Provider or provided by LEA or its users pursuant to the Services that is descriptive of the student including, but not limited to, information in the student's Education Record or email, first and last name, birthdate, home or other physical address, telephone number, email address, or other information allowing physical or online contact, discipline records, videos, test results, special education data, juvenile dependency records, grades, evaluations, criminal records, medical records, health records, social security numbers, biometric information, disabilities, socioeconomic information, individual purchasing behavior or preferences, food purchases, political affiliations, religious information, text messages, documents, student identifiers, search activity, photos, voice recordings, geolocation information, or any other information that would permit identification of a specific student. Student Data includes the Learning Activity of an identified student. Student Data further includes Personally Identifiable Information, as defined in 34 C.F.R. § 99.3 and as defined under any applicable state law. Student Data specified in **Exhibit "B"** is confirmed to be collected or processed by the Provider pursuant to the Services. Student Data shall not include De-Identified Data or information that has been anonymised or aggregated, or anonymous usage data regarding usage of Provider's Services.

Subprocessor: For the purposes of this DPA, the term "Subprocessor" (sometimes referred to as a "Subcontractor") means a party other than LEA or Provider, who Provider uses for data collection, analytics, storage, or other services to operate and/or improve its service, and who has access to Student Data.

Targeted Advertising: Presenting an advertisement to a student where the selection of the advertisement is based on Student Data or inferred over time from the usage of the operator's internet website, online service or mobile application by such student or the retention of such student's online activities or requests over time for the purpose of targeting subsequent advertisements. Targeted Advertising does not include any advertising to a student on an internet website or mobile application based on the content displayed or in response to a student's response or request for information or feedback, if the student's online activities or requests are not retained over time for the purpose of targeting subsequent advertisements to that student.

Website: The Khan Academy website and related mobile applications and online services.

EXHIBIT "D"
DIRECTIVE FOR DISPOSITION OF DATA

[**Insert Name of District or LEA**] Provider to dispose of data obtained by Provider pursuant to the terms of the Service Agreement between LEA and Provider. The terms of the Disposition are set forth below:

1. Extent of Disposition

_____ Disposition is partial. The categories of data to be disposed of are set forth below or are found in an attachment to this Directive:
[**Insert categories of data here**]

_____ Disposition is Complete. Disposition extends to all categories of data.

Provider's ability to partially dispose of data may be limited by processing system limitations; in that case, the parties will agree on the scope of disposition, or LEA may opt to specify complete disposition.

2. Nature of Disposition

_____ Disposition shall be by destruction or deletion of data.
_____ Disposition shall be by a transfer of data to individual user accounts as specified in the Service Agreement, if transfer is supported by the existing functionality of the Service.

3. Schedule of Disposition

Data shall be disposed of by the following date:

_____ As soon as commercially practicable.
_____ By [**Insert Date**]

4. Signature

_____ _____
Authorized Representative of LEA Date

5. Verification of Disposition of Data

_____ _____
Authorized Representative of Company Date

EXHIBIT "E"
THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA ("SBBC") PRIVACY AND SECURITY CLAUSES

1. **SBBC Disclosure of Education Records.**
(a) SBBC staff will provide Khan Academy, Inc. ("Khan Academy" or "Provider") KHAN ACADEMY with the **Personally Identifiable** education records in this section for the following purposes:

1) For students to access Khan Academy's AI related tutoring services ("Khanmigo") through its online platform. Note: Khanmigo is a closed system and students are not interfacing with a human tutor in this platform.
2) For students to use practice exercises, instructional videos, and a personalized learning dashboard.
3) For students to focus on skill mastery and to build the strong foundations they need to succeed in higher education and in their careers.

(b) SBBC staff will provide KHAN ACADEMY with the following education records, via the District's integration system.

1) See list of education records in **Exhibit B**, Schedule of Data.

(c) In addition to the education records being disclosed by SBBC staff in this section, students will input the following information into KHAN ACADEMY's online platform: student generated content, including work and activities. KHAN ACADEMY 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 KHAN ACADEMY's online platform, or when KHAN ACADEMY engages in passive tracking of children's personal information, SBBC shall obtain written verifiable consent from each student's parent/guardian as required by COPPA.

(d) FERPA Exception to Consent. KHAN ACADEMY is considered a "school official" with a legitimate educational interest to receive the aforementioned types of information from SBBC student education records for the purposes listed above. Pursuant to the Family Educational Rights and Privacy Act (FERPA), 34 CFR 99.31(a)(1), these records may be provided without prior parental consent. Prior written consent of the parent or student age 18 or over is needed for any types or purposes of disclosures of education records beyond those listed in this section.

(e) The requirements of this section shall supersede any uses and disclosures of education records or the like as listed in Khan Academy's privacy policies if any.

2. **KHAN ACADEMY Safeguarding the Confidentiality of Education Records.**
(a) Privacy. Notwithstanding any provision to the contrary within this Agreement, KHAN ACADEMY shall:

1) 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 applicable 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 authorized 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 within no more than three business days 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, KHAN ACADEMY 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 within no more than three business days 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 applicable federal and Florida law, including, but not limited to, those required by Section 501.171, Florida Statutes;

4) RESERVED

5) be responsible for any fines or penalties for failure to meet breach notice requirements pursuant to federal and/or Florida law to the extent due to Khan Academy's actions or inactions.
SBBC shall notify Khan Academy promptly of any known unauthorized use of (or access to) the Services. will assist Khan Academy in any efforts by Khan Academy to investigate and respond to any unauthorized access.

(c) The obligations under this section shall survive the termination of all performance required or conclusion of all obligations existing under this Agreement.

3. **SBBC Disclosure of Employee Records.**

(a) SBBC staff will provide KHAN ACADEMY with the employee records in this section for the following purposes:

1) To establish teacher accounts
2) To enable teachers to assign work to students

(b) SBBC will provide KHAN ACADEMY with the following employee records, via secure e-mail.

1) Employee first and last name.
2) Name of school
3) Employee e-mail address

(c) The requirements of this section shall supersede any uses and disclosures of employee records as listed in KHAN ACADEMY'S privacy policies, if any.

4. **KHAN ACADEMY Safeguarding the Confidentiality of Employee Records.**

(a) Privacy. Notwithstanding any provision to the contrary within this Agreement, KHAN ACADEMY shall:

1) comply with the requirements of applicable 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 within no more than three business days 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, KHAN ACADEMY 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 within no more than three business days law 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 applicable federal and Florida law, including, but not limited to, those required by Section 501.171, Florida Statutes;

3) be responsible for any fines or penalties for failure to meet notice requirements pursuant to federal and/or Florida law to the extent due to Khan Academy's actions or inactions.

(c) The obligations under this section shall survive the termination of all performance required or conclusion of all obligations existing under this Agreement.

5. **Khan Academy Re-Disclosure of SBBC Education Records and Employee Records.**

KHAN ACADEMY will re-disclose the education records and employee records listed in this agreement to the following recipients as of July 15, 2026, for the purposes listed below:

Subprocessor	**Purpose**
Anthropic	AI Enabled Features
Atlassian	Internal Communications
Google	- Cloud Service and Workspace - AI-Enabled Features
LMNT	Text to Speech
Microsoft Azure OpenAI Services	AI-Enabled Features
OpenAI	AI-Enabled Features
OpenRouter	AI-Enabled Features
Crescendo	Customer Support
Sailthru	Email Delivery
Sendgrid	Email Delivery
Slack	Internal Communications
Stripe	Payment Processor
Zendesk	Customer Support

6. **KHAN ACADEMY Safeguarding the Confidentiality of Education Records and Employee Records.**
For any and all education records and employee records that KHAN ACADEMY rediscloses to any and all entities with which it contracts or utilizes ("third parties") pursuant to the terms of this Agreement, KHAN ACADEMY shall ensure that those third parties comply with the terms of this Agreement, including but not limited to the safeguarding requirements of this Agreement.

Attachment 5
Affidavit Attesting to Noncoercive Conduct for Labor or Services

As a nongovernmental entity executing, renewing, or extending a contract with The School Board of Broward County, Florida ("SBBC"), the nongovernmental entity ("Entity") is required to provide an affidavit under penalty of perjury attesting that Entity does not use coercion for labor or services in accordance with Section 787.06, Florida Statutes. As defined in Section 787.06(2)(a), Florida Statutes, coercion means: 1. Using or threatening to use physical force against any person; 2. Restraining, isolating, or confining or threatening to restrain, isolate, or confine any person without lawful authority and against her or his will; 3. Using lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or service are not respectively limited and defined; 4. Destroying, concealing, removing, confiscating, withholding, or possessing any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person; 5. Causing or threatening to cause financial harm to any person; 6. Enticing or luring any person by fraud or deceit; or 7. Providing a controlled substance as outlined in Schedule I or Schedule II of Section 893.03, Florida Statutes, to any person for the purpose of exploitation of that person.

Under penalties of perjury and as a person authorized to sign on behalf of the Entity, I declare that I have read the foregoing statement; that the facts stated in it are true; and that the Entity does not use coercion for labor or services in accordance with Section 787.06, Florida Statutes.

Name of Entity: Khan Academy, Inc.

Entity's Address: PO Box 1630 Mountain View, CA 94042

Entity's Email Address: districts@khanacademy.org

Entity's Phone Number: 559-779-6887

Entity's FEIN: 26-1544963

Signature of Entity's Officer or Representative: Jason Hovey

Printed Name of Entity's Officer or Representative: Jaosn Hovey

Title of Entity's Officer or Representative: Director, Partnerships

Date: 9-15-26

ATTACHMENT 6
FOREIGN COUNTRY OF CONCERN ATTESTATION
(REVISED FORM PUR 1355)

This form must be completed by an officer or representative of a nongovernmental entity ("Entity") submitting a bid, proposal, or reply to, or entering into, renewing, or extending, a contract with a The School Board of Broward County, Florida ("SBBC") which would grant the entity access to an individual's Personal Identifying Information. Capitalized terms used herein have the definitions ascribed in Rule 60A-1.020, F.A.C. The Entity is not owned by the government of a Foreign Country of Concern, is not organized under the laws of nor has its Principal Place of Business in a Foreign Country of Concern, and the government of a Foreign Country of Concern does not have a Controlling Interest in the Entity.

Under penalties of perjury and as a person authorized to sign on behalf of the Entity, I declare that I have read the foregoing statement; and that the facts stated in it are true.

Name of Entity: Khan Academy, Inc.

Entity's Address: PO Box 1630 Mountain View, CA 94042

Entity's Email Address: districts@khanacademy.org

Entity's Phone Number: 559-779-6887

Entity's FEIN: 26-1544963

Signature of Entity's Officer or Representative: Jason Hovey

Printed Name of Entity's Officer or Representative: Jason Hovey

Title of Entity's Officer or Representative: Director, Partnerships

Date: 9-15-26

260914khanacademycleancopy

Status: ORIGINAL

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

2026-10-13	Regular School Board Meeting
CATEGORY:	A. Academics
DEPARTMENT:	Academics

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

TITLE:

AGR27-067 – Tutored by Teachers, Inc – Florida Tutoring Advantage

REQUESTED ACTION:

Approve the Agreement between The School Board of Broward County, Florida (SBBC), and Tutored by Teachers, with a term that commences on October 13, 2026 and concludes on June 30, 2027. 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
- Agreement

FINANCIAL IMPACT:

There is no cost to the District. This is a positive financial impact of $788,400 worth of tutoring will be provided to our students paid for by the Florida Tutoring Advantage program

STRATEGIC PLAN ALIGNMENT:

Student Focus Outcomes

Goal 1: Early Literacy Proficiency **OR** **Business Operations**

BOARD ACTION:

(For Official School Board Records Only)

SOURCE OF ADDITIONAL INFORMATION

Name:	Dr. Fabian Cone	Phone:	754-321-2618
Name:	Dr. Angela 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: October 13, 2026

By: _____

School Board Chair

For more information, please contact:
Name: Dr. Angela R. Fulton
Title: Deputy Superintendent
Phone: 754-321-2100

EXECUTIVE SUMMARY

AGR27-067 – Tutored by Teachers, Inc – Florida Tutoring Advantage

Board Meeting Date: October 13, 2026

Requested Action: Approve the Agreement between The School Board of Broward County, Florida (SBBC), and Tutored by Teachers, with a term that commences on October 13, 2026, and concludes on June 30, 2027.

General Information

The following information outlines the governing authority, districtwide implications, historical background, strategic alignment with the 2027 goals and guardrails, and the anticipated measurable outcomes and return on investment related to this agenda item.

District-zone Impact/Board Member: District-wide	
School Board Policy Requirement	• Not Applicable
Statutory Requirement	• Not Applicable
If the School Board votes "Yes"	• Eligible students will have access to high-dosage virtual tutoring through Tutored by Teachers, delivered live to small groups by credentialed teachers and aligned to Math and English Language Arts (ELA) standards.
If the School Board votes "No"	• Students will not receive access to the Tutored by Teachers high-dosage virtual tutoring services through this agreement, limiting the District's ability to provide targeted supplemental academic support through the Florida Tutoring Advantage initiative.
Alignment to the 2027 Strategic Goals and Guardrails	• Goal 1 - Early Literacy Proficiency; Goal 2 - Algebra Proficiency
Measurable Outcome(s)/Return on Investment	• Student outcomes will be measured using state-administered assessments and available progress-monitoring data to determine growth from baseline to end-of-program performance. Tutored by Teachers will support research conducted by the University of Florida's Lastinger Center to evaluate the effectiveness of the initiative. Its high-dosage tutoring model uses standards-aligned pre-assessments, responsive instruction, and post-assessments to measure student mastery and academic growth.

Background/History

Florida Tutoring Advantage is a program established by the Florida Legislature in 2024 and administered by the University of Florida Lastinger Center for Learning. Through district-based tutoring programs, online virtual tutoring, and automated tutoring software, the program is designed to improve student outcomes in literacy and mathematics. Under this agreement, beginning October 13, 2026, and ending June 30, 2027, eligible students will receive high-dosage virtual tutoring through Tutored by Teachers, a public benefit company that serves high-need students through personalized virtual small-group intervention and instruction delivered by experienced, credentialed teachers. Tutored by Teachers' high-dosage tutoring model is designed to provide K-12 students with targeted, skills-based tutoring aligned to Math

and ELA standards; the model includes pre-assessment, responsive instruction, a whole-child approach, and post-assessment measures of mastery and growth.

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 13, 2026 - June 30, 2027
Multi-Year Agreement:	No
Procurement Method:	N/A

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

Budget Impact Summary Statement:

1. Florida Tutoring Advantage Program Funding is provided by the Florida Legislature to the University of Florida Lastinger Center for Learning to administer the program. There is no cost to the District for participation in this program and approval of this agreement.
2. If the District were to procure these services outside of the Florida Tutoring Advantage Program, the cost would be approximately $788,400.

New / Current Requested Agreement Authority

Agreement Authority Terms	Length of Agreement Terms	Total Agreement Amount
10/13/2026-6/30/2027	8.5 months	$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.

<table>
<tr><td>Impact on Schools</td><td>Yes</td></tr>
<tr><td>School Selection /Prioritization</td><td>Students at elementary schools, listed below, will be prioritized and selected to receive Tutored by Teachers services based on 2026 FAST PM3 Math and ELA proficiency and learning gains data.

Elementary Schools Selected:
<table>
<tr><td>Broadview</td><td>Gulfstream</td><td>Markham</td><td>North Lauderdale</td></tr>
<tr><td>Collins</td><td>Hollywood Central</td><td>Meadowbrook</td><td>Riverland</td></tr>
<tr><td>Cypress</td><td>Larkdale</td><td>Norcrest</td><td>Thurgood Marshall</td></tr>
</table></td></tr>
<tr><td>Community/ Stakeholder Engagement</td><td>N/A</td></tr>
<tr><td>End-User Input</td><td>N/A</td></tr>
<tr><td>Technology/Capital Expected Lifecycle/Replacement Cycle</td><td>N/A</td></tr>
</table>

Additional Backup:
This agreement supports the Florida Tutoring Advantage initiative through the University of Florida's Lastinger Center. Tutored by Teachers will provide high-dosage, live virtual tutoring in small groups led by consistent, U.S.-credentialed teachers, with instruction aligned to students' academic needs and applicable standards.

Exhibit A: Agreement

AGREEMENT

THIS AGREEMENT ("Agreement") is made and entered into by and between:

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
(hereinafter referred to as "SBBC"),
a body corporate and political subdivision of the State of Florida,
whose principal place of business is
600 Southeast Third Avenue, Fort Lauderdale, Florida 33301

and

TUTORED BY TEACHERS, INC.
(hereinafter referred to as "VENDOR"),
a Delaware for profit corporation authorized to do business in Florida
whose principal place of business is
2093 Philadelphia Pike #7265, Claymont, DE 19703

RECITALS

A. **WHEREAS**, VENDOR is an education technology company offering individualized instruction and small group tutoring, academic support and enrichment, and related offerings to K-12 students through its live, virtual platform; and

B. **WHEREAS**, the Florida Tutoring Advantage Program ("Program") administered by the University of Florida ("UF" or "University") Lastinger Center for Learning ("Lastinger") leverages evidence-based, high-impact tutoring through 1-on-1 learning, small group instruction, and advanced learning technologies to improve outcomes for Florida students in reading and mathematics; and

C. **WHEREAS**, under the Program, Lastinger provides resources and funding for school districts to deliver professional learning opportunities for staff, and virtual tutoring to eligible students at no cost to the district; and

D. **WHEREAS**, VENDOR was selected by UF to provide certain services under the Program (**Attachment C**) including those described in this Agreement; and

E. **WHEREAS**, SBBC desires and VENDOR wishes to provide these services to substantially benefit the academic progress of SBBC students.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

ARTICLE 1 - RECITALS

1.1 **Recitals**. The parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.

ARTICLE 2 - SPECIAL CONDITIONS

2.1 **Term of Agreement**. The term of this Agreement commences upon the date of the last signature below ("Effective Date") and concludes on June 30, 2027, unless terminated earlier pursuant to the Termination section of this Agreement or if the Program ceases, whichever occurs first.

2.2 **Description of Services.** VENDOR, through its online platform, shall provide tutoring and academic support services to selected students enrolled in selected district schools, in accordance with Program requirements which include but are not limited to individualized or small-group instruction delivered through VENDOR's online platform in subject areas aligned to SBBC's instructional priorities. Such offerings shall be provided through and funded by or through the UF Lastinger Program and delivered in coordination with SBBC pursuant to its applicable policies and procedures.

2.3 **Cost and Payment**. All services provided by VENDOR under this Agreement are at no cost to SBBC.

2.4 **SBBC Disclosure of Education Records**.

2.4.1 SBBC staff will provide VENDOR with the education records listed in this section for the following purpose:

2.4.1.1 To set up individual, personalized online tutoring sessions for students (during school hours), to be able to set up personal pathways based on student's math/English Language Arts (ELA) diagnostics and to be able to adjust tutoring.

2.4.2 SBBC staff will provide VENDOR with the following education records, via secure file transfer and/or connected API to VENDOR's online tutoring platform:

2.4.2.1 student's first and last name
2.4.2.2 student identification number
2.4.2.3 student's school location (school name)
2.4.2.4 student's birthdate
2.4.2.5 student's grade level
2.4.2.6 current school year's state exams, including PM1 and PM2 test scores

2.4.2.7 student's course schedule (if applicable)
2.4.2.8 tutoring dosage prescribed (determined by school)
2.4.2.9 subject areas (determined by school)

2.4.3 In addition to the education records being disclosed by SBBC staff in this section, students will input the following information into VENDOR's online platform: assessments, student's rating evaluation of tutor, worksheets, English and Math tutoring work. 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.

2.4.4 SBBC will obtain written consent from each student's parent/guardian or each student age eighteen (18) or older prior to disclosing the education records listed in this section. The consent form must indicate the types of education records to be disclosed by SBBC and the purposes of disclosure, as well as any redisclosures of education records that VENDOR makes to third-party recipients.

2.4.5 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.

2.5 **VENDOR Safeguarding the Confidentiality of Education Records**.

2.5.1 Privacy. Notwithstanding any provision to the contrary within this Agreement, VENDOR shall:

2.5.1.1 Fully comply with the requirements of Sections 1002.22, 1002.221, and 1002.222, Florida Statutes; the Family Educational Rights and Privacy Act, 20 U.S.C § 1232g (FERPA) and its implementing regulations (34 C.F.R. Part 99), and any other state or federal law or regulation regarding the confidentiality of student information and records; and

2.5.1.2 Hold any education records in strict confidence and not use or re-disclose same except as required by this Agreement or as required or permitted by law unless the parent of each student or a student age eighteen (18) or older whose education records are to be shared provides prior written consent for their release; and

2.5.1.3 Utilize the education records solely for the purposes of providing products and services as contemplated under this Agreement; and shall

not share, publish, sell, distribute, target advertise, or display education records to any third party, in compliance with Section 1006.1494, Florida Statutes; and shall otherwise be in full compliance with Section 1006.1494, Florida Statutes; and

2.5.1.4 Notify the SBBC Privacy Officer immediately upon discovery of a hard copy breach of confidentiality of education records by telephone at 754-321-1900, and email at privacy@browardschools.com; and take all necessary notification steps as may be required by federal and Florida law.

2.5.2 IT Security. Notwithstanding any provision to the contrary within this Agreement, VENDOR shall:

2.5.2.1 Ensure that, at all times, all of its employees who have access to any education records during the term of their employment shall abide strictly by its obligations under this Agreement, and that access to education records is limited only to its employees and subcontractors that require the information to carry out the responsibilities under this Agreement and shall provide said list of employees and/or subcontractors to SBBC upon request; and

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; and

2.5.2.3 Notify the SBBC Information Security and Assurance Director immediately upon discovery of an electronic breach of confidentiality of education records by telephone at 754-321-0300, and email at privacy@browardschools.com; and take all necessary notification steps as may be required by federal and Florida law, including, but not limited to, those required by Section 501.171, Florida Statutes; and

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; and

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; and

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; and

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; and

2.5.2.8 Within ninety (90) calendar days after expiration or termination of the applicable agreement(s), VENDOR will purge and delete all education records from SBBC containing personal information from VENDOR's systems except to the extent it is necessary to provide any continuing services or in the event VENDOR is required to retain such records under applicable law. SBBC shall be responsible for maintaining any education records that it is required to maintain after termination or expiration of the agreement(s); 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. Subject to 2.3.2.8, all education records remain the property of SBBC, and any party contracting with SBBC serves solely as custodian of such information pursuant to this Agreement and claims no ownership or property rights thereto.

2.5.3 Liability. VENDOR shall, for itself, its officers, employees, agents, representatives, contractors, or subcontractors, fully indemnify and hold harmless SBBC and its officers and employees for any violation of this section, including, without limitation, defending SBBC and its officers and employees against any complaint, administrative or judicial proceeding, payment of any penalty imposed upon SBBC, or payment of any and all costs, damages, judgments, or losses incurred by or imposed upon SBBC arising out of a breach of this covenant by the party, or an officer, employee, agent, representative, contractor, or sub-contractor of the party to the extent that the party or an officer, employee, agent, representative, contractor, or sub-contractor of the party shall either intentionally or negligently violate the provisions of this section or of Sections 1002.22 and/or 1002.221, Florida Statutes.

2.5.4 The obligations under this section shall survive the termination of all performance required or conclusion of all obligations existing under this Agreement.

2.6 **VENDOR Re-Disclosure of SBBC Education Records**.

2.6.1 VENDOR will re-disclose the education records listed in this agreement to the University of Florida – Lastinger Center as required by the Program for the purpose of evaluating the Florida Tutoring Advantage Program pursuant to F.S. 1004.561.

2.6.2 See **Attachment C,** letter from UF Lastinger indicating that Tutored By Teachers will re-disclose education records to UF Lastinger.

2.7 **Third Party Safeguarding the Confidentiality of Education Records.**

For any and all education 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, as applicable, 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.

2.8 **No Disclosure of SBBC Employee Records.**

SBBC shall not disclose any employee records to VENDOR pursuant to this Agreement. However, should VENDOR come into contact with SBBC employee records during the course of contracted responsibilities, these records shall only be disclosed pursuant to federal and state laws.

2.9 **VENDOR Safeguarding the Confidentiality of Employee Records.**

2.9.1 Privacy. Notwithstanding any provision to the contrary within this Agreement, VENDOR shall:

2.9.1.1 fully comply with the requirements of state or federal law or regulation regarding the confidentiality of SBBC employee records;

2.9.1.2 hold the SBBC employee records in strict confidence and not use or disclose same except as required by this Agreement or as required or permitted by law;

2.9.1.3 only share SBBC employee records with those who have a need to access the information in order to perform their assigned duties in the performance of this Agreement; and

2.9.1.4 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.

2.9.2 IT Security. Notwithstanding any provision to the contrary within this Agreement, VENDOR shall:

2.9.2.1 protect SBBC employee records through administrative, physical and technological safeguards to ensure adequate controls are in place to protect the employee's records and information;

2.9.2.2 notify the SBBC Information Security and Assurance Director immediately upon discovery of an electronic breach of confidentiality of SBBC 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;

2.9.2.3 prepare and distribute, at its own cost, any and all required notifications, under federal and Florida Law, or reimburse SBBC any direct costs incurred by SBBC for doing so; and

2.9.2.4 be responsible for any fines or penalties for failure to meet notice requirements pursuant to federal and/or Florida law.

2.9.3 The obligations under this section shall survive the termination of all performance required or conclusion of all obligations existing under this Agreement.

2.10 **Assessment of Data Protection Controls**.

2.10.1 VENDOR shall provide an attestation stating VENDOR has undergone an assessment of its platform 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 upon request by SBBC .

2.10.2 At a minimum, the audit shall show what controls are utilized for all of the following actions:

2.10.2.1 Protecting SBBC against unauthorized access, unauthorized disclosure, and damage.

2.10.2.2 Reducing the risk of compromise of the availability, integrity, confidentiality, and privacy of the provided SBBC data.

2.10.2.3 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.

2.10.2.4 Monitoring compliance with established security controls.

2.10.3 VENDOR shall, at minimum, annually complete an assessment of its cybersecurity controls showing compliance with acceptable cybersecurity standards. VENDOR shall provide SBBC an attestation of continued compliance by VENDOR within ten (10) business days of written request by SBBC.

2.11 Studies Conducted by Receiving Party (UF Lastinger)

2.11.1 The purpose and scope of the studies to be conducted by the Receiving Party (UF Lastinger) are to evaluate the effectiveness of Lastinger Center's programs in improving student reading and mathematics achievement.

2.11.2 The duration of study activities commenced on the date of original Agreement execution and must concluded at the end of business on 06/30/2028 and must be conducted during the term of this Agreement. If an Institutional Review Board (IRB) renewal is necessary; it must be submitted yearly during the duration of this Agreement before expiration.

2.11.3 For information to be disclosed see Section 2.4 SBBC Disclosure of Education Records.

2.11.4 The Receiving Party (UF Lastinger) shall:

2.11.4.1 use Personally Identifiable Information (PII) from education records only to meet the purpose(s) of the study, and limit access to PII to those with legitimate interests.

2.11.4.2 conduct the study in a manner that doesn't permit the identification of parents or students by anyone other than representatives of the organization with legitimate interests.

2.11.4.3 destroy all PII when the information is no longer needed for the purposes for which the study was conducted and within a time period pursuant to Federal regulations.

2.12 **Inspection of VENDOR's Records by SBBC**. VENDOR shall establish and maintain books, records, and documents (including electronic storage media) related to this Agreement. All of VENDOR's Records, regardless of the form in which they are kept, shall be open to

inspection and subject to audit, inspection, examination, evaluation and reproduction, during normal working hours, by SBBC agent or its authorized representative. For the purpose of such audits, inspections, examinations, evaluations, and reproductions, SBBC's agent or authorized representative shall have access to VENDOR's Records from the Effective Date of this Agreement, for the duration of the term of the Agreement, and until the later of five (5) years after the termination of this Agreement or five (5) years after the date of final payment by SBBC to VENDOR pursuant to this Agreement. SBBC's agent or its authorized representative shall provide VENDOR with reasonable advance notice (not to exceed two (2) weeks) of any intended audit, inspection, examination, evaluation, and reproduction. SBBC's agent or its authorized representative shall have access to the VENDOR's facilities and to any and all records related to the Agreement and shall be provided adequate and appropriate workspace in order to exercise the rights permitted under this section. VENDOR shall comply and cooperate immediately with any inspections, reviews, investigations, or audits deemed necessary by the Florida Office of the Inspector General or by any other state or federal officials.

2.13 **Notice**. When any of the parties desire to give notice to the other, such notice must be in writing, sent by U.S. Mail, postage prepaid, addressed to the party for whom it is intended at the place last specified; the place for giving notice shall remain such until it is changed by written notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving notice:

To SBBC:	Superintendent of Schools The School Board of Broward County, Florida 600 Southeast Third Avenue Fort Lauderdale, Florida 33301
With a Copy to:	Chief Academic Officer The School Board of Broward County, Florida 600 Southeast Third Avenue Fort Lauderdale, Florida 33301
To VENDOR:	Tutored by Teachers, Inc.

2.14 **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.

2.15 **Background Screening.** VENDOR shall comply with all requirements of Sections 1012.32, 1012.465, 1012.467, and 1012.468, Florida Statutes, and all of its personnel who (a) are to be permitted access to school grounds when students are present, (b) will have direct contact with students, or (c) have access or control of school funds, will successfully complete the background screening required by the referenced statutes and meet the standards established by the statutes. Personnel who are subject to background screening include all of VENDOR's non-exempt employees, representatives, agents, and sub-contractors performing duties under this Agreement who meet any of the three (3) descriptions listed above. This background screening will be conducted by SBBC or its designee in advance of VENDOR or its representatives providing any services under this Agreement. VENDOR shall bear the cost of acquiring the background screening required by Section 1012.32, Florida Statutes, and any fee imposed by the Florida Department of Law Enforcement (FDLE) to maintain the fingerprints provided with respect to VENDOR and its personnel. The parties agree that the failure of VENDOR to perform any of the duties described in this section shall constitute a material breach of this Agreement entitling SBBC to terminate this Agreement immediately for cause and with no opportunity required to permit VENDOR to cure such default and no further responsibilities or duties for SBBC to perform under this Agreement. VENDOR agrees to indemnify and hold harmless SBBC, its officers and employees from any liability in the form of physical or mental injury, death or property damage resulting from VENDOR's failure to comply with the requirements of this section or with Sections 1012.32, 1012.465, 1012.467, and 1012.468, Florida Statutes. SBBC issued identification badges

must be worn at all times when on SBBC property or when performing services for SBBC and must be worn where they are visible and easily readable.

2.16 **Public Records**. 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

2.17 **Proprietary Information**.

2.17.1 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.

2.17.2 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.

2.18 Liability. Each party agrees to be fully responsible for its acts of negligence, or its employees' acts of negligence when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence. This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

2.19 **Insurance Requirements.** VENDOR shall comply with the following insurance requirements throughout the term of this Agreement:

2.19.1 VENDOR shall, in accordance with Florida Statute 768.28, provide evidence of self-insurance for liability and workers' compensation coverage.

2.20 **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 Customer, the nongovernmental entity must provide Customer 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 **A** an affidavit signed by an officer or representative of the nongovernmental entity under penalty of

perjury stating that the nongovernmental entity does not use coercion for labor or services as defined in that statute. The submission of a false affidavit may subject the nongovernmental entity to civil penalties, attorney's fees, and/or costs. Any agreement with SBBC shall be terminated by Customer without recourse if the nongovernmental entity is found to have submitted a false affidavit. Any delays in delivery or service under this Agreement arising out of, as a result of, or in connection with the nongovernmental entity's use of coercion for labor or services as defined by Section 787.06(13), Florida Statutes, is not a Force Majeure event under this Agreement.

2.21 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 B** and must be executed by the nongovernmental entity and be submitted with the nongovernmental entity's executed agreement or an amendment renewing or extending an agreement. A proposed agreement or amendment submitted by the nongovernmental entity without a fully executed "Foreign Country of Concern Attestation Form" will be rejected pursuant to Section 287.138(4)(a), Florida Statutes, and will not be considered for award.

2.21 **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.

2.22 Incorporation by Reference. **Attachments A, B and C** 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.

FOR SBBC:

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

By: _____
Sarah Leonardi, Chair

ATTEST:

Date: _____

_____
Dr. Howard Hepburn
Superintendent of Schools

Approved as to Form and Legal Content:

_____
Office of the General Counsel

[THIS SPACE IS INTENTIONALLY LEFT BLANK; SIGNATURE PAGE FOLLOWS]

FOR VENDOR:

(Corporate Seal)

ATTEST:

TUTORED BY TEACHERS, INC.

By: _____

Corporate Secretary Signature

Print Name: Kaitlyn Bryant

-or-

Title: Proposal & Grant Analyst

Elizabeth Quintana

Witness Signature

Date: 9/15/26

Print Name: Elizabeth Quintana

Witness Signature

Print Name: Ian, R. Ali

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 Clay

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 09/15/2026 (*date*) by Kaitlyn Bryant (*name of officer or agent, title of officer or agent*) of Tutored by Teachers, Inc. (*name of corporation acknowledging*), a Florida (*state or place of incorporation*) corporation, on behalf of the corporation. He/she is ☐ personally known to me or has produced Drivers License (*type of identification*) as identification and who did first take an oath this 15 day of September, 2026.

My Commission Expires:

Signature – Notary Public

(SEAL)

IAN R. ALI
Notary Public
State of Florida
Comm# HH370881
Expires 3/8/2027

Ian, R. Ali

Printed Name of Notary

HH370881

Notary's Commission No.

Attachment A - State of Florida Affidavit
Regarding the Use of Coercion for Labor and Services

Respondent Vendor Name:

Vendor FEIN:

Vendor Authorized Representative Name and Title:

Address:

City: State: Zip Code:

Phone Number: Email Address:

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: Date:

Attachment B - 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: 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: Title: Signature: Date:

260914tutoringforteachersrpvrl

Attachment C

This attachment is to confirm that Tutored By Teachers, Inc. is tutoring The School Board of Broward County, Florida (SBBC) students under The Florida Tutoring Advantage initiative.

The Florida Tutoring Advantage is administered by the University to provide evidence-based instructional interventions designed to improve student academic outcomes.

SBBC has entered into a separate data sharing agreement with the University of Florida whereby UF's Lastinger Center will conduct studies to evaluate and improve program effectiveness of the Florida Tutoring Advantage initiative.

Tutored By Teachers Inc. will redisclose SBBC education records to the University of Florida, Lastinger Center to conduct these studies.

260914tutoringforteacherscleancopy

Status: ORIGINAL

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

2026-10-13	Regular School Board Meeting
CATEGORY:	A. Academics
DEPARTMENT:	Academics

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

TITLE:

AGR27-071 - University of Florida Board of Trustees – Florida Tutoring Advantage

REQUESTED ACTION:

Approve the Agreement between The School Board of Broward County, Florida (SBBC), and the University of Florida Board of Trustees – Lastinger Center, beginning in October 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 Sumary
- Agreement

FINANCIAL IMPACT:

There is a positive financial impact of $788,400 from Tutored by Teachers sessions and $270,000 for Khan Academy licenses, for a total positive financial impact of $1,058,400. There is no cost to the District.

STRATEGIC PLAN ALIGNMENT:

Student Focus Outcomes

Goal 4: College & Career Readiness **OR** **Business Operations**

BOARD ACTION:

(For Official School Board Records Only)

SOURCE OF ADDITIONAL INFORMATION

Name:	Dr. Fabian Cone	Phone:	754-321-2618
Name:	Dr. Angela 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: October 13, 2026

By: _____

School Board Chair

For more information, please contact:
Name: Dr. Angela R. Fulton
Title: Deputy Superintendent
Phone: 754-321-2100

EXECUTIVE SUMMARY

AGR27-071 - University of Florida Board of Trustees – Florida Tutoring Advantage

Board Meeting Date: October 13, 2026

Requested Action: Approve the Agreement between The School Board of Broward County, Florida (SBBC), and the University of Florida Board of Trustees – Lastinger Center, with a term that commences on October 13, 2026, and concludes on June 30, 2027.

General Information

The following information outlines the governing authority, districtwide implications, historical background, strategic alignment with the 2027 goals and guardrails, and the anticipated measurable outcomes and return on investment related to this agenda item.

District-zone Impact/Board Member: District-wide	
School Board Policy Requirement	• Not Applicable
Statutory Requirement	• Not Applicable
If the School Board votes "Yes"	• Select Florida Assessment of Student Thinking (FAST) Progress Monitoring (PM) 3 Math and/or English Language Arts (ELA) Level 1 students will have access to high-dosage tutoring through Tutored by Teachers. Additionally, up to 27,000 Khan Academy licenses for the Artificial Intelligence (AI) platform Khanmigo will be made available to students in grades 9-12 at no cost to the District.
If the School Board votes "No"	• High-dosage tutoring will not be provided by Tutored by Teachers, and Khanmigo licenses will not be provided through the Florida Tutoring Advantage.
Alignment to the 2027 Strategic Goals and Guardrails	• Goal 1 - Early Literacy Proficiency; Goal 2 - Algebra Proficiency; and Goal 3 - Science Proficiency.
Measurable Outcome(s)/Return on Investment	• Student outcomes will be measured using state-administered assessments, including FAST PM1 to FAST PM3 and the State Science Assessment, to determine percentage-point growth achieved on each assessment as part of a pre- and post-assessment analysis.

Background/History

Florida Tutoring Advantage is a program established by the Florida Legislature in 2024 and administered by the University of Florida Lastinger Center for Learning. Through district-based tutoring programs, online virtual tutoring, and automated tutoring software, the program is designed to improve student outcomes in literacy and mathematics. Under this agreement beginning October 13, 2026, eligible students will receive high-dosage tutoring through Tutored by Teachers Tutors, and students in grades 9-12 will have access to Khanmigo, Khan Academy's AI-powered tutoring platform, to support individualized academic assistance, personalized feedback, and adaptive learning.

Agreement Terms and Financial Impact

The following information provides a detailed summary of the contract agreement summary, financial impact of this item, including funding allocation, budget authority, fiscal year expenditures, and any current or future financial obligations.

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

Agreement Term:	October 13, 2026 - June 30, 2027
Multi-Year Agreement:	No
Procurement Method:	N/A

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

Budget Impact Summary Statement:

1. Florida Tutoring Advantage Program Funding is provided by the Florida Legislature to the University of Florida Lastinger Center for Learning to administer the program. There is no cost to the District for participation in this program and approval of this agreement.
2. If the District were to procure the services outside of the Florida Tutoring Advantage Program, the cost would be approximately $1,058,400.

New / Current Requested Agreement Authority

Agreement Authority Terms	Length of Agreement Terms	Total Agreement Amount
10/13/2026-6/30/2027	8.5 months	$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.

<table>
<tr><td>Impact on Schools</td><td>Yes</td></tr>
<tr><td>School Selection /Prioritization</td><td>Students at elementary schools, listed below, will be prioritized and selected to receive Tutored by Teachers services based on 2026 FAST PM3 Math and ELA proficiency and learning gains data.

Elementary Schools Selected:
<table>
<tr><td>Broadview</td><td>Gulfstream</td><td>Markham</td><td>North Lauderdale</td></tr>
<tr><td>Collins</td><td>Hollywood Central</td><td>Meadowbrook</td><td>Riverland</td></tr>
<tr><td>Cypress</td><td>Larkdale</td><td>Norcrest</td><td>Thurgood Marshall</td></tr>
</table>

Up to 27,000 high school students at 15 BCPS high schools will receive Khanmigo licenses. Schools were chosen based on usage from last year's implementation.

High Schools Selected:
<table>
<tr><td>Boyd H. Anderson HS</td><td>Hollywood Hills HS</td><td>Northeast HS</td></tr>
<tr><td>Coconut Creek HS</td><td>J.P. Taravella HS</td><td>Plantation 6-12</td></tr>
<tr><td>Coral Glades HS</td><td>McArthur HS</td><td>Pompano Beach HS</td></tr>
<tr><td>Fort Lauderdale HS</td><td>Millennium 6-12 Collegiate Academy</td><td>West Broward HS</td></tr>
<tr><td>Hallandale HS</td><td>Miramar HS</td><td>Western HS</td></tr>
</table></td></tr>
<tr><td>Community/ Stakeholder Engagement</td><td>N/A</td></tr>
<tr><td>End-User Input</td><td>N/A</td></tr>
<tr><td>Technology/Capital Expected Lifecycle/Replacement Cycle</td><td>N/A</td></tr>
</table>

Additional Backup:
This agreement, together with the related proposed *Khan Academy High School Service Order for Licenses* and the *Tutored by Teachers Data Sharing* agreements, supports participation in the Florida Tutoring Advantage initiative through the University of Florida's Lastinger Center. The initiative will provide SBBC, at no cost, with Tutored by Teachers' high-dosage, live virtual tutoring services and up to 27,000 Khan Academy licenses for automated tutoring support.

Exhibit A: Agreement

Agreement

This Agreement ("Agreement") is entered into as of **13th day of October, 2026**, by and between the University of Florida Board of Trustees, on behalf of and for the benefit of the University of Florida Lastinger Center for Learning ("University "), and The School Board of Broward County, Florida ("District" or "SBBC"), located at Kathleen C. Wright Administration Center, 600 S.E. Third Avenue, Fort Lauderdale, FL 33301, collectively referred to as the "Parties."

Section 1: Purpose, Partnership Structure, and Term

The Florida Tutoring Advantage ("FTA") is administered by the University to provide evidence-based instructional interventions designed to improve student academic outcomes aligned with the Florida Benchmarks for Excellent Student Thinking (B.E.S.T.) Standards.

The University entered into separate outcomes-based contracts with a high-impact tutoring, automated software, and/or Artificial Intelligence Enhanced Support Vendor ("Vendor") to deliver services as outlined below:

Vendor	Service Area	Service Limit
Tutored by Teachers	☐ Option 1: Partner Provided In-Person Tutoring: Reading and/or Math K-5 ☒Option 2: Partner Provided Virtual Tutoring: Reading and/or Math K-5 ☐ Option 3: Partner Provided Automated Software: Reading and/or Math K-5 ☐ Option 4: District Provided In-Person Tutoring Support	As determined by University based on availability and funding
Khan Academy	☒ Option 5: Artificial Intelligence (AI) Enhanced Supports with Khanmigo, 6-12	To be determined based on collaboration with Khan Academy and within limits of available funding

Vendor and District do not have a direct contractual relationship under this Contract. While a District may choose to require a separate agreement with the Vendor to allow services to be delivered within the District, the contractual agreement for responsibilities described herein is between the District and the University.

This Agreement establishes the structure, roles, responsibilities, program scope, implementation conditions, and mutual accountability mechanisms governing the District's participation in FTA.

Partnership Structure:

- The University serves as the intermediary responsible for coordinating implementation, facilitating support, ensuring data integrity, and administering program participation.
- The District's participation enables eligible students to access high-impact tutoring, automated software, and/or Artificial Intelligence Enhanced Support services.
- The Vendor delivers high-impact tutoring, automated software, and/or Artificial Intelligence Enhanced Support services under a separate contract with the University and may have a direct contractual relationship with the District.

1.1 Program Term

- This Agreement shall be effective from September 15, 2026, through August 31, 2027, unless terminated earlier in accordance with Section 9.

Section 2: Background and Partnership Purpose

FTA was established pursuant to Florida Statute 1008.366, Florida Statute 1002.321, and HB 1361 (2024) to address persistent gaps in student academic achievement through access to evidence-based instructional interventions.

Analysis of student performance data indicates that certain students require additional instructional support to achieve proficiency aligned with B.E.S.T. Standards. Through this partnership, the District will provide eligible students with access to high impact tutoring, automated software, and/or Artificial Intelligence Enhanced Support designed to accelerate academic growth.

The Parties enter this Agreement to define implementation conditions and ensure coordinated support for student success.

Section 3: Definitions

For purposes of this Agreement, the following terms shall have the meanings set forth below:

Attendance: Physical or virtual presence at scheduled tutoring sessions, measured as percentage of scheduled sessions attended. Minimum threshold: seventy percent (70%) attendance over the duration of the Agreement.

Automated Software/Artificial-Intelligence Enhanced Support: A technology-enabled instructional platform delivering adaptive, standards-aligned academic content directly to students and tracking student engagement and progress.

Campus Coordinator: District-designated staff member at each participating school responsible for day-to-day tutoring implementation and liaison functions, including scheduling, student attendance support, and communication with the Vendor's Lead Tutor and/or Client Success Manager.

Client Success Manager: Vendor-designated staff member responsible for coordinating implementation support, platform onboarding, data monitoring, professional learning, and ongoing technical and operational assistance for automated software or AI-enhanced instructional services, and for serving as the primary liaison to District and University implementation teams.

Dosage: The recommended quantity, frequency, duration, and quality of high impact tutoring, automated software, and/or Artificial Intelligence Enhanced Support intervention as derived from research and specified in Section 4.3. Must be observable, measurable, and easily trackable.

Eligible Students: Students identified by the District in accordance with FTA eligibility criteria established under Florida Statutes 1008.25, 1002.321, and program-specific requirements.

Florida Benchmarks for Excellent Student Thinking (B.E.S.T.) Standards: Academic standards for English Language Arts (ELA) and Mathematics in Florida's K-12 education system, established by the Florida Department of Education (FDOE).

Florida Tutoring Advantage (FTA): The statewide instructional intervention program administered by the University pursuant to Florida law.

Guidance and Agreement for Data Harmony, Responsibility, Retention, and Sharing (GADRRS) Data Sharing Agreement: The data sharing agreement between University and District governing student data privacy, security, and usage.

High-Impact Tutoring: Evidence-based tutoring characterized by consistent, frequent sessions (minimum 3x/week), appropriate group sizes (1:1 to 4:1), tutor consistency (same tutor ≥80% of sessions), and alignment with classroom instruction.

Implementation Success Plan (ISP): A documented plan outlining implementation milestones, roles, responsibilities, supports, and timelines necessary for successful program implementation, developed by the Vendor and facilitated by the University.

Lead Tutor/Tutoring Coordinator: Vendor-designated staff member responsible for overseeing tutor quality, managing schedules, monitoring implementation, and serving as liaison to Campus Coordinators.

Metric: How the outcome or dosage is measured (the actual data point)

Minimum Service Requirements: The minimum implementation conditions necessary to enable effective delivery of services, as specified in the Vendor contract.

Mutual Accountability: The shared responsibility of the University, Vendor, and District to fulfill their respective roles to support student access and program implementation.

Outcome: A defined measure of student academic growth as determined using approved assessment instruments.

(Data) Privacy: The secure collection, use, and maintenance of personally identifiable student data, in compliance with all applicable federal and state laws, including FERPA, HIPAA, and COPPA, for the purpose of supporting student learning and improving educator practice.

Payment Outcomes: Student achievement results (e.g., growth on state assessments, proficiency gains) that determine Vendor contingent outcome payments as specified in the Vendor contract.

Process Outcomes: Intermediate indicators of implementation quality and student engagement (e.g., attendance rates, tutor consistency, dosage delivered, session completion) used primarily for continuous improvement and real-time program adjustments.

Vendor: A third-party entity contracted by the University to deliver high-impact tutoring, automated software, and/or artificial intelligence–enhanced instructional supports under the Florida Tutoring Advantage. The Vendor is not a party to this MOA.

Section 4: Program Scope

4.1 Program Enrollment and Student Eligibility

The District shall participate in the Florida Tutoring Advantage (FTA) to support eligible students through access to high-impact tutoring, automated software, and/or Artificial Intelligence Enhanced Support. Student eligibility shall be determined by the District in accordance with applicable Florida Statutes and program-specific requirements, as outlined below.

A. Kindergarten Through Grade 5 (Reading and Mathematics)

High-impact tutoring and/or automated software may be provided to students enrolled in kindergarten through grade 5 in a public school who are identified by the District as having a substantial deficiency in reading or mathematics, in accordance with Section 1008.25, Florida Statutes. The District shall be responsible for identifying eligible students and ensuring alignment with statutory eligibility criteria.

B. Grades 6 Through 12 (Artificial Intelligence–Enhanced Supports)

Automated, artificial intelligence–enhanced instructional supports may be provided to students enrolled in grades 6 through 12 who would benefit from additional learning support, as defined in Section 1002.321, Florida Statutes, as determined by the District. Eligibility determinations shall be made by the District based on student need and program alignment.

4.2 Program Delivery

High-impact tutoring shall be delivered face-to-face, virtually, and/or hybrid through the Vendor's tutoring program, with tutoring sessions scheduled by the District during the instructional day.

The automated software and Artificial Intelligence Enhanced Support shall be delivered directly to students through the Vendor's platform, with access enabled by the District. Services will be provided during the instructional day as determined by the District and specified in the Implementation Success Plan.

4.3 Dosage Requirements

4.3.1 High Impact Tutoring Dosage Requirements (*Kindergarten Through Grade 5)*

Based on Vendor efficacy research and aligned with the Vendor contract, high-impact tutoring shall meet the following dosage parameters to support achievement of target outcomes:

Prescribed Quantity & Frequency:

- Students will receive a minimum of 3 tutoring sessions per week,
- Minimum of 75-90 minutes of tutoring per week, appropriate to grade
- Tutoring will occur a minimum three (3) times per week
- Tutoring will occur during officially scheduled instructional time, defined as the bell-to-bell school day and excluding non-instructional periods such as lunch, before-school, and after-school. Time. Tutoring at least 10 consecutive weeks per implementation cycle
- Sessions will follow a structured instructional arc aligned to grade-level B.E.S.T. Standards and student needs

Delivery, Group Size, and Tutor Consistency:

- Tutoring will be delivered face-to-face, virtually, and/or hybrid based on the Vendor's model
- Tutoring will be delivered in no more than 4:1 student-to-tutor groupings depending on the Vendor's model and appropriate grade level of students
- Students will be assigned a consistent tutor for at least 80% of sessions
- Tutor substitutions should be minimized and documented when necessary

Engagement and Instructional Quality:

- Students must demonstrate meaningful participation in tutoring sessions
- Minimum seventy (70%) session attendance rate
- Active participation in instructional tasks during sessions
- Completion of assigned practice aligned to session objectives
- Ongoing formative assessment and instructional adjustment by the tutor

These parameters are necessary to support achievement of the target outcomes outlined in Section 5. The Vendor is responsible for delivering tutoring that meets these parameters; the District is responsible for scheduling tutoring during instructional time and supporting student attendance.

4.3.2 Automated Software Dosage Requirements (*Kindergarten Through Grade 5)*

Based on Vendor efficacy research and aligned with the Vendor contract, the automated software intervention shall meet the following dosage parameters to support achievement of target outcomes:

- Quantity: Students will meet the minimum requirements of the Vendor for minutes per week, sessions per week, and/or percentage of engagement or assignments completed.
- Schedule: Students will use software for planned learning support during officially scheduled instructional time, defined as the bell-to-bell school day and excluding non-instructional periods such as lunch, before-school, and after-school.
- Implementation Period: Software will be utilized for a planned implementation period of no less than 10 weeks per semester.

4.3.3 Artificial Intelligence Enhanced Support Dosage Requirements (*Grades 6 Through 12)*

Based on Vendor efficacy research and aligned with the Vendor contract, the Artificial Intelligence Enhance Support shall meet the following dosage parameters to support achievement of target outcomes:

- Prescribed Quantity: Students will engage in 5 Khanmigo interactions within 4 weeks of platform establishment and continue to do so every 4 weeks
- Structured Frequency: Students will engage with Khanmigo for a minimum of 30 to 60 minutes per week

Section 5: Mutual Accountability

Outcomes-based agreements require increased collaboration, and a strong partnership between the University, the Vendor, and participating Districts is essential to student success. The University and the District agree to be held mutually accountable for fulfilling their respective roles and responsibilities to enable effective implementation and achieve the intended student outcomes under the Florida Tutoring Advantage.

This Agreement governs the District's participation in high-impact tutoring, automated software, and/or Artificial Intelligence Enhanced Support intervention delivered by a Vendor under a separate agreement with the University. Because the Vendor may or may not have a direct contractual relationship with participating Districts, the University serves as the intermediary responsible for coordination, attribution, and remediation.

5.1 Vendor Responsibilities (Informational Only)

The following Vendor responsibilities are included for transparency and alignment purposes only. The Vendor is *not* a party to this Agreement, and the District has no authority to enforce Vendor obligations. All Vendor responsibilities are governed by a separate agreement between the University and the Vendor.

Vendor Responsibilities (Informational Only)

A. Service Delivery and Instructional Quality

The Vendor shall deliver high-impact tutoring, automated software, and/or Artificial Intelligence Enhanced Support interventions consistent with research-based standards and contractual requirements. Responsibilities include:

Automated Service/Artificial Intelligence Enhanced:

- Ensuring the automated software platform is **available, accessible, and fully operational during agreed instructional hours**
- Maintaining **system uptime** and platform performance consistent with contractual requirements
- Providing **secure user authentication and access** for authorized students and educators
- Configuring the platform to support **prescribed dosage requirements**, adaptive instructional pathways, and content progression

High-Impact Tutoring:

- Delivering tutoring services that meet required **frequency, duration, group size, and total instructional hours** as outlined in Section 4.3 and the Implementation Success Plan
- Ensuring **tutor consistency** in accordance with contract thresholds (minimum eighty (80%) of sessions with the same tutor)
- Making reasonable, good faith efforts to **reschedule sessions missed due to Vendor controlled factors**

B. Staffing, Scheduling Coordination, and Data Reporting

The Vendor shall support effective implementation through staffing, coordination, and data integrity, including:

High-Impact Tutoring:

- Employing tutors who meet all applicable **background check, credentialing, and training requirements**
- Ensuring tutors complete required **professional learning** prior to and during service delivery
- Maintaining adequate staffing levels and **promptly replacing tutors** in the event of turnover
- Accurately tracking and reporting **attendance, session completion, dosage, tutor assignment, and student progress**

Both:

- Coordinating session delivery in alignment with **District schedules and approved instructional windows**
- Providing **accurate, timely, and complete data** required for monitoring, continuous improvement, and payment determinations

- Validating all data prior to submission

C. Implementation Support, Data Privacy, and Student Safety

The Vendor shall ensure implementation readiness, data protection, and student safety by:

- Developing, maintaining, and executing the **Implementation Success Plan**, including milestones, professional learning, assigned support personnel, and continuous improvement activities
- Delivering required implementation supports, including **Campus Coordinator training, Lead Tutor and/or Client Success Manager support, office hours, and participation in continuous improvement activities**
- Complying with all applicable **data privacy, security, and student safety requirements**
- Maintaining **industry standard safeguards**, encryption, and access controls
- Promptly notifying the University of any **suspected or confirmed data incident or safety concern**

5.2 District Responsibilities and Remedies

Student Access, Platform Enablement, and Scheduling Support

Responsibilities:

- **Identify and roster eligible students** in accordance with program eligibility criteria and established timelines
- **Ensure students have appropriate access** to required devices, credentials, connectivity, and technology systems necessary to participate in platform-based services
- **Schedule and support student access** to tutoring sessions, the automated software platform and/or the Artificial Intelligence Enhanced platform during agreed instructional windows within the school day
- **Provide appropriate space and/or technology access** to support in-person, virtual, or platform-based service delivery
- **Support student attendance and participation**, including monitoring access barriers and facilitating timely resolution
- **Communicate participation expectations** to students, families, and relevant school and District staff

Remedies:

- **Problem-Solving Meeting:** The University will convene a meeting within five (5) business days of documented access or scheduling barriers to diagnose issues and identify solutions
- **Corrective Action Plan:** Should the District be unable to resolve access or scheduling barriers following the problem-solving meeting, the University may document required District actions, responsible parties, and completion timelines

- **Schedule Adjustments:** The University may work with the District and Vendor to modify tutoring schedules to address persistent barriers
- **Roster Adjustments:** Students unable to access tutoring and/or platform due to unresolved District-level barriers may be removed or substituted to ensure programmatic integrity
- **Programmatic Adjustment:** Persistent access or scheduling barriers that materially impede implementation may result in reduced participation or modification of implementation scope

B. Implementation Support and Campus Coordinator Designation

Responsibilities:

- Designate a Campus Coordinator at each participating school site to serve as the primary point of contact for tutoring and/or software implementation
- Ensure Campus Coordinators have adequate time, authority, and capacity to fulfill coordination responsibilities
- Support Campus Coordinator participation in required professional learning and implementation meetings
- Facilitate communication between Campus Coordinators, school leadership, teachers, and the Vendor's Lead Tutor and/or Client Success Manager

Campus Coordinator responsibilities include:

- Coordinating tutoring schedules with the Vendor's Lead Tutor and/or Client Success Manager
- Monitoring student attendance and supporting attendance interventions
- Facilitating site access for tutors and technology access for virtual tutoring, automated software and/or Artificial Intelligence Enhanced
- Communicating implementation updates, barriers, and schedule changes
- Participating in implementation check-ins and continuous improvement meetings

Remedies:

- **Implementation Review:** Should the District be unable to designate or support Campus Coordinators, the University will assess the impact of coordination barriers on tutoring implementation and student outcomes
- **Implementation Support Escalation:** The University may provide additional coordination support or modify coordination expectations to address capacity constraints
- **Program Adjustments:** The University may modify implementation timelines, participation structures, or scope at specific school sites to address coordination challenges
- **Participation Adjustment:** Persistent coordination failures that materially impede implementation may result in reduced participation, seat reduction, or suspension of tutoring at affected school sites

C. Implementation Success Plan Participation

Responsibilities:

- Ensure Campus Coordinators participate in onboarding sessions, professional learning activities, and implementation support provided by the Vendor
- Support District leadership participation in strategic planning and continuous improvement activities as appropriate
- Engage in continuous improvement activities, including data review meetings and collaborative problem-solving sessions
- Support the implementation of recommendations and adjustments identified through the continuous improvement process

Remedies:

- **Corrective Action Plan:** Should the District be unable to participate in Implementation Success Plan activities, the University may document required participation, responsible parties, and timelines to restore engagement
- **Implementation Timeline or Scope Adjustment:** The University may modify program timelines or participation scope to align with District capacity and engagement levels
- **Seat Reduction:** Persistent failure to participate in implementation support and continuous improvement activities may result in reduced participation or reallocation of student seats
- **Future Eligibility Determination:** Sustained nonparticipation that materially undermines implementation effectiveness may result in the District being determined ineligible for continued or future participation in the Florida Tutoring Advantage

D. Data Sharing and Assessments

Responsibilities:

- Share required student data in accordance with executed data-sharing agreements and applicable law
- Ensure timely completion of required assessments used for outcome measurement
- Maintain accurate student roster information and communicate enrollment changes promptly
- Coordinate with the University to resolve data access or compliance issues
- Support data validation processes to ensure accuracy and completeness

Remedies:

- **Data Access Meeting:** The University will convene a meeting within five (5) business days of identifying data-related barriers to diagnose issues and identify solutions
- **Technical or Legal Review:** The University will facilitate technical assistance or legal review to resolve data sharing or assessment administration barriers
- **Attribution Adjustment**: Students lacking required data due to unresolved District-level barriers may be excluded from outcome analyses to ensure fair attribution

E. Appropriate Tutoring Environment

Responsibilities:

- Ensure tutoring spaces meet safety and accessibility requirements
- Provide an appropriate tutoring environment, including space that is free from excessive noise, traffic, distractions, and interruptions; adequate room to support more than one student when necessary; and conditions that ensure student safety during in person, virtual, or automated tutoring services.
- Provide trained facilitation support to connect students to virtual and automated tutoring services efficiently, assist with technology access, monitor student safety and engagement, and communicate feedback to support continuous improvement of tutoring delivery.
- Comply with District policies regarding visitor access, background checks (as applicable), and supervision
- Coordinate promptly with the University and Vendor to address any safety concerns
- Support implementation of safety protocols for virtual tutoring (if applicable)

Remedies:

- **Required Corrective Actions:** Should the District be unable to maintain appropriate tutoring environments, the University will require specific corrective actions with documented timelines
- **Implementation Adjustment:** Concerns may require temporary modification of tutoring locations, formats, or schedules
- **Participation Suspension:** Material violations may result in temporary suspension of tutoring at affected sites until requirements are met

F. Data Privacy and Security

Responsibilities:

- Comply with all data-sharing agreements and applicable federal and state data privacy laws
- Ensure secure handling of student data within District systems and processes
- Coordinate promptly with the University to address any data privacy or security concerns

Remedies:

- **Required Corrective Actions:** Should the District be unable to maintain data privacy or security compliance, the University will require specific corrective actions with documented timelines
- **Participation Suspension:** Material violations of data privacy or security requirements may result in temporary suspension of participation until compliance is restored

5.3 University Responsibilities

The University is responsible for:

- Serving as the primary intermediary between the District and the Vendor
- Monitoring compliance with this MOA and the related Vendor contract
- Facilitating implementation support, problem-solving meetings, and corrective action processes
- Convening data access meetings, implementation reviews, and continuous improvement sessions
- Making fair, documented attribution determinations based on each party's reasonable control over implementation factors
- Determining eligibility for continued participation in the Florida Tutoring Advantage
- Administering participation decisions, including seat reductions, program adjustments, and future eligibility determinations in accordance with this Agreement

5.4 Fair Attribution Principles

Fair attribution ensures that each party is accountable only for factors within its reasonable control:

- The Vendor shall not be penalized for failure to achieve outcomes when documented District-level barriers materially prevent tutoring and/or platform access, attendance and/or usage, or valid participation
- The District acknowledges responsibility for enabling implementation through timely rostering, scheduling, access enablement, Campus Coordinator support, student attendance facilitation, data sharing, and participation in implementation support activities
- Students impacted by District-level barriers may be excluded from outcome calculations to ensure the Vendor is evaluated fairly based on factors within its control
- Attribution determinations shall be made by the University based on documented evidence of barriers, collaborative remedy efforts, and each party's fulfillment of responsibilities under their respective agreements

5.5 District-Level Barriers and Programmatic Remedies

If the District fails to fulfill its responsibilities under this Agreement and such failure materially impedes implementation or outcome measurement, the University shall apply graduated, programmatic remedies following good faith efforts to resolve barriers through collaborative problem-solving.

Progressive Escalation Framework

The University will follow this progressive escalation approach:

- **Problem-Solving Meeting:** Initial collaborative meeting within five (5) business days to diagnose barriers and identify solutions
- **Corrective Action Plan:** If barriers persist following problem-solving efforts, the University documents required actions, responsible parties, and timelines for resolution
- **Programmatic Adjustments:** If corrective actions are not implemented or barriers continue, the University may implement:
    - Reduction or reallocation of student seats

    - Modification or suspension of services at specific school sites
    - Adjustment of participation timelines or implementation scope
- **Future Eligibility Determination:** For sustained material noncompliance that persists after exhaustion of all remedies, the University may determine that the District is no longer eligible for continued or future participation in the Florida Tutoring Advantage

All determinations under this Section shall be made by the University, documented with supporting evidence, and communicated to the District in writing.

5.6 No Financial Obligation

Participation in the Florida Tutoring Advantage does not create any financial obligation for the District. All remedies under this Agreement are programmatic and prospective in nature. No monetary penalties, damages, or financial remedies shall be assessed against the District under this Agreement.

5.7 No Third-Party Beneficiary

Nothing in this Agreement shall be construed to create rights, remedies, or obligations for any party not signatory to this Agreement. The Vendor is not a third-party beneficiary to this Agreement. Vendor responsibilities are referenced solely for transparency, coordination, and fair attribution purposes.

Section 6: Continuous Improvement

Continuous improvement workgroups will use data to measure impact and support informed, collaborative, and transparent decision-making by and between the University, Vendor, and District. The University will facilitate regular continuous improvement meetings to discuss program implementation, progress on payment and process outcomes, and any challenges to student participation with the goal of mutual problem-solving to achieve program goals.

In service of this partnership, the University and District will engage in collaboration and problem-solving to more successfully achieve student outcomes. This includes regular data review and continuous improvement meetings that incorporate:

- Discussion of program implementation
- Review of process outcome data and progress toward achieving payment outcomes
- Exploring challenges related to student attendance, scheduling, platform usage, engagement and access
- Informed, collaborative, and transparent decision-making
- Mutual problem-solving to achieve program goals

The University expects and requires the District to ensure the District's participants in continuous improvement discussions are at the proper role and level in the organization to act upon findings expeditiously. The District can expect and require the same of the University.

6.1 Continuous Improvement Meeting Structure

The Vendor's agreement with the University establishes a three-tier continuous improvement meeting structure involving University Data Review Meetings, University-Vendor Meetings, and District Data Review Meetings.

The District will participate in District Data Review Meetings as outlined below.

Purpose:

- Support District's understanding of implementation progress and data trends
- Review process outcome metrics as applicable (i.e. dosage delivery, student engagement/attendance, etc.)
- Identify best practices, challenges, and changes needed to support implementation
- Elevate challenges and align on necessary changes at District and school levels
- Follow up on action items from previous meetings

Participants:

- University implementation team (as appropriate)
- Vendor Client Success Manager or similar (required)
- Vendor relevant support staff (as appropriate)
- District implementation lead (required)
- Campus Coordinators (as appropriate)
- Additional District staff (as appropriate)

Meeting Frequency:

- To be determined based on implementation needs (e.g., monthly)

6.2 Relationship to Mutual Accountability

The University will prioritize continuous improvement processes to address implementation challenges and barriers. Should continuous improvement efforts fail to resolve persistent issues, the University may invoke the mutual accountability mechanisms outlined in Section 7 of this Agreement.

Participation in continuous improvement is a District responsibility under Section 7. Persistent failure to participate or implement agreed-upon action items may trigger formal remedies as specified in the Mutual Accountability framework.

Section 7: Implementation Timeline [HIT and/or AS]

The following projected timeline outlines key implementation milestones and responsible parties to support coordinated program implementation.

Implementation Phase	Timeframe	Activities	Responsible Party
Initial Coordination	E.g., September 2026	Initial kickoff meeting; GADRRS Agreement execution; ISP review	University, District
District Preparation	E.g., September 2026	Campus Coordinator designation; School site scheduling; Space/technology preparation; Family communications; Baseline assessment administration	District (per MOA), coordinated by University
Student Rostering	E.g., September 2026	Student identification and rostering; Schedule finalization; Communications to families and teachers; Platform access setup; Credential distribution	District, Vendor, University coordination
Vendor Onboarding	E.g., September 2026	Campus Coordinator training; Vendor site visits; Technology/space setup; Tutor onboarding	Vendor, District, University coordination
Tutoring Launch/Software Launch	E.g., September 2026	Tutoring cycle begins/ Platform access begins; Attendance monitoring and dosage monitoring; Implementation check-ins	Vendor, District, University coordination
Continuous Improvement	E.g., October - November 2026	Monthly continuous improvement meetings; Mid-cycle check-ins; Attendance and dosage monitoring	All Parties

Fall Assessment	E.g., December 2026	FAST assessment administration; Tutoring cycle concludes; Data validation and review; Outcome calculations	District assessment, University validation
Spring Implementation	E.g., January - April 2027	Implementation continues; Rostering adjustments (as needed); Continuous improvement meetings; Progress monitoring	Vendor, District, University coordination
Spring Assessment	E.g., April - May 2027	Implementation concludes; Spring state assessment; Final data collection	District assessment, Vendor data
Final Outcome Determination	E.g., June 2027	Final Outcome calculation; Attribution determination; Payment processing (University-Provider only)	University

Note: Implementation cycles exclude district/state testing windows and holidays. Specific dates and milestones will be detailed in **Appendix A** and the Implementation Success Plan. The University will coordinate all phases and facilitate communication among all parties.

Section 8: Data Sharing and Privacy

8.1 GADRRS Agreement

The District shall execute and comply with the Guidance and Agreement for Data Harmony, Responsibility, Retention and Sharing Agreement (GADRRS) governing the secure transfer and use of student data between the University and District.

8.2 Required District Data

The District shall provide the following data to the University in accordance with the GADRRS Agreement and applicable timelines:

- Student roster information (demographic data, grade levels, eligibility status)
- Florida Assessment of Student Thinking (FAST) assessment data (PM1, PM2, PM3 as applicable)
- Student enrollment and participation status updates
- Student schedule information for tutoring coordination and/or platform usage
- Other data as specified in the Implementation Success Plan

8.3 Data Privacy and Security

The District shall:

- Comply with all applicable federal and state data privacy laws, including the Family Educational Rights and Privacy Act (FERPA), the Children's Online Privacy Protection Act (COPPA), and Florida Statutes governing student data privacy
- Ensure secure handling of student data within District systems and processes
- Maintain appropriate technical, physical, and administrative safeguards to protect student data
- Coordinate promptly with the University to address any data privacy or security concerns
- Report any suspected or confirmed data breach or security incident to the University within twenty-four (24) hours of discovery
- District Privacy and Security clauses are in **Appendix B**

8.4 Data Validation

The District shall support the University's data validation processes to ensure accuracy and completeness of assessment data used for outcome determination and attribution decisions. This includes:

- Verifying accuracy of student roster information
- Confirming timely assessment administration in accordance with state requirements
- Responding to University requests for data clarification or correction within established timeframes
- Participating in data reconciliation meetings as needed

8.5 Data Use and Retention

Student data shall be used solely for the purposes outlined in this Agreement and the GADRRS Agreement, including:

- Program implementation and coordination
- Monitoring of process outcomes and implementation fidelity
- Calculation of payment outcomes and attribution determinations
- Continuous improvement and program evaluation
- Reporting to the Florida Legislature as required by HB 1361

Data retention and destruction shall be governed by the GADRRS Agreement and applicable Florida law.

Section 9: Termination

9.1 Termination. Either Party may terminate this Agreement upon sixty (60) calendar days' prior written notice to the other.

9.2 Termination for Breach. If either Party commits a material breach of this Agreement and fails to remedy that breach within thirty (30) calendar days after receipt of written notice from the other Party, the Party giving notice may terminate this Agreement by written notice to the other Party, effective upon receipt.

9.3 Surviving Terms. Expiration or termination of this Agreement by either Party does not affect the rights and obligations of the Parties that accrued prior to the effective date of termination.

Section 10: Legal Provisions

10.1 Governing Law and Venue

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, without regard to its conflict of laws provisions. Any legal action or proceeding arising under or relating to this Agreement shall be brought exclusively in the state or federal courts located in Alachua County, Florida, and the parties consent to the jurisdiction of such courts.

10.2 Compliance with Florida Law

All parties acknowledge that this partnership operates under Florida Statute 1008.366, Florida Statute 1002.321, and HB 1361 (2024). Compliance with these statutes and all other applicable Florida laws and regulations is mandatory. In the event of any conflict between the provisions of this Agreement and applicable Florida law, Florida law shall govern.

10.3 Legislative Reporting

The University shall fulfill all legislative reporting requirements to the Florida Legislature as mandated by HB 1361 and applicable statutes. The District shall provide data and information necessary to support such reporting in accordance with the timelines specified by the University.

10.4 Entire Agreement

This Agreement, together with the GADRRS Agreement and all Appendices referenced herein, constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior or contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter.

10.5 Amendments

This Agreement may be amended only by written agreement signed by authorized representatives of both parties. Proposed amendments should be submitted in writing and shall become effective only upon execution by both parties.

Certain minor administrative changes may be made without formal amendment, including:

- Updates to contact information
- Adjustments to meeting schedules or formats
- Clarifications to existing provisions that do not alter substantive rights or obligations

Any changes to program scope, participation numbers, responsibilities, or termination provisions require formal written amendment.

10.6 Severability

If any provision of this Agreement is held to be invalid, illegal, or unenforceable by a court of competent jurisdiction, such provision shall be deemed modified to the minimum extent necessary to make it valid and enforceable, or if such modification is not possible, such provision shall be severed from this Agreement. The validity, legality, and enforceability of the remaining provisions shall not be affected or impaired in any way.

10.7 Sovereign Immunity

Nothing in this Agreement shall be construed as a waiver of sovereign immunity by the University of Florida or the State of Florida, or by the District to the extent such immunity is applicable. No provision of this Agreement shall be interpreted to subject either party to liability beyond that provided by Florida law.

10.8 Assignment

Neither party may assign, transfer, or delegate its rights or obligations under this Agreement without the prior written consent of the other party, except that the University may assign this Agreement to another entity within the University of Florida system without consent, and the District may assign this Agreement to a successor district in the event of consolidation or reorganization, provided that written notice is given to the other party within thirty (30) calendar days of such assignment.

10.9 Independent Parties

The parties are independent entities and nothing in this Agreement shall be construed to create an employment relationship, partnership, joint venture, or agency relationship between the parties. Neither party has authority to bind the other party or to incur any obligation on behalf of the other party.

10.10 Notices

All notices, requests, demands, and other communications required or permitted under this Agreement shall be in writing and shall be deemed to have been duly given when delivered in person, sent by certified or registered mail (return receipt requested), or sent by overnight courier service to the addresses set forth on the signature page of this Agreement, or to such other address as either party may designate by written notice to the other party.

10.11 Force Majeure

Neither party shall be liable for any failure or delay in performing its obligations under this Agreement to the extent such failure or delay is caused by events beyond the reasonable control of that party, including but not limited to acts of God, natural disasters, pandemics, acts of terrorism, war, civil unrest, or government-mandated closures. In the event of force majeure, the affected party shall:

- Notify the other party promptly of the force majeure event
- Make reasonable efforts to mitigate the effects of the force majeure event
- Resume performance as soon as reasonably practicable

If a force majeure event continues for more than sixty (60) calendar days, the parties shall meet to negotiate appropriate adjustments to this Agreement, which may include temporary suspension of services, modification of timelines, or other accommodations necessary to support program continuity.

10.12 Counterparts

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. Electronic signatures shall have the same force and effect as original signatures.

Section 11: Appendix A

As noted in **Section 5: Mutual Accountability**, the District is responsible for completing the Implementation Success Plan prior to the start of services. Districts will access the Implementation Success Plan(s) using the standardized templates provided in the Florida Tutoring Advantage District Toolkit.

The plan may include the following elements: Program goals, milestones, and timelines

- Establishing contacts and protocols for the vendor relationship
- Establishing role-specific responsibilities for overall success of the program including district and school level oversight, technical and data support, and supervision and safety of student participants.
- A plan for gaining buy-in with stakeholders including teachers, students, and families

Once the Implementation Success Plan(s) is/are approved, they will be shared amongst all participating district staff and the Florida Tutoring Advantage and used to guide successful implementation.

Section 12: Appendix B

SBBC Privacy and Security Clauses

1. SBBC Disclosure of Education Records.

(a) SBBC staff will provide University with the education records listed in this section for the following purpose:

1) to allow BCPS to receive licenses for the Florida Tutoring Advantage initiative. High School licenses will be provided from Khan Academy/Khanmigo and elementary licenses will be provided by Tutored by Teachers.

(b) SBBC will provide University with the education records listed in Exhibit D - Data, of the University of Florida, GADRSS Agreement **(APPENDIX C)**

(c) FERPA exceptions to consent

1) Information to University for studies and evaluation:

Studies Exception: 20 U.S.C. § 1232g(b)(1)(F) and 34 C.F.R. § 99.31(a)(6). This section of FERPA is meant to allow educational researchers to analyze data and provide results and/or analysis back to the Disclosing Party in order to improve instruction and improve educational outcomes. See **Exhibit C – Studies Exception in the GADRRS (Appendix C)**

2) To provide professional learning to SBBC staff, University will need education records:

School Official or Representative (or Outsourced Services) Exception: 34 C.F.R. §§ 99.31(a)(1) and 99.7(a)(3)(iii). In which case the following applies "school official", or otherwise qualifies under the "studies exception", under FERPA and has a legitimate educational interest in personally identifiable information from education records because for purposes of this Agreement, Receiving Party: (1) provides a service or function for which the local educational agency ("LEA") would otherwise use employees; (2) is under the direct control of the LEA with respect to the use and maintenance of education records; and (3) is subject to the requirements of FERPA governing the use and redisclosure of personally identifiable information from education records. See **Exhibit "B" – Services in the GADRSS agreement (Appendix C)**

(d) The requirements of this section shall supersede any uses and disclosures of education records or the like as listed in UF's privacy policies if any.

2. UNIVERSITY Safeguarding the Confidentiality of Education Records.

(a)Privacy. Notwithstanding any provision to the contrary within this Agreement, University shall:

1) fully comply with the requirements of Sections 1002.22, 1002.221, and 1002.222, Florida Statutes; the Family Educational Rights and Privacy Act, 20 U.S.C § 1232g (FERPA) and its implementing regulations (34 C.F.R. Part 99), and any other state or federal law or regulation regarding the confidentiality of student information and records;

2) hold any education records in strict confidence and not use or re-disclose same except as required by this Agreement or as required or permitted by law unless the parent of each student or a student age (eighteen) 18 or older whose education records are to be shared provides prior written consent for their release;

3) utilize the education records solely for the purposes of providing products and services as contemplated under this Agreement; and shall not share, publish, sell, distribute, target advertise, or display education records to any third party, in compliance with Section 1006.1494, Florida Statutes; and shall otherwise be in full compliance with Section 1006.1494, Florida Statutes; and

4) notify the SBBC Privacy Officer immediately upon discovery of a hard copy breach of confidentiality of education records by telephone at 754-321-1900, and email at privacy@browardschools.com; and take all necessary notification steps as may be required by federal and Florida law.

(b) IT Security. Notwithstanding any provision to the contrary within this Agreement, University shall:

1) ensure that, at all times, all of its employees who have access to any education records during the term of their employment shall abide strictly by its obligations under this Agreement, and that access to education records is limited only to its employees that require the information to carry out the responsibilities under this Agreement and shall provide said list of employees to SBBC upon request;

2) safeguard each education record through administrative, physical and technological standards to ensure that adequate controls are in place to protect the education records and information in accordance with FERPA's privacy requirements;

3) notify the SBBC Director of Information Security and Assurance immediately upon discovery of an electronic breach of confidentiality of education records by telephone at 754-321-0300, and email at privacy@browardschools.com; and take all necessary notification steps as may be required by federal and Florida

law, including, but not limited to, those required by Section 501.171, Florida Statutes;

4) fully cooperate with appropriate SBBC staff, including Privacy Officer and/or Information Technology staff to resolve any privacy investigations and concerns in a timely manner;

5) prepare and distribute, at its own cost, any and all required breach notifications, under federal and Florida Law, or reimburse SBBC any direct costs incurred by SBBC for doing so, including, but not limited to, those required by Section 501.171, Florida Statutes;

6) be responsible for any fines or penalties for failure to meet breach notice requirements pursuant to federal and/or Florida law;

7) provide SBBC with the name and contact information of VENDOR's employee who shall serve as SBBC's primary security contact and shall be available to assist SBBC in resolving obligations associated with a security breach of confidentiality of education records;

8) purge education records from any media once the media is no longer in use or is to be disposed; and

9) return, at SBBC's request, all education records to SBBC (at no additional cost and in a format that is compatible with SBBC's information technology systems) upon termination of this Agreement, or purge the education records in compliance with the applicable Florida Retention Schedules and provide SBBC with a written acknowledgment of said disposition. All education records remain the property of SBBC, and any party contracting with SBBC serves solely as custodian of such information pursuant to this Agreement and claims no ownership or property rights thereto.

(c) Liability. University shall, for itself, its officers, employees, agents, representatives, contractors or subcontractors, to the extent permitted by Florida law and subject to the limitations of section 768.28, Florida Statute 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. Nothing in this section shall be construed as a waiver of University's sovereign

immunity or as an extension of University's liability beyond the limits established in section 768.28, Florida Statutes.

(d) The requirements of this section supersede any uses and disclosures of education records or the like as listed in University's privacy policies.

3.. **University Re-Disclosure of Disclosing Party's Education Records.**

University will re-disclose the following education records to Littera (subprocessor) to ensure student eligibility, matching to service, tracking student progress, and data cleaning:

(a) Student First Name
(b) Student Last Name
(c) Student date of birth
(d) Florida Education Identifier (FLEID)
(e) Student Information System Identification (SISID)
(f) District Number
(g) District Name
(h) School Number
(i) School Name

4. **Third Party Safeguarding the Confidentiality of Education Records**. For any and all education records and employee records that University rediscloses to any and all entities with which it contracts or utilizes ("third parties ") pursuant to the terms of this Agreement, University shall ensure that those third parties comply with the terms of this Agreement, including but not limited to the safeguarding requirements of this Agreement. University 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 .

5. **Assessment of Data Protection Controls.**

(a) University or any of University's subcontractors with access to SBBC data shall provide an attestation stating University and/or University'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 University or any of University's subcontractors with access to SBBC data under this Agreement.

(b) At a minimum, the assessment shall show what controls are used to:

1) protect SBBC against unauthorized access, unauthorized disclosure, and damage;

2) reduce the risk of compromise of the availability, integrity, confidentiality, and privacy of the provided SBBC data;
3) ensure SBBC student and/or staff personal information is collected, used, retained, disclosed, and disposed of in a manner to meet UNIVERSITY'S objectives while also ensuring the data is protected from unauthorized use or disclosure; and
4) monitor compliance with established cybersecurity controls.

(c) University and/or University'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. University shall provide SBBC an attestation of continued compliance by University and/or University's subcontractors with access to SBBC data within ten (10) business days of written request by SBBC.

6. **No Disclosure of SBBC Employee Records.**

SBBC shall not disclose any employee records to University pursuant to this Agreement. However, should University come into contact with employee records during the course of contracted responsibilities, these records shall only be disclosed pursuant to federal and state laws.

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FOR DISTRICT:

(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

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FOR UNIVERSITY:

(Corporate Seal)

THE UNIVERSITY OF FLORIDA BOARD OF TRUSTEES.

ATTEST:

By: _____

_____
Corporate Secretary Signature

Print Name: Joseph Glover

-or-

Title: Interim Provost

_____
Witness Signature
Print Name: Jillian Snyder

Date: 9/18/2026

_____
Witness Signature
Print Name: Kimberly Bagley

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 Alachua

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this Sept. 18, 2026 (*date*) by Joseph Glover (*name of officer or agent, title of officer or agent*) of University of Florida Board of Trustees (*name of corporation acknowledging*), a _____ (*state or place of incorporation*) corporation, on behalf of the corporation. He/she is ☑ personally known to me or has produced _____ (*type of identification*) as identification and who did first take an oath this 18 day of September, 2026.

My Commission Expires:

_____
Signature – Notary Public

(SEAL)

REBECCA J. HOLT
Commission # HH 693637
Expires September 9, 2029

Rebecca J. Holt
Printed Name of Notary

HH 693637
Notary's Commission No.

260914uflastingercleancopy

Status: ORIGINAL

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

2026-03-31	Special School Board Meeting
CATEGORY:	A. Academics
DEPARTMENT:	Academics

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

TITLE: **The University of Florida Board of Trustees – Data Sharing**

REQUESTED ACTION: **Approve the Agreement between the School Board of Broward County, Florida (SBBC), and The University of Florida Board of Trustees (UF). 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
- Agreement

FINANCIAL IMPACT:

There is no financial impact to the District.

STRATEGIC PLAN ALIGNMENT:

Student Focus Outcomes

Goal 4: College & Career Readiness **OR** **Business Operations**

BOARD ACTION:

(For Official School Board Records Only)

APPROVED

SOURCE OF ADDITIONAL INFORMATION

Name:	Dr. Fabian Cone	Phone:	754-321-2618
Name:	Dr. Angela Fulton	Phone:	754-321-2100

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Senior Leader & Title

Dr. Fabian Cone, Chief Academic Officer

Signature

Dr. Fabian Cone, Chief Academic Officer Mar 31, 2026

Electronic Signature

Form \$4189 Revised 7/24

HH/JJS

Approved in Open Board Meeting On: March 31, 2026

By: School Board Chair

Docusign Envelope ID: AB73B04F-C05B-4194-83D6-F40312F6B563
Docusign Envelope ID: 71AB1A4A-1F7D-4FCB-A360-88373B9875B1

DATA SHARING AGREEMENT

This Data Sharing Agreement ("**Agreement**") is entered into by and between

The School Board of Broward County, Florida (SBBC)
("**Disclosing Party**"), whose current mailing address is Kathleen C. Wright Administration Center, 600 S.E. Third Avenue, Fort Lauderdale, FL 33301, and

The University of Florida Board of Trustees (UF)
("**Receiving Party**") whose current mailing address is 207 Grinter Hall, PO Box 115500, Gainesville, FL 32611-5500.

At times, Disclosing Party and Receiving Party are referred to singularly as "**Party**" and collectively as "**Parties**."

WHEREAS, the Parties have set forth certain relevant definitions on the attached **Exhibit "A"**.

WHEREAS, the Parties have set forth certain relevant privacy and IT security provisions on the attached **Exhibit "G"**.

WHEREAS, Receiving Party has agreed to provide Disclosing Party with certain educational or research-oriented services ("Services") as more fully described on the attached **Exhibit "B"**.

WHEREAS, in order to provide the Services, Receiving Party may receive and Disclosing Party may provide documents or data that are covered by the laws of the United States of America (the "**Federal Laws**").

WHEREAS, the documents and data transferred from Receiving Party and/or accessed by Receiving Party in the performance of the Services shall be subject to the laws of the State of Florida. ("**State**", "**State Laws**"), and such additional rules or restrictions as set forth on the attached **Exhibit "E"**;

WHEREAS, this Agreement complies with all relevant State Laws and Federal Laws (collectively, the "**State and Federal Laws")**; and

WHEREAS, the Parties wish to enter into this Agreement to ensure that accessing and/or transferring of data resulting from the performance of the Services complies with the requirements of the privacy laws referred to above and to establish implementing procedures and duties.

NOW THEREFORE, for good and valuable consideration, the Parties agree as follows:

Section 1. Background and Purpose

According to Florida Statutes 1003.485, 1008.366, and 1004.561, UF Lastinger Center is designated, among other responsibilities, to develop and administer programs to improve student achievement outcomes in early learning, literacy, and mathematics; provide professional learning including micro-credentials for educators to improve the quality of instruction in early learning, literacy, and mathematics; and conduct and publish research on teaching and learning in early learning, literacy, and mathematics, as well as on professional learning for educators. Additionally, the UF Lastinger Center for Learning is the administrator of the New Worlds Tutoring Program (referred to as the Florida Tutoring Advantage or FTA). Access to data is necessary for UF Lastinger Center to determine program eligibility, evaluate program impacts, conduct research, and assist with reporting requirements (ss. 1003.485, 1008.366, and 1004.561, F.S.). The purpose of this Agreement is to document the rights and obligations of the Parties with respect to the transmission, storage, use, and destruction of certain protected

or confidential information with a clear, concise, and comprehensive agreement around key issues related to ethical and legal data sharing. A secondary purpose is to provide transparency for various stakeholders including, but not limited to, families, educators, administrators, and local school board members.

Section 2. Term

The term of this Agreement begins upon execution by the last party to sign and ends on June 30, 2028, unless terminated earlier pursuant to Section 12 (Termination) of the Agreement.

Section 3. Transfer and Use of Data

Pursuant to this Agreement and in accordance with the State and Federal Laws, Receiving Party will receive from Disclosing Party, via secure data transfer methods, the protected or confidential information set forth in Section 4 below or as more fully described in the attached **Exhibit "D"** (the "**Data**") and **Exhibit "F"** (the "**Narrative**") and **Exhibit G.** The Receiving Party may use such Data only for the purposes of providing the Services and that any data sub-processors or data systems will be held to strict accordance with the terms of this Agreement **and to sub-processors and/or data systems**. The Parties agree and represent that the Data shared under this Agreement is narrowly tailored to meet the applicable exceptions set out in Section 5, below. For the purpose of this Agreement, the definitions of "directory information," "education records," and "personally identifiable information" are set out in 34 C.F.R. § 99.3.

Section 4. Data To Be Shared

The Parties agree that Disclosing Party will share with Receiving Party the data set out in **Exhibit "D", Exhibit "F",** and **Exhibit "G".**

Section 5. Applicable FERPA Provisions

The following FERPA exceptions apply:

X *Studies Exception*: 20 U.S.C. § 1232g(b)(1)(F) and 34 C.F.R. § 99.31(a)(6). This section of FERPA is meant to allow educational researchers to analyze data and provide results and/or analysis back to the Disclosing Party in order to improve instruction and improve educational outcomes. (If checked, fill out **Exhibit C**)

☐ *School Official or Representative (or Outsourced Services) Exception*: 34 C.F.R. §§ 99.31(a)(1) and 99.7(a)(3)(iii) In which case the following applies "school official", or otherwise qualifies under the "studies exception", under FERPA and has a legitimate educational interest in personally identifiable information from education records because for purposes of this Agreement, Receiving Party: (1) provides a service or function for which the local educational agency ("LEA") would otherwise use employees; (2) is under the direct control of the LEA with respect to the use and maintenance of education records; and (3) is subject to the requirements of FERPA governing the use and redisclosure of personally identifiable information from education records. (If checked, A description of Receiving Party's services and qualifications as a "school official" are set forth in **Exhibit "B"** ("**Services**").)

Section 6. Confidentiality and Data Governance Provisions

The Parties agree to comply with the State and Federal Laws. Each Party agrees to protect with reasonable data security procedures any confidential student information it receives or accesses that could make a student's identity traceable. Each Disclosing Party agrees that the data shall be treated as FERPA-confidential and in accordance with this Agreement regardless of which Party possesses the data. Where applicable, each Party shall comply with such additional privacy and parental consent requirements as set forth in the Children's Online Privacy Protection Act ("COPPA"), at 15 U.S.C. 6501-6506 (16 C.F.R. Part 312). In addition, the Parties shall conduct certain surveys in accordance with the relevant provisions of the Protection of Pupil Rights Amendment ("PPRA") at 20 U.S.C. 1232h (34 C.F.R. Part 98).

Section 7. Data Studies

For any and all studies to be performed by Receiving Party:

(a) Receiving Party may use personally identifiable information (PII), which is information that identifies (or could be used to re-identify) an individual, from education records provided by Disclosing Party only to meet the purpose or purposes of the study.

(b) The Parties agree that Receiving Party may conduct the study in a manner that does not permit the personal identification of parents and students by anyone other than representatives of the organization with legitimate interests in the study.

(c) Receiving Party understands and agrees that it may not publish any study that contains any PII. Receiving Party agrees to adhere to Privacy Measures when publishing any data or study, in order to protect the privacy and confidentiality of the individuals involved.

(d) Disclosing Party retains an express right to review any data prior to publication by Receiving Party and to verify proper disclosure avoidance techniques have been used.

(e) Receiving Party may allow internal access to PII received in connection with this Agreement only to individuals with a need to know the same and Receiving Party shall take steps to maintain the confidentiality of the PII at all stages of the study, including within the final report, by using appropriate disclosure avoidance techniques.

(f) De-Identified Data: Data that has been de-identified is not considered student data and is not subject to the terms and restrictions in this agreement. Under no circumstances shall Receiving Party attempt to re-identify De-identified Data.

(g) Research and Program Evaluation:

(1) SBBC Policy 6313 requires primary investigators of program evaluation studies conducted by Receiving Party that impact the daily activities of students, parents, or staff, OR require use of data from the same individuals must submit a Research Request to the Disclosing Party's Institutional Review Board (IRB) for review and approval prior to the initiation of any study-related activities. The Disclosing Party's IRB and Research Review Process reviews the design, procedures, and potential impact on school and district operations to ensure the following:

i. the purpose, scope, limitations, and duration of study is clearly outlined;
ii. the protection of human subjects in the research process;
iii. education records are only used for purposes of the identified study;
iv. education records are only used by representatives of the organization identified in this agreement; and
v. the safe and confidential storage and transmittal of education records.

(2) The purposes of the studies to be conducted by the Receiving Party are to evaluate the effectiveness of Lastinger Center's programs in improving student reading and mathematics achievement.

(3) The duration of study activities commenced on the date of original agreement execution and must concluded at the end of business on June 30, 2028 and must be conducted during the term of this Agreement. If IRB renewal is necessary, it must be submitted yearly during the duration of this Agreement before expiration.

(4) Receiving Party shall destroy or return any disclosed information to SBBC when no longer needed for the purposes for which the study is to be conducted.

(5) Receiving Party shall comply with all requirements of the Disclosing Party's IRB and Research Review Process. Questions regarding this process may be directed to BCPS.IRB@browardschools.com.

Section 8. Data Ownership

Except as expressly set out in this Agreement, Receiving Party does not own any education record or PII contained therein. The official or representative is authorized to use the record only as set out in this Agreement, or as provided in Related Contract (if applicable).

Section 9. Data Destruction

(a) Receiving Party may retain education records obtained under this Agreement and 1) may disclose Aggregate data to the public, and 2) may provide data to third-party researchers, but must ensure that the release of data does not permit the release of personally identifiable information or confidential student records. This Term may be amended only by a written Agreement that otherwise complies with 20 U.S.C. § 1232g and its implementing regulations in 34 C.F.R. Part 99. Notwithstanding anything to the contrary, Receiving Party may retain anonymized data received under this Agreement.

(b) Notwithstanding any other term of this or any other Agreement, Disclosing Party retains the right to terminate Receiving Party's access to education records or derivative PII without advance notice as necessary to ensure the security of PII and disclosure of PII in compliance with this Agreement. Furthermore, an authorized representative of Disclosing Party may, upon ten (10) days written notice, inspect Receiving Party's security protocols and arrangements to ensure compliance with this Agreement.

(c) De-Identified Data: Receiving Party's use of De-Identified Data shall survive termination of this Agreement or any request by Disclosing Party to return or destroy PII. De-Identified Data may be used by Receiving Party for those purposes allowed under FERPA and the following purposes: (1) assisting Disclosing Party or other governmental agencies in conducting research and other studies; and (2) research and development of Receiving Party's educational sites, services, or applications, and to demonstrate the effectiveness of the Services. Under no circumstances shall Receiving Party attempt to re-identify De-identified Data. Receiving Party may retain data and 1) may disclose Aggregate data to the public, and 2) may provide de-identified data to third-party researchers, but must ensure that the release of data does not permit the release of personally identifiable information or confidential student records.

Section 10. General Data Terms

(a) The Parties each individually and collectively represent that under all terms of this Agreement the disclosure of education records or other Data is for an education purpose and the access is narrowly tailored to permit disclosure of PII and education records or other Data only as essential to carry out the terms of the evaluation, study, project, service, or program.

(b) Receiving Party agrees that it and its employees and authorized representatives who access information pursuant to this Agreement will use the information only for the purpose(s) expressly authorized under this Agreement and the Related Contract (if applicable) and shall not use or disclose the information for any other purpose except by written amendment to this Agreement. This Agreement further expressly prohibits "unauthorized look-ups."

(c) The Parties each individually and collectively represent that Receiving Party will allow access to PII only to those individuals employed by Receiving Party with a need to know.

(d) Receiving Party represents that it will ensure that each individual with whom it shares the PII shall be bound by confidentiality provisions no less strict than the confidentiality provisions in this Agreement.

(e) Notwithstanding anything to the contrary Receiving Party may disclose or share information with a third-party who has also entered into a data sharing agreement with Disclosing Party that is the same or substantially the same as this Agreement.

(f) Receiving Party shall develop, implement, maintain and use appropriate administrative, technical and physical security measures to preserve the confidentiality, integrity and availability of all data, including electronically-maintained or transmitted data received from, or on behalf of Disclosing Party ("**Security Measures**"). Receiving Party shall comply with all State and Federal Laws related to a data breach involving personal information.

Section 11. Breach

Any breach of this Agreement leading to unlawful disclosure of education records, PII, or other Data that is covered under State and Federal Laws constitutes a material breach of this Agreement and constitutes cause for immediate termination by Disclosing Party.

Section 12. Termination

Either party may terminate this Agreement without cause upon fifteen (15) days' written notice Any duty of confidentiality as to information protected by State and Federal Laws at any time subject to the Agreement shall survive this Agreement notwithstanding termination of this Agreement.

Section 13. Data Officials

The following individuals are designated as the Data Compliance Official and Data Custodian for the purpose of this agreement, which individual may be updated at any time upon written notice from one Party to the other Party.

Disclosing Party:

Name: Trey Davis

Title: Chief Information Officer

and

Name: Adam Iarussi

Title: Evaluation Administrator

Receiving Party

Name: Tyran Butler

Title: Assistant Center Director

Section 14. Miscellaneous Contract Terms

14.1 This Agreement, including and together with any exhibits, attachments, and appendices, constitutes the sole and entire agreement between the Parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, regarding such subject matter. Nothing in this Agreement shall be construed or interpreted to allow either party to maintain, use, disclose, or otherwise share PII in a manner or not allowed by the State and Federal Laws.

14.2 If any term or provision of this Agreement is found by a court of competent jurisdiction to be invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon a determination that any term or provision is invalid, illegal, or unenforceable, the Parties shall negotiate in good faith to modify this Agreement to effect the original intent of the Parties as closely as possible in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

14.3 No amendment to, or modification of, this Agreement is effective unless it is in writing and signed by each Party. No waiver by any Party of any of the provisions of this Agreement shall be effective unless explicitly set forth in writing and signed by the Party so waiving. No failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from this Agreement shall operate or be construed as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

14.4 This Agreement is binding on and inures to the benefit of the Parties and their respective successors and permitted assignees. Neither Party may assign, transfer, delegate, or subcontract any of

its rights or obligations under this Agreement without the prior written consent of the other Party. Any purported assignment or delegation in violation of this Section shall be null and void. Notwithstanding the foregoing, either party may assign this Agreement, without the other party's consent, (i) to any parent, subsidiary, or affiliate entity, or (ii) to any purchase of all or substantially all of such party's assets or to any successor by way of merger, consolidation or similar transaction.

14.5 If a conflict exists between State and Federal Laws, and this Agreement, State and Federal Laws shall govern. Each Party irrevocably and unconditionally submits to the exclusive jurisdiction of the federal and state courts located in the State.

14.6 This Agreement and all matters arising out of or relating to this Agreement are governed by, and construed in accordance with, the laws of the State without giving effect to the conflict of laws provisions thereof.

14.7 This Agreement may be executed electronically and in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement.

14.8 Any notice, communication, request, approval, or consent that may be given or that is required to be given under the terms of this Agreement shall be in writing, and shall be sent certified mail, return receipt requested, to the address for each party shown on the face of this agreement. Notice given by or to the attorney for either party shall be as effective as if given by or to that party

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the Effective Date by their respective officers thereunto duly authorized.

FOR SBBC: (Disclosing Party)

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

By: _____
Sarah Leonardi, Chair

ATTEST:

Date: _____

_____
Dr. Howard Hepburn
Superintendent of Schools

Approved as to Form and Legal Content:

V Balkanski Digitally signed by V Balkanski Date: 2026.03.10 13:29:30 -04'00'

Office of The General Counsel

FOR UF (Receiving Party)

(Corporate Seal)

University of Florida Board of Trustees

Signature: Joseph Glover

Print Name: Joseph Glover

Corporate Secretary Signature

Title: Interim Provost

-OR-

Date: 3/12/2026 | 10:03 AM EDT

Witness Signature

Print Name

Witness Signature

Print Name

Exhibit "A" – Definitions

For purposes of this Agreement, the Parties agree that capitalized terms shall have the following meanings

"Federal Laws"

Several relevant federal statutes and their implementing regulations including, but not limited to, the Family Educational Rights and Privacy Act ("FERPA") at 20 U.S.C. 1232g (34 CFR Part 99), Children's Online Privacy Protection Act ("COPPA"), at 15 U.S.C. 6501-6506 (16 CFR Part 312), and Protection of Pupil Rights Amendment ("PPRA") at 20 U.S.C. 1232h (34 CFR Part 98).

"Privacy Measures"

When publishing tables, cell suppression and other methods of disclosure avoidance can be used to ensure students cannot be identified through small numbers displayed in table cells. Receiving Party must mask any cells containing fewer than five students and may be required to mask further to avoid any risk that data could be paired with other available data to identify students. Receiving Party agrees to mask data in such a way to avoid this risk.

"Security Measures"

Receiving Party shall develop and implement procedures, and systems to ensure that all confidential student and staff data processed, stored, and/or transmitted under the provisions of this Agreement shall be maintained in a secure manner that prevents the interception, diversion, or other unauthorized access to said data. The procedures and systems developed and implemented to process, store, or transmit data provided under this Agreement shall be designed to ensure that any and all disclosures of confidential student and staff data comply with all provisions of federal (HIPAA, FERPA, E-Government, etc.) and State Laws relating to the privacy rights of students and staff as such laws are applicable to the parties to this Agreement. These measures will be extended by contract to all subcontractors used by Receiving Party who have access to the data provided under this Agreement.

"De-identified Data"

Data where any and all Personally Identifiable Information (PII) has been removed. The process of de-identifying data protects the privacy of students.

Typically, a computer system will store a student's name, student ID number, birthdate, etc. along with their attendance data, assessment scores, and/or usage of a software program. In that situation, a researcher or other party knows exactly which data goes with which student, and the students are "identifiable." De-identified Data, on the other hand, is data where student names, student ID numbers, dates of birth, etc. have all been removed such that no one knows who the students are when analyzing the data. According to the U.S. Department of Education, "De-identified data may be shared without the consent required by FERPA (34 CFR §99.30) with any party for any purpose, including parents, general public, and researchers (34 CFR §99.31(b)(1))."

For further explanation and examples of how and why these and other terms are used, please visit https://dataprivacyforstudents.org

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Exhibit "B" – Services

The University of Florida Lastinger Center for Learning provides to districts a range of professional learning programs for educators, state initiatives that offer services to students and families, and research and development projects that guide the creation of new products and services to serve education stakeholders.

Other services may be provided under Memoranda of Understanding and contracts for service.

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Exhibit "C" - Studies Exception

If you selected "Studies Exception" in Section 5, complete the following (or attach study documentation):

a. Purpose of the studies to be conducted:

(i) Professional Learning Evaluation Study

This study aims to improve instruction for teachers in the district or LEA per 34 CFR § 99.31(a)(6)(i)(C). According to s. 1004.561, F.S. (2024), UF Lastinger Center is designated, among other responsibilities, to develop and administer programs to improve student achievement outcomes in early learning, literacy, and mathematics; provide professional learning [including micro-credentials] for educators to improve the quality of instruction in early learning, literacy, and mathematics; and conduct and publish research on teaching and learning in early learning, literacy, and mathematics, as well as on professional learning for educators. In this way, UF Lastinger Center performs institutional services per 34 CFR § 99.31(a)(1)(i)(B) for the state of Florida, and thereby for every district in the state, by developing and administering programs and professional learning to improve student achievement outcomes and improve the quality of instruction in early learning, literacy, and mathematics. To best perform these services, UF Lastinger Center requests access to data to evaluate the effectiveness of Lastinger Center's programs in improving student reading and mathematics achievement. Analyses of educator and student engagement with Lastinger Center programs, and the impact such engagement has on educator and student outcomes, will support continued development of programs and products that support teacher effectiveness and student success. Moreover, results of such analyses will provide valuable insights to district and school officials about the types of skills and environments that are most likely to produce higher levels of teacher satisfaction and effectiveness, as well as student success and educational attainment. Finally, aggregated results of studies of efficacy and impact of Lastinger Center programs will be disseminated to the broader research and practice community so that insights on what has been successful at the Lastinger Center may have a broader impact on the larger education community. All disseminated findings would mask identities of any educators, students, schools, and districts so that identities would remain confidential.

(ii) ALTER-Math Tutoring Agent Study if applicable

Led by the University of Florida (UF), ALTER-Math shifts students' roles from passive learners into proactive teachers to AI through an advanced learning framework, learning-by-teaching. ALTER-Math, aims to double the rate of algebra learning for students, particularly for those from low-income households, by developing effective, scalable, and responsible AI-enhanced teachable agents, utilizing large language models (LLMs) and cutting-edge AI technologies. Our study seeks to answer the following research question: "How effectively does the AI-powered teachable agent engage students and improve students' mathematical achievements?" The UF Lastinger Center requests access to data to inform the ongoing evaluation and iterative improvement efforts necessary to achieve the project goals. The results of the analyses will provide key insights to the relationships between ALTER-Math usage patterns and student academic achievement in mathematics for learnings in any subgroup, highlighting opportunities for ongoing improvement for the tutoring agent.

b. Scope of the proposed study:

(i) Professional Learning Evaluation Study

The scope of the proposed studies include analyses of deidentified student data examining students' reading and mathematics scores before, during, and following direct (as participants) and/or indirect (as students of educators) exposure to UF Lastinger Center programs and by comparing reading and mathematics scores for students with and without direct (as participants) and/or indirect (as students of educators) exposure to Lastinger Center programs.

(ii) ALTER-Math Tutoring Agent Study if applicable
Upon electing to participate in this study, teacher participants will integrate the usage of ALTER-Math in their instruction of middle school or Algebra I mathematics students. We recommend that teachers plan for 30-minutes of learning activities with ALTER-Math every week. However, it is completely up to teachers how they would adopt ALTER-Math in their instructional plans. In this study, our data collection methodology combines qualitative and quantitative strategies to ensure comprehensive coverage and reliability. We prioritize ethical considerations by deidentifying all data to protect participant privacy and uphold confidentiality. Participants, including teachers and students, are informed of their rights during the recruitment and consent processes. The opt-out process is straightforward and can be initiated at any stage, ensuring that participants feel comfortable and respected throughout the study. Our study will evaluate both the cognitive (i.e., students' mathematics performance as assessed through FAST progress monitoring) and affective outcomes (i.e., engagement) collected from the students, further analyzed based on their demographics (e.g., gender, race, low-income status).

c. Duration of the study:

(i) Professional Learning Evaluation Study
These studies will remain active as long as this Agreement is active.

(ii) ALTER-Math Tutoring Agent Study if applicable
This **ALTER-Math Tutoring Agent** research project will end in 2027. For the study planned in Spring 2025, we aim to conduct the study activities including teachers and students for no more than three months. We expect to request a research collaboration for more studies of similar length in Spring 2026 and 2027.

d. Information to be disclosed: (see Exhibit D)

Exhibit "D" - Data

Data Fields Requested	Requested for			
	Florida Tutoring Advantage	Early Learning Professional Learning	Literacy Professional Learning	Math Professional Learning
1. Student First Name	✓	N/A	N/A	N/A
2. Student Last Name	✓	N/A	N/A	N/A
3. Student FLEID	✓	✓	✓	✓
4. Student SISID	✓	✓	✓	✓
5. Parent First Name	N/A	N/A	N/A	N/A
6. Parent Last Name	N/A	N/A	N/A	N/A
7. Parent Mailing Address	N/A	N/A	N/A	N/A
8. Parent Email Address	N/A	N/A	N/A	N/A
9. Parent Phone Number	N/A	N/A	N/A	N/A

✓ and shading indicates what program needs the particular data field(s).

Part 1: Industry-Standard Data

List of Data Fields Requested
For ALTER-Math project: Student Math Nation User ID/Username if applicable
Student Date of Birth
Course
Teacher Name
Teacher Email Address
Teacher ID
Teacher Role
Teacher Job Title
Teacher Employment Status
Teacher Certification(s) & Endorsement(s)
Teacher Years in District
Teacher Highest Degree
~~Student Free/Reduced Lunch Status~~
Date Enrolled in Grade/Course with Teacher
Days Enrolled in Grade/Course with Teacher
Days Absent from Grade/Course with Teacher
EOC ELA/Math Scaled Score

EOC ELA/Math Achievement Level
EOC ELA/Math Percentile Rank
(Approximate) Date of Administration for each Achievement Measure Provided
ELA/Math Course Grade
Student Attendance Actual (days attended in given quarter)
Student Attendance Expected (Days assigned in given quarter)
Student Tier Support Level 2 Flag
Student Tier Support Level 3 Flag

List of Data Fields that May be Requested if not Provided by FL Department of Education
Student District Number
Student District
Student School Number
Student School Name
Student Grade
Student Age
Student Sex
Student Race/Ethnicity
Student English Proficiency status
Home Language
Student Exceptionality (Primary and Other)
Star Early Literacy/Reading/Math Scaled Score for PM1, PM2, PM3
Star Early Literacy/Reading/Math Achievement Level for PM1, PM2, PM3
Star Early Literacy/Reading/Math Percentile Rank for PM1, PM2, PM3
FAST ELA/Math Scaled Score for PM1, PM2, PM3
FAST ELA/Math Achievement Level for PM1, PM2, PM3
FAST ELA/Math Percentile Rank for PM1, PM2, PM3

Third-Party Data:

Districts partnered with third-party services funded by the Lastinger Center agree to provide all relevant data generated by said third-party services to the Lastinger Center. This data may include, but is not limited to, tutoring sessions, third-party assessments, and other relevant educational activities. This data sharing is necessary for the evaluation and improvement of program effectiveness to comply with legislative mandates. The districts ensure that all necessary permissions and consents have been obtained to share this data in compliance with applicable laws and regulations.

Part 2: Additional Data (if applicable)

Docusign Envelope ID: AB73B04F-C05B-4194-83D6-F40312F6B563

Docusign Envelope ID: 71AB1A4A-1F7D-4FCB-A360-883738987581

_____

_____

Part 3: Excluded Data (if applicable):

Notwithstanding the foregoing, the following information will not be transferred to Receiving Party:

_____

_____

Exhibit "E" - Additional Rules or Restrictions (if applicable)

NONE

Docusign Envelope ID: AB73B04F-C05B-4194-83D6-F40312F6B563
Docusign Envelope ID: 71AB1A4A-1F7D-4FCB-A360-88373B9875B1

Exhibit "F" - Data Narrative

UF Lastinger Center's Need for Data Sharing

UF Lastinger Center's professional learning products are built upon decades of research on how students prepare for Kindergarten, learn to read, and do mathematics across PK–12, the types of pedagogical practices that best support student learning, and best practices for how to engage adult learners in online and in-person learning contexts. UF Lastinger Center's professional learning provides job-embedded opportunities for educators to apply what they have learned directly in their current context, which translates into enhanced teaching and student learning for years to come.

Meticulously developed to ensure a high-quality professional learning environment, UF Lastinger Center's professional learning programs are designed to make a positive impact on both educators and students. We maximize our impact by engaging in continuous improvement and iterative refinement. We use two parallel pathways to continually enhance our professional learning offerings. First, we examine educators' participation data (e.g., completion rates, knowledge gains, reported self-efficacy, feedback, and satisfaction). These data are collected in our professional learning programs. Second, we examine the impact of our programs on students, with a keen focus on the context of their learning environments - classroom, school, and district. These secondary data are obtained through data sharing agreements between school districts, state entities, and UF Lastinger Center.

A clear understanding of impacts on teacher practice and student learning is beneficial for UF Lastinger Center as it allows us to tailor our professional learning to better serve the unique needs of each community. By agreeing to a data sharing agreement, school districts play a crucial role in this process, contributing to the enhancement of the learning experience for educators and students alike. Moreover, a comprehensive and accurate portfolio of data about teachers and students enables us to provide more meaningful reports to districts and schools. The reports provided by UF Lastinger Center describe district return on investment in teacher professional learning. Further, the reports describe how UF Lastinger Center's professional learning supports the work already happening in districts and schools to improve teaching effectiveness and student achievement in measurable ways. The information provided by UF Lastinger Center provides districts with a more detailed picture of teaching and learning environments, which can be used to make decisions about how to better support teachers and students to meet district goals.

UF Lastinger Center's Need for Teacher Data

UF Lastinger Center aims to fully understand the impacts of our state initiatives and professional learning programs so that we can provide clear, actionable insights to districts about teacher and student impacts. The analysis to understand these impacts requires a process whereby teachers who have participated in UF Lastinger Center professional learning are matched to comparison teachers who have not participated in UF Lastinger Center professional learning. Analyzing student data from a matched teacher sample allows us to understand whether our impacts are measurable and expected across similar contexts (e.g., by comparing "apples to apples"). This kind of comparison is vital as we create and enhance our professional learning programs to be responsive to district and school needs, while also being scalable to support educators across Florida. The process for selecting matched teachers would be fully described and agreed upon as part of the data sharing process. The data needed for matching is based upon known teacher and school demographic information, and typically includes constructs like teacher certification and pathway (e.g., alternative/traditional), years experience, grade/course, gender,

race/ethnicity, school grade, school FRL rate, school English Language Learner proportion, and school race/ethnicity makeup.

UF Lastinger Center's Need for Student Data

UF Lastinger Center ultimately aims to impact student learning in reading and mathematics through high-quality professional learning. Receiving student data to understand these impacts is vital. We request districts to provide student data that can be merged with educator data to understand whether students of teachers engaged in UF Lastinger Center professional learning have higher scores, make stronger gains, and meet benchmarks as compared to students of teachers not engaged in UF Lastinger Center professional learning.

We need data that reflects student performance and learning outcomes so that we can make sense about how UF Lastinger Center's professional learning programs are working for different types of students. Having the FLEID allows for longitudinal analyses to understand cumulative impacts on students as they move through the K-12 system. More precisely, we are requesting student-level data for the following purposes:

- **Personalized Improvement:** Student-level data allows for a more granular understanding of student performance connected to specific teachers participating in particular UF Lastinger Center programs. We can make sense of how differences in student outcomes are connected to specific ways teachers have learned from professional learning programs, and how their practice has changed. This is instrumental in tailoring and improving the course(s).
- **Promotion of State Initiatives:** Student-level data allows us to privately promote state initiatives to the families of eligible students who can benefit from participation in the Florida Tutoring Advantage.
- **Impact Measurement:** Student-level data helps us measure the direct impact of professional learning on student outcomes, which is a powerful way to assess program effectiveness.
- **Identifying Patterns:** Student-level data can help identify patterns and trends in student performance across different classrooms, schools, or districts. These insights can guide systemic improvements and policy decisions.
- **Research and Development:** Student-level data can contribute to research efforts aimed at understanding effective teaching strategies and interventions, leading to the development of better teaching methods and tools.
- **Accountability and Transparency:** Student-level data promotes accountability and transparency by providing evidence of the impact of professional development programs, showing districts their return on investment.

For instance, careful analysis of student-level data from matched teachers will allow us to say things like this:

When teachers have shown evidence of ___ ways of being able to engage students in learning ____ mathematics or reading, and when students have ___ types of characteristics, students are able to make ___ types of gains in ___ type of reading or mathematics. Therefore, it is important for teachers to be able to support students in ____ specific types of ways of engaging in learning, and students with ___ types of characteristics are going to need ____ types of different supports so that ___ student outcomes can be achieved.

Relying solely on aggregated student data significantly limits our ability to make nuanced claims about the impact of our professional learning programs. For instance, if we only had access to aggregate data such as the proportion of students with specific characteristics (e.g., demographics, grades, attendance) or achievement levels on the FAST mathematics assessments, we would be unable to understand the individual experiences of students with the implementation of these programs.

With only aggregate data, we could make broad statements such as, "UF Lastinger Center professional learning programs work well when certain student and teacher characteristics are present." However, this overlooks the possibility that a specific type of student, who might be present in most classrooms, is not benefiting from the implementation as expected. Without individual-level data, we would not be aware of this issue and might mistakenly conclude that the impact was smaller than anticipated. Student-level data is essential to capture these nuances and drive meaningful improvements in our professional learning system.

Data Security and Identity Confidentiality

Data are stored in **dual-authenticated, password protected** files stored in UF-approved local or cloud storage locations. Per University of Florida policy, "electronic data should be saved on a device that has the appropriate security safeguards such as unique identification of authorized users, password protection, encryption, automated operating system patch (bug fix) management, anti-virus controls, firewall configuration, and scheduled and automatic backups to protect against data loss or theft." Only those who need access on the research team to conduct analysis will be granted access to the data. Any public reporting of findings in any form will keep the identities of participants, schools, and the district **confidential** through pseudonyms, vague language (e.g., a large school district in the southern US), and rounded demographic information so that identities may not be determined.

Requested Data (see Exhibit "D")

UF Lastinger Center is requesting student-level data for educators who engaged in UF Lastinger Center professional learning, as well as for student-level data from an anonymized matched sample of teachers as a comparison (see Exhibit "D") for the teacher's students the year prior to participation in our professional learning and the subsequent year to have better baseline and longitudinal measures of impact.

EXHIBIT "G" - Disclosing Party's Privacy and Security Clauses

1. Disclosing Party's Disclosure of Education Records.

a) Disclosing Party staff will provide Receiving Party with the Personally Identifiable education records in this section for the following purposes:

(1) To evaluate the impact of Receiving Party's provider programs:

(a) Florida Tutoring Advantage
(b) Early Learning Professional Learning
(c) Literacy Professional Learning
(d) Math Professional Learning

(2) To report de-identified program outcome data to stakeholders and State of Florida agencies.

(3) To provide professional learning to Disclosing Party's staff.

b) Disclosing Party staff will provide Receiving Party with the following education records, via secure email.

(1) See **Exhibit D – Data**, for the specific types of education records disclosed for each program. No parent or guardian information shall be provided for the programs under this Agreement.

c) FERPA exceptions to consent.

(1) Information to Receiving Party for studies and evaluation:

(a) Studies Exception. 20 U.S.C. § 1232g(b)(l)(F) and 34 C.F.R. § 99.3 l (a)(6). This section of FERPA is meant to allow educational researchers to analyze data and provide results and/or analysis back to the Disclosing Party in order to improve instruction and improve educational outcomes. **See Exhibit C - Studies Exception.**

(2) To provide professional learning to Disclosing Party staff.

(a) School Official or Representative (or Outsourced Services) Exception. 34 C.F.R. § § 99 .3 l (a)(l) and 99.7(a)(3)(iii). In which case the following applies "school official", or otherwise qualifies under the "studies exception", under FERPA and has a legitimate educational interest in personally identifiable information from education records because for purposes of this Agreement, Receiving Party: (i) provides a service or function for which the local educational agency ("LEA") would otherwise use employees; (ii)

is under the direct control of the LEA with respect to the use and maintenance of education records; and (iii)) is subject to the requirements of FERPA governing the use and redisclosure of personally identifiable information from education records. **See Exhibit "B" - Services.**

d) The requirements of this section shall supersede any uses and disclosures of education records or the like as listed in Receiving Party's privacy policies if any.

2. **Receiving Party Safeguarding the Confidentiality of Education Records**.

a) Privacy. Notwithstanding any provision to the contrary within this Agreement, Receiving Party shall:

1) Fully comply with the requirements of Sections I002.22, I002.221, and 1002.222, Florida Statutes; the Family Educational Rights and Privacy Act, 20 U.S.C § 1232g (FERPA) and its implementing regulations (34 C.F.R. Part 99), and any other state or federal law or regulation regarding the confidentiality of student information and records; and

2) Hold any education records in strict confidence and not use or re-disclose same except as required by this Agreement or as required or permitted by law unless the parent of each student or a student age 18 or older whose education records are to be shared provides prior written consent for their release; and

3) Utilize the education records solely for the purposes of providing products and services as contemplated under this Agreement; and shall not share, publish, sell. distribute, target advertise, or display education records to any third party, in compliance with Section I006.1494, Florida Statutes; and shall otherwise be in full compliance with Section 1006.1494. Florida Statutes; and

4) Notify the Disclosing Party's 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, Receiving Party 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 Disclosing Party upon request; and

2) Safeguard each education record through administrative, physical and technological standards to ensure that adequate controls are in place to protect the education records and information in accordance with FERPA's privacy requirements; and

3) Notify the Disclosing Party's Director Information Security and Assurance immediately upon discovery of an electronic breach of confidentiality of education records by telephone at 754-321-0300, and email at privacy@browardschools.com; and take all necessary notification steps as may be required by federal and Florida law, including, but not limited to, those required by Section 501.171, Florida Statutes; and

4) Fully cooperate with appropriate Disclosing Party employees, including Privacy Officer and/or Information Technology employees to resolve any privacy investigations and concerns in a timely manner; and

5) Prepare and distribute, at its own cost, any and all required breach notifications, under federal and Florida Law, or reimburse Disclosing Party any direct costs incurred by Disclosing Party for doing so, including, but not limited to, those required by Section 501.171, Florida Statutes; and

6) Be responsible for any fines or penalties for failure to meet breach notice requirements pursuant to federal and/or Florida law; and

7) Provide Disclosing Party with the name and contact information of its employee who shall serve as Disclosing Party's primary security contact and shall be available to assist Disclosing Party in resolving obligations associated with a security breach of confidentiality of education records; and

8) Purge education records from any media once the media is no longer in use or is to be disposed; and

9) Return, at Disclosing Party's request, all education records to Disclosing Party (at no additional cost and in a format that is compatible with Disclosing Party's information technology systems) upon termination of this Agreement, or purge the education records in compliance with the applicable Florida Retention Schedules and provide Disclosing Party with a written acknowledgment of said disposition. All education records remain the property of Disclosing Party, and any party contracting with Disclosing Party serves solely as custodian of such information pursuant to this Agreement and claims no ownership or property rights thereto.

c) Liability. Receiving Party shall, for itself, its officers, employees, agents, representatives, contractors, or subcontractors, fully indemnify and hold harmless Disclosing Party and its officers and employees for any violation of this section, including, without limitation, defending Disclosing Party and its officers and employees against any complaint,

administrative or judicial proceeding, payment of any penalty imposed upon Disclosing Party, or payment of any and all costs, damages, judgments, or losses incurred by or imposed upon Disclosing Party arising out of a breach of this covenant by the party, or an officer, employee, agent, representative, contractor, or sub-contractor of the party to the extent that the party or an officer, employee, agent, representative, contractor, or sub-contractor of the party shall either intentionally or negligently violate the provisions of this section or of Sections 1002.22 and/or 1002.221, Florida Statutes.

d) The obligations under this section shall survive the termination of all performance required or conclusion of all obligations existing under this Agreement.

3. **Disclosure of Disclosing Party's Employee Records.**

a) Disclosing Party staff will provide Receiving Party with the Personally Identifiable employee records in this section for the following purposes:

1) For Receiving Party to provide professional development to Disclosing Party staff for the programs listed below. Disclosing Party will have separate written Agreements for each of the following:

(a) Florida Tutoring Advantage
(b) Early Learning Professional Learning
(c) Literacy Professional Learning
(d) Math Professional Learning

2) To evaluate Receiving Party's programs, and report **de-identified** program outcome data to Disclosing Party staff.

(a) Disclosing Party staff will provide Receiving Party with the following employee records, via secure email. See **Exhibit D - Data** for the specific types of employee records disclosed for each program.

b) The requirements of this section shall supersede any uses and disclosures of employee records or the like as listed in Receiving Party's privacy policies if any.

4. **Receiving Party Safeguarding the Confidentiality of Disclosing Party's Employee Records.**

a) Privacy. Notwithstanding any provision to the contrary within this Agreement. Receiving Party shall:

1) Fully comply with the requirements of state or federal law or regulation regarding the confidentiality of employee records; and

2) Hold the employee records in strict confidence and not use or disclose same except as required by this Agreement or as required or permitted by law; and

3) Only share employee records with those who have a need to access the information in order to perform their assigned duties in the performance of this Agreement; and

4) Notify the Disclosing Party's Privacy Officer immediately upon discovery of a hard copy breach of confidentiality or 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. Receiving Party shall:

1) Protect employee records through administrative, physical, and technological safeguards to ensure adequate controls are in place to protect the employee's records and information; and

2) Notify the Disclosing Party's IT Security Assistant Director immediately upon discovery of an electronic breach of confidentiality of employee records by telephone at 754-321-0300, and email at privacy@browardschools.com; and take all necessary notification steps as may be required by federal and Florida law, including, but not limited to those required by Section 501.171. Florida Statutes; and

3) Prepare and distribute, at its own cost, any and all required notifications, under federal and Florida Law, or reimburse Disclosing Party any direct costs incurred by Disclosing Party 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.

5. **Receiving Party's Re-Disclosure of Disclosing Party's Education Records**.

1. Receiving Party will re-disclose the following education records to Littera (subprocessor) to ensure student eligibility, matching to service, tracking student progress, and data cleaning:

(a) Student First Name
(b) Student Last Name
(c) Student date of birth
(d) Florida Education Identifier (FLEID)
(e) Student Information System Identification (SISID)
(f) District Number

(g) District Name
(h) School Number
(i) School Name

6. **Third Party Safeguarding the Confidentiality of Education Records**. For any and all education records and employee records that Receiving Party rediscloses to any and all entities with which it contracts or utilizes ("third parties") pursuant to the terms of this Agreement, Receiving Party shall ensure that those third parties comply with the terms of this Agreement, including but not limited to the safeguarding requirements of this Agreement. Receiving Party 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.

7. **Receiving Party's Re-Disclosure of Disclosing Party's Employee Records**. Receiving Party will re-disclose the employee records listed in this Agreement to Littera (subprocessor) to ensure accurate student and teacher matching is associated with the subject area students are receiving tutoring in.

8. **Third Party Safeguarding the Confidentiality of Employee Records**. For any and all employee records that Receiving Party rediscloses to any and all entities with which it contracts or utilizes ("third parties") pursuant to the terms of this Agreement, Receiving Party shall ensure that those third parties comply with the terms of this Agreement, including but not limited to the safeguarding requirements of this Agreement. Receiving Party 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.

docusign

Certificate Of Completion

Envelope Id: AB73B04F-C05B-4194-83D6-F40312F6B563
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Subject: Complete with Docusign: UF (Data Sharing Agmt)_legally sufficient_rv 3-10-26_signed1.pdf
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Document Pages: 25
Signatures: 1
Certificate Pages: 1
Initials: 0
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EnvelopeId Stamping: Enabled
Time Zone: (UTC-05:00) Eastern Time (US & Canada)

Envelope Originator:
Kimberly Bagley
971 Elmore Drive, Rm 102
PO Box 115250
Gainesville, FL 32611
k.bagley@ufl.edu
IP Address: 128.227.130.62

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Status: Original
3/11/2026 8:02:59 AM
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k.bagley@ufl.edu
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Signer Events	Signature	Timestamp
Joseph Glover glover@ufl.edu Provost University of Florida Security Level: Email, Account Authentication (None)	Joseph Glover Signature Adoption: Pre-selected Style Using IP Address: 128.227.165.102	Sent: 3/11/2026 8:04:59 AM Viewed: 3/12/2026 10:03:15 AM Signed: 3/12/2026 10:03:50 AM

Electronic Record and Signature Disclosure:
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In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

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Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

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Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	3/11/2026 8:04:59 AM
Certified Delivered	Security Checked	3/12/2026 10:03:15 AM
Signing Complete	Security Checked	3/12/2026 10:03:50 AM
Completed	Security Checked	3/12/2026 10:03:50 AM

Payment Events	Status	Timestamps

FOR SBBC: (Disclosing Party)

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

By: _____
Sarah Leonardi, Chair

Date: 3 - 31 - 2026

ATTEST:

_____
Dr. Howard Hepburn
Superintendent of Schools

Approved as to Form and Legal Content:

V Balkanski Digitally signed by V Balkanski Date: 2026.03.10 13:29:30 -04'00'

_____
Office of The General Counsel

FOR UF (Receiving Party)

(Corporate Seal)

University of Florida Board of Trustees

Signature: Joseph Glover

Print Name: Joseph Glover

Title: Interim Provost

Date: 3/12/2026 | 10:03 AM EDT

Corporate Secretary Signature

-OR-

Witness Signature

Print Name

Witness Signature

Print Name

Status: ORIGINAL

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

2026-10-13	Regular School Board Meeting
CATEGORY:	A. Academics
DEPARTMENT:	Exceptional Student Education

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

TITLE:

Agreement with Florida Heiken Children's Vision Program, LLC

REQUESTED ACTION:

Approve the Agreement between The School Board of Broward County, Florida (SBBC) and Florida Heiken Children's Vision Program, LLC (FHCVP). 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
- Agreement
- Agreement I-2 - 10-15-2024

FINANCIAL IMPACT:

There is not financial impact to the District.

STRATEGIC PLAN ALIGNMENT:

Student Focus Outcomes

Guardrail 5: Wellness Support **OR** **Business Operations**

BOARD ACTION:

(For Official School Board Records Only)

SOURCE OF ADDITIONAL INFORMATION

Name:	Andrea Ciotti	Phone:	754-321-3400
Name:		Phone:	

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Senior Leader & Title

Saemone Hollingsworth, Chief Student Services Officer

Signature

Saemone Hollingsworth, Chief Student Services Officer Sep 28,

Electronic Signature

Form $4189 Revised 9/26

HH/JJS

Approved in Open Board Meeting On: October 13, 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 Florida Heiken Children's Vision Program, LLC

Board Meeting Date: October 13, 2026

Requested Action: Approve the Agreement between The School Board of Broward County, Florida (SBBC) and Florida Heiken Children's Vision Program, LLC (FHCVP).

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	• NA
Statutory Requirement	• Section 381.0056 of the Florida Statutes for School Health Services program, requires BCPS to conduct non-invasive vision screenings for District students in grades K, 1, 3, and 6.
If the School Board votes "Yes"	• If yes, SBBC will be able to partner with FHCVP to provide non-invasive comprehensive eye examinations and prescription eyeglasses to all District students whose parent(s)/guardian(s) have given written consent, at no cost.
If the School Board votes "No"	• If no, BCPS will not be able to partner with FHCVP to provide non-invasive comprehensive eye examinations and prescription eyeglasses to all District students whose parent(s)/guardian(s) have given written consent, at no cost.
Alignment to the 2027 Strategic Goals and Guardrails	• Guardrail 5: Wellness Support
Measurable Outcome(s)/Return on Investment	• Annually by June, 95% of students who fail vision screenings will be referred to Florida Heiken Children's Vision Program (FHCVP) for comprehensive eye exams. This agreement will play a pivotal role in increasing the ability of District students/families to follow-up on failed vision screening results by providing access to comprehensive eye exams, with written consent, and eyeglasses (when prescribed), at no cost.

Background/History: The Florida Heiken Children's Vision Program has been a longstanding partner as a division of Miami Lighthouse for the Blind and Visually Impaired. Heiken is a statewide program that helps underserved and financially disadvantaged Florida students access vision care. Heiken provides eligible public-school students with no-cost comprehensive eye exams performed by licensed optometrists and prescription glasses when needed. This agreement helps BCPS meet the requirement of the Florida Statutes School Health Services program Section 381.0056, to conduct non-invasive vision screenings for District students in grades K, 1, 3, and 6. Parent(s)/guardian(s) of District students who fail the vision screening are provided with a referral to the FHCVP for further vision evaluation. FHCVP is a state-funded vision program that provides non-invasive comprehensive eye examinations with dilation by Florida licensed optometrists in their offices, on school sites, or in FHCVP's mobile facilities free of charge. FHCVP also provides prescription eyeglasses free of charge, when prescribed, to District students who need them. FHCVP only provides services if the parent/guardian, or District students who are age 18 or older, have given written consent.

School Year	# of Referrals from BCPS to Florida Heiken	# of Vision Exams Completed by Florida Heiken	# of Students who Received Glasses from Florida Heiken	# of Referrals form Florida Heiken for Further Vision Workup
2025-2026	4,787	2,741	1,493	154
2024-2025	3,050	1,596	868	99
2023-2024	3,621	1,564	883	93
2022-2023	4,253	1,969	1,136	116
2021-2022	2,384	927	485	54

Agreement Term: The term of this agreement is October 13, 2026 through July 31, 2029, unless terminated earlier pursuant to the Termination section of this Agreement and, upon the approval of both parties in writing in the form of an Amendment to this Agreement executed by both parties, The agreement may be extended for two (2) additional one (1) year periods.

Agreement Terms and Financial Impact
The following information provides a detailed summary of the contract agreement summary, financial impact of this item, including funding allocation, budget authority, fiscal year expenditures, and any current or future financial obligations.

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

Agreement Term:	Agreement Term: October 13, 2026 through July 31, 2029, with an option to renew the Agreement for two (2) additional one (1) year periods.
Multi-Year Agreement:	Yes, this agreement was for three years with two additional one-year extensions.
Procurement Method:	**Piggyback Agreement** (Yes/No): No **Acquisition Method**: Pursuant to the Department of Education, Rule 6A-1.012, 11(b), Florida Administrative Code, as authorized by Section 10.10.04(4)(a), Florida Statutes, and Purchasing Policy 3800 (III,D) the requirement for requesting competitive solicitation for commodities or contractual services from three (3) or more sources are waived for the purchase of educational services.

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

Budget Impact Summary Statement:
1. There is not financial impact to the district.

New/Current Requested Agreement Authority

Agreement Authority Terms	Length of Agreement Terms	Total Agreement Amount
October 13, 2026-July 31, 2029	**12**	$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)
FY28	**12**	**N/A**	**$0**	N/A

Future Fiscal Year Budget Authority *(Subject to Board Budget Approval)*

Future Fiscal Year(s)	Length of Agreement Terms	Budget Fund	Amount
FY29	**12**	**N/A**	**$0**
FY30	**3**	**N/A**	**$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 Florida Heiken Children's Vision Program supports schools by providing eligible students with no-cost comprehensive eye exams and glasses when needed, helping address vision problems that may affect learning, and helps schools adhere to their required student health screening. The program supports our schools with identifying students and coordinate vision care. Research also shows that students who receive follow-up eye exams and glasses after screening may experience improved academic outcomes.
School Selection /Prioritization	Resources are provided to all eligible students, regardless of the school they attend. This ensures equitable access for all students across all Broward County schools.
Community/ Stakeholder Engagement	The Florida Heiken Children's Vision Program strengthens BCPS's community partnerships by connecting schools, families, healthcare providers, and community organizations to address students' vision needs. Through collaboration with BCPS, Heiken helps identify students who need follow-up vision care and connects eligible families with comprehensive eye exams and glasses at no cost. This partnership helps reduce barriers to healthcare and supports student wellness, readiness to learn, and academic success.
End-User Input	End-user input is incorporated through ongoing communication and collaboration with students, families, school-based staff, and Coordinated Student Health Services providers. Feedback regarding health screenings, student needs, and educational progress helps support continuous improvement of the program.
Technology/Capital Expected Lifecycle/Replacement Cycle	This agreement does not involve the acquisition of technology, capital assets, or equipment. Therefore, there is no anticipated technology lifecycle, replacement cycle, or capital asset impact associated with this item.

Additional Backup:

1. Agreement
2. Agreement, I-2 – 10/15/2024

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

FLORIDA HEIKEN CHILDREN'S VISION PROGRAM, LLC
(hereinafter referred to as "CONTRACTOR"),
a limited liability company of the State of Florida,
whose principal address is:
601 SW 8th Avenue, Miami, Florida 33130

Each a "party" and together, the "parties

RECITALS

A. **WHEREAS**, CONTRACTOR provides no cost comprehensive eye examinations and prescription eyeglasses if necessary, for Florida public school students who qualify and wish to participate (the "Program"); and

B. **WHEREAS**, SBBC desires and CONTRACTOR wishes to provide eligible SBBC students (the "Participants") with access to the Program; and

C. **WHEREAS**, the parties mutually recognize the benefits to the Participants from the services rendered under this Agreement.

D. **WHEREAS**, the parties wish to set forth the terms and conditions under which each party will perform its obligations under this Agreement.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

ARTICLE 1 - RECITALS

1.1 **Recitals**. The parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.

ARTICLE 2 – SPECIAL CONDITIONS

2.1 **Term of Agreement**. The term of this Agreement commences upon the date of the last signature below ("Effective Date") and concludes on **July 31, 2029**, unless terminated earlier pursuant to the Termination Section of this Agreement, and, upon the approval of both parties in writing in the form of an Amendment to this Agreement executed by both parties, may be extended for two (2) additional one (1) year periods.

2.2 **CONTRACTOR'S Responsibilities**. During the term of this Agreement, CONTRACTOR shall have the following responsibilities:

a) Provide comprehensive eye examinations (and prescription eyeglasses if necessary), to eligible Participants under the Program at no cost to the Participants or their parents/guardians.

1. Services under the Program shall only be provided by Florida-licensed optometrists who are listed in the network of participating providers at the time of service. Services may be provided at an SBBC school site with CONTRACTOR'S mobile units; or in an appropriate examination room provided by SBBC at the respective school site.

2. Services under the Program shall only be provided after written consent has been obtained through CONTRACTOR'S online portal from the student's parent/guardian, or if the student is 18 years of age or older, from the student. CONTRACTOR'S consent form titled "2026-2027 No Cost Eye Exam & Eyeglasses School Program" attached hereto is incorporated into this Agreement as **Exhibit A**.

3. Comprehensive Eye Examination: Includes a thorough examination of the Participant's vision and eye health. In order to perform the examination, eye drops are used to dilate the pupils, which allows the optometrist to get the best view of the entire retina for the most accurate diagnosis of eye health and prescription information needed for eyeglasses, should they benefit the Participant.

b) Confirm student eligibility to receive these services under the Program.

c) Contact screening liaison/designee at each SBBC school regarding scheduling for eye examinations.

d) Collaborate with SBBC's Coordinated Student Health Services staff regarding protocols and procedures for coordination of eye examinations and referral.

e) Collaborate with each SBBC school's screening liaison/designee to ensure proper protocol is followed.

f) Provide appropriate forms, brochures, and instructions regarding vision examinations to each SBBC school's screener/designee so that the school screening liaison/designee may distribute the materials to students and their parents/guardians.

g) Provide marketing/printed materials to SBBC schools for parent/guardian information - subject to funding and availability when requested.

h) Comply with SBBC procedures and applicable laws and regulations to protect the confidentiality of SBBC student records and health information in accordance with the disclosures and safeguarding sections of this Agreement.

i) Comply with the requirements of Sections 435.04, 1012.32, 1012.465, 1012.467, and 1012.468.

j) Send monthly reports to SBBC's Coordinated Student Health Services staff on referrals from schools.

k) Services shall be provided to the Participants in conjunction with input from the school principal, or designee, and work in coordination with SBBC schools.

2.3 **SBBC's Responsibilities**. During the term of this Agreement SBBC shall have the following responsibilities:

a) Provide parents/guardians, or students 18 years of age and older, with CONTRACTOR'S Consent Form (**Exhibit A)** at the beginning of each school year to notify them of their right to consent to the Participant's receipt of a comprehensive eye examination (and prescription eyeglasses – if necessary).

b) Send CONTRACTOR'S forms, brochures, and instructions regarding vision examinations to each SBBC school's screener/designee so that the school screening liaison/designee may distribute the materials to students and their parents/guardians.

c) Send CONTRACTOR'S marketing/printed materials to SBBC schools for parent/guardian information - subject to funding and availability when requested.

d) Instruct SBBC schools on procedures for parents/guardians, or students 18 or older, to provide consent to receive treatment in accordance with CONTRACTOR'S Consent Form (**Exhibit A**) via CONTRACTOR'S online portal.

2.4 **No Cost**. All services provided under this Agreement, including enhancements, deliverables, and support, shall be provided to SBBC at no cost. CONTRACTOR shall not invoice SBBC and SBBC shall have no obligation to pay or reimburse CONTRACOTR for any fees, expenses, or costs, including any third-party, pass-through, or incidental costs incurred in connection with this Agreement.

2.5 **SBBC Disclosure of Education Records**.

a) Purpose. Parents/guardians and/or SBBC employees will provide CONTRACTOR with the education records listed in this section for the following purposes:

1. For CONTRACTOR to confirm student eligibility for CONTRACTOR'S services.

2. For CONTRACTOR to identify and refer students in need of vision services so that CONTRACTOR may conduct comprehensive eye examinations for Participants.

3. For CONTRACTOR to provide follow-up services to Participants who need vision services.

b) Education Records. Parents/guardians and/or SBBC employees will provide CONTRACTOR with the following education records, via CONTRACTOR'S online portal:

1. Initial SBBC vision screening dates
2. Student's first and last name
3. Student medical information
4. Ethnicity
5. Race
6. Number of people in the household
7. Annual income
8. Spoken language(s)
9. Contact information
10. Monthly report:

    (a) Account number
    (b) Student identification number
    (c) Date of birth
    (d) Grade level
    (e) County name
    (f) School name
    (g) Request date
    (h) Benefit status
    (i) Examination date
    (j) Voucher sent
    (k) Service provider
    (l) Eyeglasses
    (m) Eyeglasses Dispense date
    (n) Appointment
    (o) Appointment status
    (p) Additional information on CONTRACTOR'S Consent Form (**Exhibit A**)

c) For SBBC staff to disclose education records to CONTRACTOR, SBBC will obtain written or digital consent from each student's parent/guardian, or student age 18 or older prior, to disclosing to the education records listed in this section (**Exhibit A**).

d) Parents/guardians and students age 18 or older, and/or SBBC parents/guardians and students age 18 or older, will electronically sign CONTRACTOR'S online "Mutual exchange of information," which states: *"By signing below, I authorize the mutual release of my child's medical and/or healthcare information among the CONTRACTOR, its funders, including the Florida Department of Health for auditing purposes, my County Public Schools (CPS) [SBBC], and any participating healthcare providers of any and all optometry medical reports on my child, to determine appropriate care. I also authorize CPS to release any required information that may be missing or unclear to process this application. I understand that I may be contacted by CONTRACTOR or its funders to provide an anonymous option about the services received, but I have the right to refuse to participate if contacted."*

e) CONTRACTOR will provide SBBC with a list of which parents/guardians have signed the electronic consent.

f) The requirements of this section shall supersede any uses and disclosures of education records, or the like, as listed in CONTRACTOR'S privacy policies and/or terms and conditions, if any.

2.6 **CONTRACTOR Safeguarding the Confidentiality of Education Records**.

a) Privacy. Notwithstanding any provision to the contrary within this Agreement, CONTRACTOR shall:

1. Fully comply with the requirements of Sections 1002.22, 1002.221, and 1002.222, Florida Statutes; the Family Educational Rights and Privacy Act, 20 U.S.C § 1232g (FERPA) and its implementing regulations (34 C.F.R. Part 99), and any other state or federal law or regulation regarding the confidentiality of student information and records; and

2. Hold any education records in strict confidence and not use or re-disclose same except as required by this Agreement or as required or permitted by law unless the parent of each student or a student age 18 or older whose education records are to be shared provides prior written consent for their release; and

3. Utilize the education records solely for the purposes of providing products and services as contemplated under this Agreement; and shall not share, publish, sell, distribute, target advertise, or display education records to any third party, in compliance with Section 1006.1494, Florida Statutes; and shall otherwise be in full compliance with Section 1006.1494, Florida Statutes; and

4. Notify the SBBC Privacy Officer immediately upon discovery of any actual or reasonably suspected 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, CONTRACTOR shall:

1. Ensure that, at all times, all of its employees who have access to any education records during the term of their employment shall abide strictly by its obligations under this Agreement, and that access to education records is limited only to its employees that require the information to carry out the responsibilities under this Agreement and shall provide said list of employees to SBBC upon request; and

2. Safeguard each education record through administrative, physical and technological standards to ensure that adequate controls are in place to protect the education records and information in accordance with FERPA's privacy requirements; and

3. Notify the SBBC Director of Information Security and Assurance immediately upon discovery of any actual or reasonably suspected electronic breach of confidentiality of education records by telephone at 754-321-0300, and email at privacy@browardschools.com; and take all necessary notification steps as may be required by federal and Florida law, including, but not limited to, those required by Section 501.171, Florida Statutes; and

4. Fully cooperate with appropriate SBBC employees, including Privacy Officer and/or Information Technology employees to resolve any privacy investigations and concerns in a timely manner; and

5. Prepare and distribute, at its own cost, any and all required breach notifications, under federal and Florida Law, or reimburse SBBC any direct costs incurred by SBBC for doing so, including, but not limited to, those required by Section 501.171, Florida Statutes; and

6. Be responsible for any fines or penalties for failure to meet breach notice requirements pursuant to federal and/or Florida law; and

7. Provide SBBC with the name and contact information of its employee who shall serve as SBBC's primary security contact and shall be available to assist SBBC in resolving obligations associated with a security breach of confidentiality of education records; and

8. Purge education records from any media once the media is no longer in use or is to be disposed; and

9. Return, at SBBC's request, all education records to SBBC (at no additional cost and in a format that is compatible with SBBC's information technology systems) upon termination of this Agreement, or purge the education records in compliance with the applicable Florida Retention Schedules and provide SBBC with a written acknowledgment of said disposition. All education records remain the property of SBBC, and any party contracting with SBBC serves solely as custodian of such information pursuant to this Agreement and claims no ownership or property rights thereto.

c) Liability. CONTRACTOR shall, for itself, its officers, employees, agents, representatives, contractors, or subcontractors, fully indemnify and hold harmless SBBC and its officers and employees for any violation of this section, including, without limitation, defending SBBC and its officers and employees against any complaint, administrative or judicial proceeding, payment of any penalty imposed upon SBBC, or payment of any and all costs, damages, judgments, or losses incurred by or imposed upon SBBC arising out of a breach of this covenant by the party, or an officer, employee, agent, representative, contractor, or sub-contractor of the party to the extent that the party or an officer, employee, agent, representative, contractor, or sub-contractor of the party shall either intentionally or negligently violate the provisions of this section or of Sections 1002.22 and/or 1002.221, Florida Statutes.

d) The obligations under this section shall survive the termination of all performance required or conclusion of all obligations existing under this Agreement.

2.7 **CONTRACTOR Re-Disclosure of SBBC Education Records**. CONTRACTOR will re-disclose the education records listed in this Agreement to the following recipients for the purposes listed:

a) To Funders - for reporting purposes as outlined below:

1. Florida Department of Health (State) - the following personally identifiable education records (from optometry medical reports):

(a) Student First and Last Name
(b) Date of birth
(c) School name
(d) County
(e) Referral date
(f) Examination date
(g) Dilation (Yes/No)
(h) Refraction (Yes/No)
(i) Eyeglasses (Yes/No)
(j) Date eyeglasses dispensed – if applicable
(k) Examination optometrist
(l) Medical referral (Yes/No)

(m) Funding source for examination
(n) Insured (Yes/No)
(o) Heiken Account Number

2. A.D. Henderson (aggregate data only) - no personally identifiable student information will be re-disclosed.

3. Children's Services Council of Broward County (aggregate data only) - no personally identifiable student information will be disclosed.

b) To Florida Department of Health in Broward County employees - completed optometry examination results including all education records listed in the Re-disclosure Section of this Agreement. These records are personally identifiable. The specific purpose is to allow the school nurses at SBBC schools to distribute the results to parents/guardians and maintain the reports in the students' school files, in accordance with their internal procedures. This helps ensure families receive the necessary examination results and supports the school's documentation of health-related services provided to the students.

c) To Participating providers:

1. Mobile unit optometrists will receive optometry medical records and all information in CONTRACTOR'S Consent Form (**Exhibit A**) to provide services.

2. Network optometrists (in offices) will receive demographics (name, phone number, date of birth, school, address), to confirm student's eligibility and coordinate and provide services.

3. Opticians who dispense eyeglasses will receive student exam results with personally identifiable information (name, phone number, date of birth, school, address), to coordinate and provide services, and provide parents/guardians, or students age of 18 and older, with a copy of the examination results.

d) For CONTRACTOR to re-disclose SBBC education records to the third party recipients listed in this Section, SBBC will obtain written or digital consent (via CONTRACTOR'S online portal) from each student's parent/guardian, or student age 18 or older, prior to re-disclosing the records. (**Exhibit A**).

2.8 **Third-Party Safeguarding the Confidentiality of Education Records**. For any and all education records that CONTRACTOR rediscloses to any and all entities with which it contracts or utilizes ("third-parties") pursuant to the terms of this Agreement, CONTRACTOR shall ensure that those third-parties comply with the terms of this Agreement, including but not limited to the safeguarding requirements of this Agreement. CONTRACTOR shall take any and all responsibility for the negligent acts or omissions of any and all third-parties that it utilizes to comply with the terms of this Agreement.

2.9 **HIPAA Compliance**. CONTRACTOR acknowledges that the Health Insurance Portability and Accountability Act ("HIPAA") and the Health Information Technology for Economic and Clinical Health Act of 2009 ("HITECH Act") (HIPAA and HITECH Act are collectively referred to herein as "HIPAA") protect the privacy of protected health information ("PHI") and may be applicable to student records in certain circumstances; and shall enter into SBBC's HIPAA Business Associate Agreement ("BAA") attached as **Exhibit B**. PHI may be used and disclosed only in compliance with HIPAA.

2.10 **Assessment of Data Protection Controls**.

a) CONTRACTOR or any of CONTRACTOR'S subcontractors with access to SBBC data shall provide an attestation stating CONTRACTOR and/or CONTRACTOR'S subcontractors with access to SBBC data have undergone a third-party assessment of their cybersecurity controls and that the cybersecurity controls being used comply with acceptable cybersecurity standards. This attestation shall be provided to SBBC within ten (10) calendar days after the Effective Date of this Agreement and before the commencement of services by CONTRACTOR or any of CONTRACTOR'S subcontractors with access to SBBC data under this Agreement.

b) At a minimum, the audit shall show what controls are utilized for all of the following actions:

1. Protecting SBBC against unauthorized access, unauthorized disclosure, and damage;

2. Reducing the risk of compromise of the availability, integrity, confidentiality, and privacy of the provided SBBC data;

3. Ensuring SBBC student and/or employee personal information is collected, used, retained, disclosed, and disposed of in a manner to meet CONTRACTOR'S objectives while also ensuring the data is protected from unauthorized use or disclosure;

4. Monitoring compliance with established security controls.

c) CONTRACTOR and/or CONTRACTOR'S subcontractors with access to SBBC data under this Agreement shall, at minimum, annually complete a third-party assessment of their cybersecurity controls showing compliance with acceptable cybersecurity standards. CONTRACTOR shall provide SBBC an attestation of continued compliance by CONTRACTOR and/or CONTRACTOR'S subcontractors with access to SBBC data within ten (10) business days of written request by SBBC.

2.11 **Inspection of CONTRACTOR'S Records by SBBC**. CONTRACTOR shall establish and maintain books, records, and documents (including electronic storage media) related to this Agreement. All of CONTRACTOR'S Records, regardless of the form in which they are kept, shall be open to inspection and subject to audit, inspection, examination, evaluation and reproduction, during normal working

hours, by SBBC agent or its authorized representative. For the purpose of such audits, inspections, examinations, evaluations, and reproductions, SBBC's agent or authorized representative shall have access to CONTRACTOR'S Records from the Effective Date of this Agreement, for the duration of the term of the Agreement, and until the later of five (5) years after the termination of this Agreement or five (5) years after the date of final payment by SBBC to CONTRACTOR pursuant to this Agreement. SBBC's agent or its authorized representative shall provide CONTRACTOR with reasonable advance notice (not to exceed two (2) weeks) of any intended audit, inspection, examination, evaluation, and reproduction. SBBC's agent or its authorized representative shall have access to the CONTRACTOR'S facilities and to any and all records related to the Agreement, and shall be provided adequate and appropriate workspace in order to exercise the rights permitted under this section. CONTRACTOR shall comply and cooperate immediately with any inspections, reviews, investigations, or audits deemed necessary by the Florida Office of the Inspector General or by any other state or federal officials.

2.12 **Notice**. When any of the parties desire to give notice to the other, such notice must be in writing, sent by U.S. Mail, postage prepaid, addressed to the party for whom it is intended at the place last specified; the place for giving notice shall remain such until it is changed by written notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving notice:

To SBBC:	Superintendent of Schools The School Board of Broward County, Florida 600 Southeast Third Avenue Fort Lauderdale, Florida 33301
With a Copy to:	Director, ESE Specialized Instruction The School Board of Broward County, Florida 1400 NW 14th Court, Fort Lauderdale, FL 33311
To CONTRACTOR:	Virginia Jacko, President and CEO Florida Heiken Children's Vision Program, LLC 601 SW 8th Avenue, Miami, Florida 33130

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), Flori-da Statutes, SBBC may immediately terminate this Agreement for cause and without notice or an opportunity to cure the violation. Termination by SBBC pursuant to this section is not a breach of this Agreement and may not be considered as such.

2.14 **Affidavit Regarding the Use of Coercion for Labor and Services**. Pursuant to Section 787.06(14), Florida Statutes, all non-governmental entities executing, renewing, or extending an agreement with SBBC must attest under penalty of perjury that the non-governmental entity does not use coercion for labor or services as defined in that statute. By execution of this Agreement by an authorized representative of CONTRACTOR, CONTRACTOR hereby attests under penalty of perjury that CONTRACTOR does not use coercion for labor or services, as such terms are defined in Section 787.06, Florida Statutes. Under penalties of perjury, the undersigned authorized rep-resentative of CONTRACTOR declares that they have read the foregoing statement and that the facts stated in it are true. Further, any delays in delivery or service under this Agreement arising out of, as a result of, or in connection with CONTRACTOR'S use of coercion for labor or services as defined by Section 787.06(14), Florida Statutes, is not a Force Majeure event under this Agree-ment. CONTRACTOR'S executed Affidavit is incorporated herein by reference.

2.15 **Certification Regarding Scrutinized Companies**. Pursuant to Section 287.135, Florida Statutes, any contract with SBBC for goods or services of any amount entered into or renewed on or after:

a) July 1, 2018, may be terminated at SBBC's option if the awardee is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

b) July 1, 2025, may be terminated at SBBC's option if the awardee is found to have been placed on the Scrutinized Companies or Other Entities that Boycott Israel List or is en-gaged in a boycott of Israel.

Section 287.135(2)(a), Florida Statutes, prohibits a company or other entity from bidding on, submitting a proposal for, or entering into or renewing an Agreement for $100,000 or more if, at the time of contracting or renewal, the company or other entity is on the Scrutinized Companies or Other Entities that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel. Section 287.135(2)(b), Florida Statutes, further prohibits a company or other entity from bidding on, submitting a proposal for, or entering into or renewing an Agreement for goods or services over One Million Dollars and 00/100 Cents ($1,000,000.00) if, at the time of contracting or renewal, the company or other entity is on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in Iran Terrorism Sectors List, both created pursuant to Section 215.473, Florida Statutes, or the company or other entity is engaged in business operations in Cuba or Syria. Entering into this Agreement constitutes certification by CONTRACTOR that it is not listed on any of the following: (a) the Scrutinized Companies or Other Entities that Boycott Israel List, (b) Scrutinized Companies with Activities in Sudan List, or (c) the Scrutinized Companies with Activities in Iran Terrorism Sectors List. CONTRACTOR further certifies that it is not engaged in a boycott of Israel or engaged in business operations in Cuba or Syria. CONTRACTOR acknowledges that pursuant to Section 287.135, Florida Statutes, the submission of a false certification may subject it to civil penalties, attorney's fees, and/or costs. CONTRACTOR further understands that any Agreement with SBBC for goods or services of any amount may be terminated at SBBC's option if CONTRACTOR (a) is found to have submitted a false certification, (b) has been placed on the Scrutinized Companies or

Other Entities that Boycott Israel List, or (c) is engaged in a boycott of Israel. And, in addition to the foregoing, if the amount of the Agreement is One Million Dollars and 00/100 Cents ($1,000,000.00) or more, the Agreement may be terminated at SBBC's option if CONTRACTOR is found to have submitted a false certification, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in Iran Terrorism Sectors List, or has been engaged in business operations in Cuba or Syria.

2.16 **Entities of Foreign Concern**. CONTRACTOR has access to personal identifying information ("PII") for purposes of Sections 287.138 and 501.171(g)1, Florida Statutes, as permitted herein while performing its obligations under this Agreement. By execution of the Agreement, the undersigned authorized representative of CONTRACTOR hereby attests under penalty of perjury as follows: CONTRACTOR is not owned by the government of a foreign country of concern, is not organized under the laws of nor has its principal place of business in a foreign country of concern, and the government of a foreign country of concern does not have a controlling interest in CONTRACTOR; and the undersigned authorized representative of CONTRACTOR declares that they have read the foregoing statement and that the facts stated therein are true. Terms used in this section that are not otherwise defined in this Agreement shall have the meanings ascribed to such terms in Sections 287.138 and 501.171(g)1, Florida Statutes, as worded or may be amended hereafter. CONTRACTOR'S executed Attestation is incorporated herein by reference.

2.17 **Background Screening.** CONTRACTOR shall comply with all requirements of Sections 1012.32, 1012.465, 1012.467, and 1012.468, Florida Statutes, and all of its personnel who (1) are to be permitted access to school grounds when students are present, (2) will have direct contact with students, or (3) have access or control of school funds, will successfully complete the background screening required by the referenced statutes and meet the standards established by the statutes. Personnel who are subject to background screening include all of CONTRACTOR'S non-exempt employees, representatives, agents, and sub-contractors performing duties under this Agreement who meet any of the three (3) descriptions listed above. This background screening will be conducted by SBBC in advance of CONTRACTOR or its personnel providing any services under this Agreement. CONTRACTOR shall bear the cost of acquiring the background screening required by Section 1012.32, Florida Statutes, and any fee imposed by the Florida Department of Law Enforcement (FDLE) to maintain the fingerprints provided with respect to CONTRACTOR and its personnel. The parties agree that the failure of CONTRACTOR to perform any of the duties described in this section shall constitute a material breach of this Agreement entitling SBBC to terminate this Agreement immediately for cause and with no opportunity required to permit CONTRACTOR to cure such default and no further responsibilities or duties for SBBC to perform under this Agreement. CONTRACTOR agrees to indemnify and hold harmless SBBC, its officers and employees from any liability in the form of physical or mental injury, death or property damage resulting from CONTRACTOR'S failure to comply with the requirements of this section or with Sections 1012.32, 1012.465, 1012.467, and 1012.468, Florida Statutes. SBBC issued identification badges must be worn at all times when on SBBC property or when performing services for SBBC and must be worn where they are visible and easily readable.

2.18 **Public Records**. The following provisions are required by Section 119.0701, Florida Statutes, and may not be amended. CONTRACTOR shall keep and maintain public records required by SBBC to

perform the services required under this Agreement. Upon request from SBBC's custodian of public records, CONTRACTOR shall provide SBBC with a copy of any requested public records or to allow the requested public records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law. CONTRACTOR shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement's term and following completion of the Agreement if CONTRACTOR does not transfer the public records to SBBC. Upon completion of the Agreement, CONTRACTOR shall transfer, at no cost, to SBBC all public records in possession of CONTRACTOR or keep and maintain public records required by SBBC to perform the services required under the Agreement. If CONTRACTOR transfers all public records to SBBC upon completion of the Agreement, CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CONTRACTOR keeps and maintains public records upon completion of the Agreement, CONTRACTOR shall meet all applicable requirements for retain-ing public records. All records stored electronically must be provided to SBBC, upon request from SBBC's custodian of public records, in a format that is compatible with SBBC's information technology systems.

IF A PARTY TO THIS AGREEMENT HAS QUESTIONS REGARDING THE APPLICATION OF 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 DI-VISION, 600 SOUTHEAST THIRD AVENUE, FORT LAUDERDALE, FLORIDA 33301.

2.19 **Proprietary Information**.

a) Any documents or materials submitted to SBBC shall be open for inspection by any person in accordance with Section 119.07, Florida Statutes, except as otherwise exempted from disclosure by applicable law. A party contracting with SBBC must clearly mark, label, designate, or identify any portions of any documents or materials it provides to SBBC which are claimed to be confidential and exempt from public inspection, provided that the confidential or exempt portions of such documents or materials are clearly marked with specific citations of law that provide the asserted confidentiality or exemption. A contracting party's failure to identify any confidential or exempt portions of documents or materials or to specify the law establishing their confidential or exempt status is a waiver of confidential or exempt status for any such unidentified or unsupported portions of any documents or materials.

b) If SBBC receives a public record request for documents or materials in its custody under this Agreement which have been properly marked as confidential or exempt, SBBC will notify the contracting party of the public records request. The notice shall state that the requested materials will be produced by SBBC to the requesting party within ten (10) calendar days of the date of the written notification, unless the contracting party has

initiated an action at its sole cost and expense in a court of competent jurisdiction to preclude the release of the requested materials. The contracting party shall name the party requesting the documents or materials as a defendant and will not name SBBC as a party to the action, but will provide SBBC with notice of such proceedings. The contracting party agrees to indemnify SBBC for any costs, expenses, and attorney's fees SBBC may incur with regard to any legal proceedings and judgments that may arise from the request for the contracting party's public records that are subject to claims of confidential or exempt status. A failure to timely initiate the legal action required by this paragraph is a waiver of any claim that the requested information is confidential and exempt from public disclosure. The contracting party waives any cause of action against SBBC for the release of materials pursuant to a public records request except for any claims based upon the intentional or grossly negligent conduct of any employee of SBBC.

2.20 **Liability**. This section survives the termination of all performance or obligations under this Agreement and is fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

a) By SBBC. SBBC agrees to be fully responsible up to the limits of Section 768.28, Florida Statutes, for its acts of negligence, or its employees' acts of negligence when acting within the scope of their employment, up to the limits of Section 768.28, Florida Statutes, for any damages resulting from said negligence.

b) By CONTRACTOR. CONTRACTOR agrees to indemnify, hold harmless and defend SBBC, its agents, servants and employees from any and all third party claims, judgments, costs, and expenses including, but not limited to, reasonable attorney's fees, reasonable investigative and discovery costs, court costs, and all other sums which SBBC, its agents, servants, and employees may pay or become obligated to pay on account of any, all and every claim or demand, or assertion of liability, or any claim or action founded thereon, arising or alleged to have arisen out of or due to the products, goods, or services furnished by CONTRACTOR, its agents, servants, or employees; the equipment of CONTRACTOR, its agents, servants, or employees while such equipment is on premises owned or controlled by SBBC; or the negligence of CONTRACTOR or the negligence of CONTRACTOR'S agents when acting within the scope of their employment, whether such claims, judgments, costs, and expenses are for damages, damage to property including SBBC's property, and injury or death of any person whether employed by CONTRACTOR, SBBC, or otherwise.

2.21 **Insurance Requirements**. CONTRACTOR shall comply with the following insurance requirements throughout the term of this Agreement:

a) General Liability. CONTRACTOR shall have and maintain General Liability insurance with limits of not less than $1,000,000.00 per occurrence for Bodily Injury/ Property Damage; $1,000,000.00 General Aggregate; and limits of not less than $1,000,000.00 for Products/Completed Operations Aggregate.

b) Professional Liability/Errors & Omissions. CONTRACTOR shall have and maintain Professional Liability/Errors & Omissions insurance with a limit of not less than $1,000,000.00 per occurrence covering any services provided under this Agreement.

c) Cyber Liability/Technology Errors and Omissions. CONTRACTOR shall maintain insurance for breaches of personally identifiable information and data caused by CONTRACTOR, its employees, its systems, or its software, in the amount of $1,000,000.00 per occurrence / $2,000,000.00 aggregate, and that such insurance shall be available and applied to indemnify SBBC for damages, penalties, costs, and fees sustained by CONTRACTOR as a result of such data breaches.

d) Workers' Compensation. In accordance with Chapter 440, Florida Statutes, CONTRACTOR shall have and maintain Workers' Compensation insurance and Employer's Liability limits of not less than $100,000.00/$100,000.00/$500,000.00 (each accident/disease-each employee/disease-policy limit).

e) Auto Liability. CONTRACTOR shall have and maintain Owned, Non-Owned and Hired Auto Liability insurance with Bodily Injury and Property Damage with limits of not less than $1,000,000.00 Combined Single Limit. If CONTRACTOR does not own any vehicles, it shall have and maintain hired and non-owned automobile liability coverage in the amount of $1,000,000.00. In addition, an affidavit signed by CONTRACTOR must be furnished to SBBC stating the following: *"Florida Heiken Children's Vision Program, LLC does not own any vehicles. If Florida Heiken Children's Vision Program, LLC acquires any vehicles during the term of the Agreement, Florida Heiken Children's Vision Program, LLC agrees to provide proof of "Any Auto" coverage effective as of the date of vehicle acquisition."*

f) 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.

g) Verification of Coverage. Proof of the required insurance must be furnished by CONTRACTOR to SBBC's Risk Management Department by Certificate of Insurance within fifteen (15) calendar days of the date of this Agreement. All certificates (and any required documents) must be received and approved by SBBC's Risk Management Department before any work commences to permit CONTRACTOR to remedy any deficiencies. Subsequent to the Effective Date of this Agreement, CONTRACTOR will receive an email including a link to upload (drag and drop) its certificate of insurance.

h) Required Conditions. Liability policies must : contain the following provisions. In addition, the following wording must be included on the Certificate of Insurance:

1. The School Board of Broward County, Florida, its members, officers, employees, and agents are added as additional insureds.

2. All liability policies are primary of all other valid and collectable coverage maintained by The School Board of Broward County, Florida.

3. Certificate Holder: The School Board of Broward County, Florida, C/O Risk Management Department, 600 Southeast Third Avenue, Fort Lauderdale, Florida 33301.

i) Cancellation of Insurance. CONTRACTOR is prohibited from providing services under this Agreement with SBBC without first obtaining the minimum required insurance coverage and must notify SBBC within two (2) business days if required insurance is cancelled.

j) SBBC reserves the right to review, reject or accept any required policies of insurance, including limits, coverages, or endorsements herein throughout the term of this Agreement.

2.22 **Equal Opportunity Provision**. The parties agree that no person shall be subjected to discrimination because of age, race, color, disability, gender identity, gender expression, marital status, national origin, religion, sex or sexual orientation in the performance of the parties' respective duties, responsibilities and obligations under this Agreement.

2.23 **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.

2.24 **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.

2.25 **Exhibits**. **Exhibits A** and **B** attached hereto are incorporated into this Agreement by reference.

2.26 **Names and Marks**. CONTRACTOR shall not acquire any rights under this Agreement to, and shall not use, the name of "The School Board of Broward County, Florida" or "SBBC", or "Broward County Public Schools" or "BCPS" either alone or in conjunction with or as part of any other name, word, mark, picture, logo, design, and/or trademark (collectively, "SBBC Marks") in any of CONTRACTOR'S advertising, publicity, or promotion, to express or imply any endorsement by SBBC or The School Board of Broward County, Florida, of its Services, or in any other manner (whether or not similar to the uses hereinabove specifically prohibited) without the prior review and written approval by SBBC, except as expressly permitted herein. No advertisement, publication, or other use of SBBC Marks shall be published or otherwise promulgated by CONTRACTOR without SBBC's

prior inspection and written approval. This clause shall survive the expiration or sooner termination of this Agreement.

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; and CONTRACTOR shall be responsible for any expenses related to such disposal.

3.6 **Compliance with Laws**. Each party shall comply with all applicable federal, state and local laws, SBBC policies, codes, rules, and regulations in performing its duties, responsibilities, and obligations pursuant to this Agreement.

3.7 **Place of Performance**. All of SBBC's obligations under the terms of this Agreement are reasonably susceptible of being performed in Broward County, Florida and are payable and performable in Broward County, Florida.

3.8 **Governing Law and Venue**. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any disputes, controversies, or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted exclusively to the jurisdiction of the State courts of the Seventeenth Judicial Circuit of Broward County, Florida or to the jurisdiction of the United States District Court for the Southern District of Florida. Each party agrees and admits that the state courts of the Seventeenth Judicial Circuit of Broward County, Florida or the United States District Court for the Southern District of Florida has jurisdiction over it for any dispute arising under this Agreement.

3.9 **Entirety of Agreement**. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof is predicated upon any prior representations or agreements, whether oral or written.

3.10 **Binding Effect**. This Agreement is binding upon and inures to the benefit of the parties hereto and their respective successors and assigns.

3.11 **Assignment**. Neither this Agreement nor any interest herein may be assigned, transferred, or encumbered by any party without the prior written consent of the other party. There shall be no partial assignment of interests under this Agreement including, without limitation, the partial assignment of any right to receive payments from SBBC.

3.12 **Captions**. The captions, section designations, section numbers, article numbers, titles, and headings appearing in this Agreement are inserted only as a matter of convenience, have no substantive meaning, and in no way define, limit, construe, or describe the scope or intent of such articles or sections of this Agreement, nor in any way affect this Agreement and shall not be construed to create a conflict with the provisions of this Agreement.

3.13 **Severability**. If any one or more of the sections, paragraphs, sentences, clauses, or provisions contained in this Agreement is held by a court of competent jurisdiction to be invalid, illegal, unlawful, unenforceable, or void in any respect, such does not affect the remaining portions of this Agreement and the same remain in full force and effect as if such invalid, illegal, unlawful, unenforceable, or void sections, paragraphs, sentences, clauses, or provisions had never been included.

3.14 **Preparation of Agreement**. The parties acknowledge that they have sought and obtained whatever competent advice and counsel necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to herein expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

3.15 **Amendments**. No modification, amendment, or alteration in the terms or conditions contained herein is effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by each party hereto.

3.16 **Waiver**. The parties agree that each requirement, duty and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. Any party's failure to enforce any provision of this Agreement is not a waiver of such provision or modification of this Agreement unless the waiver is in writing and signed by the party waiving such provision. A written waiver is only effective as to the specific instance for which it is obtained and is not a continuing or future waiver.

3.17 **Force Majeure**. Neither party is obligated to perform any duty, requirement, or obligation under this Agreement if such performance is prevented by fire, hurricane, earthquake, explosion, wars, sabotage, accident, flood, acts of God, strikes, or other labor disputes, riot or civil commotions, epidemics, pandemics, government regulations, and the issuance or extension of existing government orders of the United States, the State of Florida, or local county and municipal governing bodies, or by reason of any other matter or condition beyond the control of either party, and which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall a lack of funds on the part of either party be deemed Force Majeure.

3.18 **Rights and Remedies**. The duties and obligations imposed by this Agreement and the rights and remedies available thereunder are in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

3.19 **Survival**. All representations and warranties made herein, indemnification obligations, obligations to reimburse SBBC, obligations to maintain and allow inspection and audit of records and property, obligations to maintain the confidentiality of records, reporting requirements, and obligations to return public funds survive the termination of this Agreement.

3.20 **Agreement Administration**. SBBC has delegated authority to the Superintendent of Schools or her/his designee to take any actions necessary to implement and administer this Agreement.

3.21 **Counterparts and Multiple Originals**. This Agreement may be executed in multiple originals, and may be executed in counterparts, each of which is an original, but all of which, taken together, shall constitute one and the same Agreement.

3.22 **Authority**. Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement upon the date of the last signature below.

[THIS SPACE IS INTENTIONALLY BLANK; SIGNATURE PAGES FOLLOW]

FOR SBBC:

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

By: _____
Sarah Leonardi, Chair

ATTEST:

Date: _____

_____
Dr. Howard Hepburn
Superintendent of Schools

Approved as to Form and Legal Content:

V Balkanski Digitally signed by V Balkanski Date: 2026.09.04 14:49:39 -04'00'
_____
Office of the General Counsel

[THIS SPACE IS INTENTIONALLY BLANK; SIGNATURE PAGE FOLLOWS]

FOR CONTRACTOR

(Corporate Seal)

FLORIDA HEIKEN CHILDREN'S VISION PROGRAM, LLC

Signature:

Corporate Secretary Signature

Print Name: Virginia A Jacko

Title: President and CEO

-OR-

Date: 09/04/2026

Witness Signature

Lisa Sanabria

Print Name

-AND-

Witness Signature

Heidy Fariñas

Print Name

2026-2027 No Cost Eye Exam & Eyeglasses School Program

FOR 6-9 WEEK FASTER PROCESSING, APPLY ON YOUR PHONE AT:
WWW.FLORIDAHEIKEN.ORG

***HEIKEN PORTAL INFO* (For School Use Only):** **County:** ___ _____ **Teacher** _____ **Referring school:** _____ **Dept Code:** ____ _____ **Vision Screening: PASS / REFER** screening date: _____	**For Heiken Use Only:** Date Acct #: Entered: Auth. Date:

Complete School Name_____ **Grade:** _____ **Student I.D.** _____ **Male/Female**
Student's Name _____ **Student's Date of Birth (MM/DD/YY)** _____
Address_____ **Apt** _____ **City** _____ **Zip Code** _____
Cell Phone_____ **Parent's Day Phone** _____
Parent/Guardian Name (print) _____ **Email Address** _____
# of People in Household _____ **Annual Income $** ____ ____ ____ , ____ ____ ____ **.00 Per Year**

Ethnicity: African-American ☐ Asian ☐ Hispanic ☐ Native-American ☐ White (non-Hispanic) ☐ Haitian ☐ Other ☐

Spoken Language: English ☐ Spanish ☐ Creole ☐ Portuguese ☐ Other ☐ _____

Has your **child** had/have any of the following:

YES	NO	
☐	☐	Eye Exam in the last year
☐	☐	Wears Glasses
☐	☐	Eye Surgery/Injury or Condition
☐	☐	Vision Therapy
☐	☐	Headaches
☐	☐	Glaucoma
☐	☐	Diabetes
☐	☐	Sickle Cell
☐	☐	Asthma
☐	☐	Allergies _____
☐	☐	Any Medication or Eye Drops: _____
☐	☐	Special needs/development delays? _____
☐	☐	Require any auxiliary aids (such as interpreter, visual aids, wheelchair)

Has your child's **family** had any of the following:

YES	NO	
☐	☐	Eye Turn / Lazy Eye
☐	☐	Blindness
☐	☐	Macular Degeneration
☐	☐	Glaucoma
☐	☐	High Blood Pressure
☐	☐	Sickle Cell

FLORIDA HEIKEN
Children's Vision Program, LLC
A DIVISION OF MIAMI LIGHTHOUSE

Masks may be required/provided
PRINT CLEARLY
INCOMPLETE FORMS WILL **NOT** BE ACCEPTED

Please explain any "YES" answers from above: _____

Consent for eye examinations - By signing below, I authorize the Florida Heiken Children's Vision Program (FHCVP) to provide my eligible child with a comprehensive dilated eye examination, either at school site by a mobile Optometrist or the office of an assigned participating provider. **Notice of privacy practices** – By signing below, I understand that the Notice of Privacy Practices for the FHCVP is available for review if I should request a copy via phone at (305)856-9830 / 1(888)996-9847, and that security cameras are in use and recording on all mobile units at all times.

Mutual exchange of information – By signing below, I authorize the mutual release of my child's medical and/or healthcare information among the FHCVP, its funders, including the Florida Department of Health for auditing purposes, my County Public Schools (CPS), and any participating healthcare providers of any and all optometry medical reports on my child, to determine appropriate care. I also authorize my CPS to release any required information that may be missing or unclear to process this application. I understand that I may be contacted by FHCVP or its funders to provide an anonymous opinion about the services received, but I have the right to refuse to participate if contacted. *I/We understand that COVID-19 infection can lead to illness, disability, or even death and knowingly take the risk and release and hold harmless the County School Board and FHCVP or any of its doctors or staff of any and all responsibility and liability for any injury or claim should my child, or someone he/she comes in contact with, become positive or presumptively positive diagnosed with the COVID-19 virus or because of accident or mishap involving the participation of my child/ward resulting from participation in the FHCVP.

YES ☐ NO ☐ I allow my child to be photographed by FHCVP for public relations purposes, and waive any/all present/future claims to the photos.

YES ☐ NO ☐ **Text Messages**: I consent to receive text and email messages regarding program participation. Message and data rates may apply.

YES ☐ NO ☐ **Authorization to use insurance benefits** —If my child has an insurance plan that is accepted and has an opportunity to be seen on a mobile unit visit (only), I hereby authorize Florida Heiken Children's Vision Program to use my child's insurance for a comprehensive, dilated eye exam, and eyeglasses, if prescribed (includes selected frames, clear poly lenses, and no add-ons). I understand this will use my child's insurance vision benefit.

SIGNATURE of LEGAL GUARDIAN (required)_____ **Date:** _____

For any questions, please call 1-888-996-9847.

School/Agency: Please fax completed form with Heiken Fax Cover Sheet to (305)856-9840 / 1(888)980-8474

The Florida Heiken Children's Vision Program is an equal opportunity organization and does not discriminate against otherwise qualified applicants on the basis of race, color, religion, ancestry, age, sex, marital status, national origin, disability or veteran status. Revised 8.4.2022

EXHIBIT A

HIPAA BUSINESS ASSOCIATE AGREEMENT

THIS AGREEMENT is made and entered into by and between:

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
(hereinafter referred to as "SBBC" or "Covered Entity"),
a body corporate and political subdivision of the State of Florida,
whose principal place of business is
600 Southeast Third Avenue, Fort Lauderdale, Florida 33301

and

FLORIDA HEIKEN CHILDREN'S VISION PROGRAM, LLC
(hereinafter referred to as "CONTRACTOR"),
a limited liability company of the State of Florida,
whose principal address is:
601 SW 8th Avenue, Miami, Florida 33130

Each a "party" and together, the "parties"

EXHIBIT B

RECITALS

A. **WHEREAS,** by virtue of some of the services that Business Associate performs for SBBC, Business Associate may be a "business associate," as that term is defined in 45 CFR §160.103(3); and

B. **WHEREAS**, SBBC and Business Associate may share Protected Health Information ("PHI") (as defined below) in the course of their relationship; and

C. **WHEREAS**, SBBC and Business Associate understand that, with respect to coverages subject to regulation under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), they are subject to the requirements governing business associates, including but not limited to the Privacy Rule and the Security Rule (both defined below) of HIPAA, the Health Information Technology for Economic and Clinical Health Act of 2009 ("HITECH"), the Omnibus Rule of 2013, and applicable Florida law, any of which may be amended from time to time or supplemented by new legislation or guidance (hereinafter collectively referred to as "Business Associate Requirements"); and

D. **WHEREAS**, SBBC and Business Associate intend to fully comply with current and future Business Associate requirements and mutually desire to outline their individual responsibilities with respect to Protected Health Information ("PHI") as mandated by the "Privacy Rule", the "Security Rule", and the HITECH Act; and

E. **WHEREAS**, SBBC and Business Associate understand and agree that the Business Associate requirements require SBBC and Business Associate to enter into a Business Associate

Agreement which shall govern the use and/or disclosure of PHI and the security of Electronic PHI ("ePHI").

NOW, THEREFORE, the parties hereto agree as follows:

ARTICLE 1 – RECITALS

1.1 **Recitals**. The parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.

ARTICLE 2 - DEFINITIONS

2.1 **Definitions**. When used in this Agreement and capitalized, the following terms have the following meanings:

2.1.1 **"Breach"** has the same meaning as that term is defined in §13400 of the HITECH Act and shall include the unauthorized acquisition, access, use, or disclosure of PHI that compromises the security or privacy of such information.

2.1.2 **"Business Associate"** shall mean Business Associate named in this Agreement and shall include all successors, assigns, affiliates, subsidiaries, and related companies.

2.1.3 **"Designated Record Set"** has the same meaning as the term "designated record set" in 45 CFR §164.501, which includes enrollment, payment, billing, claims adjudication and case or medical management record systems maintained by or for a health plan, or other information used in whole or part by or for the Plan to make decisions about individuals.

2.1.4 **"EDI Rule"** shall mean the Standards for Electronic Transactions as set forth at 45 CFR Parts 160, Subpart A, and 162, Subpart A and I through R.

2.1.5 **"Electronic PHI"** or **"ePHI"** shall mean PHI that is transmitted by or maintained in electronic media.

2.1.6 **"HIPAA"** means the Health Insurance Portability and Accountability Act of 1996.

2.1.7 **"HITECH Act"** means the Health Information Technology for Economic and Clinical Health Act of 2009.

2.1.8 **"Individual"** has the same meaning as the term "Individual" in 45 CFR §160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR §164.502(g).

2.1.9 **"Minimum Necessary"** means the least amount of PHI needed to accomplish the intended purpose of the use or disclosure.

EXHIBIT D

2.1.10 **"Omnibus Rule"** means the HIPAA Omnibus Rule of 2013.

2.1.11 **"Privacy Rule"** shall mean the Standards for Privacy of Individually Identifiable Health Information as set forth in 45 CFR Parts 160 and 164, subparts A and E.

2.1.12 **"Protected Health Information"** or **"PHI"** shall have the same meaning as the term "protected health information" in 45 CFR §160.103 (as amended by the HITECH Act) limited to the information created or received by Business Associate from or on behalf of SBBC.

2.1.13 **"Required by Law"** shall have the same meaning as the term "required by law" in 45 CFR §164.103.

2.1.14 **"Secretary"** shall mean the Secretary of the Department of Health and Human Services or his or her designee.

2.1.15 **"Security Rule"** shall mean the Standards for Security of ePHI as set forth in 45 CFR Parts 160 and 164 Subpart C.

2.1.16 **"Substance Use Disorder (SUD)"** shall mean a cluster of cognitive, behavioral, and physiological symptoms indicating that the individual continues using the substance despite significant substance-related problems such as impaired control, social impairment, risky use, and pharmacological tolerance and withdrawal. For the purposes of 42 CFR Part 2, this definition does not include tobacco or caffeine use.

2.1.17 **"Unsecured PHI"** shall mean PHI that is not secured through the use of a technology or methodology specified by the Secretary in guidance or as otherwise defined in §13402(h) of the HITECH Act.

2.2 Terms used but not defined in this Agreement shall have the same meaning as those terms in 45 CFR §§ 164.103 and 164.501 and the HITECH Act.

EXHIBIT B

ARTICLE 3 – SPECIAL CONDITIONS

3.1 **Obligations and Activities of Business Associate Regarding PHI**.

3.1.1 Business Associate agrees to not use or further disclose PHI other than as permitted or required by this Agreement or as Required by Law.

3.1.2 Business Associate agrees to comply with the "Minimum Necessary" rule when using, disclosing, or requesting PHI, except when a specific exception applies under HIPAA or the HITECH Act.

3.1.3 Business Associate agrees to use appropriate safeguards and comply, where applicable, with the HIPAA Security Rule to prevent use or disclosure of the PHI other than as provided for by this Agreement.

3.1.4 Business Associate agrees to report to SBBC, as soon as reasonably practicable, any impermissible use or disclosure of PHI it becomes aware of, and any use or disclosure of PHI not provided for by this Agreement. Any report of breach should be in substantially the same form as the "Notification to The School Board of Broward County, Florida, About a Breach of Unsecured Protected Health Information" attached hereto and incorporated into this Agreement by reference as **Attachment A**.

3.1.5 Business Associate shall promptly inform SBBC of a Breach of Unsecured PHI within the next business day of when Business Associate knows of such Breach.

3.1.6 For the Breach of Unsecured PHI in its possession:

3.1.6.1 Business Associate will perform a Risk Assessment to determine if there is a low probability that the PHI has been compromised. Business Associate will provide SBBC with documentation showing the results of the Risk Assessment. The Risk Assessment will consider at minimum the following factors:

3.1.6.1.1 The nature and extent of the PHI involved, including the types of identifiers and the likelihood of re-identification;

3.1.6.1.2 The unauthorized person who used the PHI or to whom the disclosure was made;

3.1.6.1.3 Whether the PHI was actually acquired or viewed; and

3.1.6.1.4 The extent to which the risk to the PHI has been mitigated.

3.1.7 Business Associate will prepare and distribute, at its own cost, any and all required notifications under Federal and Florida law, or reimburse SBBC any direct costs incurred by SBBC for doing so.

3.1.8 Business Associate shall be responsible for all fines or penalties incurred for failure to meet Breach notice requirements pursuant to Federal and/or Florida law.

3.1.9 Business Associate agrees to ensure that, and obtain assurance from, any and all agents, including sub-contractors (excluding entities that are merely conduits), to whom it provides PHI, to agree to the same restrictions and conditions that apply to Business Associate with respect to such information. All agents and subcontractors

EXHIBIT B

engaged by the Business Associate that create, maintain, receive or transmit PHI must comply with the HIPAA Rules, including the rules to extend the requirements to the agent's or subcontractor's subcontractors.

3.1.10 Business Associate agrees to provide SBBC access, at the request of SBBC, and in the time and manner designated by SBBC, to PHI in a Designated Record Set, in order for SBBC to meet the requirements under 45 CFR § 164.524.

3.1.11 Business Associate agrees to amend PHI in a Designated Record Set at SBBC's, or an Individual's, direction pursuant to 45 CFR § 164.526, in the time and manner designated by SBBC. Business Associate agrees to make internal practices, policies, books and records relating to the use and disclosure of PHI available to SBBC, or at the request of SBBC to the Secretary, in a time and manner as designated by SBBC or the Secretary, for purposes of the Secretary determining SBBC's compliance with the Privacy Rule. Business Associate shall immediately notify SBBC upon receipt or notice of any and all requests by the Secretary to conduct an investigation with respect to PHI received from SBBC.

3.1.12 Business Associate agrees to document any and all disclosures of PHI and information related to such disclosures that are not excepted under 45 CFR § 164.528(a)(1) as would be reasonably required for SBBC to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR § 164.528.

3.1.13 Business Associate agrees to provide to SBBC or an Individual, in a time and manner designated by SBBC, information collected in accordance with paragraph (j) above, to permit SBBC to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR § 164.528.

3.1.14 Business Associate agrees to use or disclose PHI pursuant to the request of SBBC; provided, however, that SBBC shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under the Privacy Rule if done by SBBC.

3.1.15 Business Associate agrees to mitigate, to the extent practicable, any and all harmful effects that are known to Business Associate of a use or disclosure of PHI, or a Breach of Unsecured PHI, by Business Associate in violation of the requirements of this Agreement, the Privacy Rule, the Security Rule, the HITECH Act or HIPAA generally.

3.1.16 Business Associate shall provide SBBC with a copy of any notice of privacy practices it produces in accordance with 45 CFR § 164.520, as well as any and all changes to such notice.

EXHIBIT B

3.1.17 Business Associate, if performing a function that applies to Covered Entity, agrees to comply with the requirements that apply to the Covered Entity.

3.1.18 Business Associate acknowledges and agrees that records subject to 42 C.F.R. Part 2, *Confidentiality of Substance Use Disorder Patient Records*, ("Part 2") may be used and disclosed only in compliance with Part 2, including limitations on disclosures for law enforcement purposes and requirements for any court-ordered disclosure. Business Associate shall use and disclose such records only as permitted by Part 2 and any applicable patient consent and shall include any required prohibition on redisclosure notice with permitted disclosures.

3.2 **Permitted Uses and Disclosures of PHI by Business Associate**.

3.2.1 Except as otherwise limited by this Agreement, Business Associate may use or disclose PHI to perform functions, activities or services for, or on behalf of, SBBC pursuant to any Agreements for services between the parties provided that such use or disclosure would not violate the Privacy Rule if done by SBBC.

3.2.2 Except as otherwise limited by this Agreement, Business Associate may use PHI for the proper management and administration of Business Associate and to carry out the legal responsibilities of Business Associate.

3.2.3 Except as otherwise limited by this Agreement, Business Associate may disclose PHI for the proper management and administration of Business Associate and to carry out the legal responsibilities of Business Associate if: (i) such disclosure is Required by Law, or (ii) Business Associate obtains reasonable assurances from the person to whom the information is disclosed that such information will remain confidential and used or further disclosed only as Required by Law or for the purposes for which it was disclosed to the person, and the person agrees to notify Business Associate of any and all instances of which it is aware that the confidentiality of the information has been breached.

3.2.4 Except as otherwise limited by this Agreement, Business Associate may use PHI to provide Data Aggregation services to SBBC as permitted by 42 CFR § 164.504(e)(2)(i)(B).

3.3 **Obligations of SBBC Regarding PHI**.

3.3.1 SBBC shall provide Business Associate with the notice of privacy practices that SBBC produces in accordance with 45 CFR § 164.520, as well as any changes to such notice.

3.3.2 SBBC shall provide Business Associate with any and all changes in, or revocation of, authorization by an Individual to use or disclose PHI, if such changes affect Business Associate's permitted or required uses and disclosures.

EXHIBIT B

3.3.3 SBBC shall notify Business Associate of any and all restrictions to the use or disclosure of PHI that SBBC has agreed to in accordance with 45 CFR § 164.522.

3.3.4 SBBC and its representatives shall be entitled to audit Business Associate from time-to-time to verify Business Associate's compliance with the terms of this Agreement. SBBC shall provide Business Associate written notice at least ten (10) business days prior to the audit described in this paragraph. SBBC shall be entitled and enabled to inspect the records and other information relevant to Business Associate's compliance with the terms of this Agreement. SBBC shall conduct its review during the normal business hours of Business Associate, as the case may be, and to the extent feasible without unreasonably interfering with Business Associate's normal operations.

3.4 **Security of Electronic Protected Health Information**.

3.4.1 Business Associate has implemented policies and procedures to ensure that its receipt, maintenance, or transmission of "electronic protected health information" (as defined in 45 CFR §160.103) ("ePHI") on behalf of SBBC complies with the applicable administrative, physical, and technical safeguards required for protecting the confidentiality and integrity of ePHI in 45 CFR Part 160 and 164 Subpart C.

3.4.2 Business Associate agrees that it will ensure that its agents or subcontractors agree to implement the applicable administrative, physical, and technical safeguards required to protect the confidentiality and integrity of ePHI pursuant to 45 CFR Part 164.

3.4.3 Business Associate agrees to report to SBBC all Security Incidents (as defined by 45 CFR Part 164.304 and in accordance with applicable Florida law) of which it becomes aware. Business Associate agrees to report the Security Incident to SBBC as soon as reasonably practicable, but not later than 10 business days from the date the Business Associate becomes aware of the incident.

3.4.4 SBBC agrees and understands that SBBC is independently responsible for the security of ePHI in its possession or for ePHI that it receives from outside sources including Business Associate.

3.5 **Compliance with EDI Rule.** Business Associate agrees that it will comply with all applicable EDI standards. Business Associate further agrees that it will use its best efforts to comply with all applicable regulatory provisions in addition to the EDI Rule and the Privacy Rule that are promulgated pursuant to the Administrative Simplification Subtitle of HIPAA.

3.6 **Subsequent Legislative or Regulatory Changes**. Any and all amendments to the laws or regulations affecting the Privacy Rule, Security Rule, the HITECH Act, Omnibus Rule, or HIPAA

EXHIBIT B

shall be deemed to amend this Agreement and be incorporated without further action of the parties.

3.7 **Amendment**. The parties shall amend this Agreement, as is necessary, so that SBBC remains in compliance with any future changes to the Privacy Rule, the Security Rule, the HITECH Act and HIPAA. The parties may amend this Agreement for any other reasons as they deem appropriate. This Agreement shall not be amended except by written instrument executed by the parties.

3.8 **Term and Termination**.

3.8.1 Term. This Agreement shall be effective upon the execution of all parties and shall remain in effect until such time as SBBC exercises its rights of termination under section 9(b) or 9(c) and until the requirements of Section 9(d) below are satisfied. The rights and obligations of Business Associate under Section 9(d) shall survive termination of this Agreement.

3.8.2 Termination for Convenience. This Agreement may be terminated without cause and for convenience by SBBC during the term thereof upon thirty (30) calendar days' written notice to Business Associate.

3.8.3 Termination for Cause by SBBC. SBBC may terminate this Agreement without penalty or recourse to SBBC if SBBC determines that Business Associate has violated a material term of this Agreement. Upon SBBC's knowledge of a material breach by Business Associate, SBBC shall provide an opportunity for Business Associate to cure the breach. If Business Associate does not cure the breach within thirty (30) calendar days from the date that SBBC provides notice, SBBC shall have the right to terminate this Agreement, the Service Agreement, or both, by providing thirty (30) calendar days' advance written notice of such termination to Business Associate.

3.8.4 Effect of Termination. Upon termination of this Agreement for any reason, Business Associate shall return or destroy all PHI received from SBBC, or created or received by Business Associate on behalf of SBBC. Business Associate shall not retain any copies of the PHI except to the extent that the destruction or return of the PHI is infeasible. Business Associate shall provide to SBBC written notification of the conditions that make return or destruction of the PHI infeasible. If it is determined by SBBC that the return or destruction of PHI is infeasible, Business Associate shall extend the protections of this Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that SBBC explicitly authorizes in writing for so long as Business Associate maintains such PHI.

3.9 **Liability**. This section survives the termination of all performance or obligations under this Agreement and is fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

3.9.1 By SBBC. SBBC agrees to be fully responsible up to the limits of Section 768.28, Florida Statutes, for its acts of negligence, or its employees' acts of negligence when

EXHIBIT B

acting within the scope of their employment and agrees to be liable, up to the limits of Section 768.28, Florida Statutes, for any damages resulting from said negligence.

3.9.2 By Business Associate. Business Associate agrees to indemnify, hold harmless and defend SBBC, its agents, servants and employees from any and all third party claims, judgments, costs, and expenses including, but not limited to, reasonable attorney's fees, reasonable investigative and discovery costs, court costs, and all other sums which SBBC, its agents, servants, and employees may pay or become obligated to pay on account of any, all and every claim or demand, or assertion of liability, or any claim or action founded thereon, arising or alleged to have arisen out of or due to the products, goods, or services furnished by Business Associate, its agents, servants, or employees; the equipment of Business Associate, its agents, servants, or employees while such equipment is on premises owned or controlled by SBBC; or the negligence of Business Associate or the negligence of Business Associate's agents when acting within the scope of their employment, whether such claims, judgments, costs, and expenses are for damages, damage to property including SBBC's property, and injury or death of any person whether employed by Business Associate, SBBC, or otherwise.

3.10 **Notice**. When any of the parties desire to give notice to the other, such notice must be in writing, sent by U.S. mail, postage prepaid, addressed to the party for whom it is intended at the place last specified; the place for giving notice shall remain such until it is changed by written notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving notice:

To SBBC:
Superintendent of Schools
The School Board of Broward County, Florida
600 Southeast Third Avenue
Fort Lauderdale, Florida 33301

With a Copies to:
Chief Information Officer
The School Board of Broward County, Florida
7720 West Oakland Park Blvd
Sunrise, FL 33351

Privacy Officer
Risk Management Department
600 Southeast Third Avenue, 11th Floor
Fort Lauderdale, Florida 33301

To Business Associate:
Virginia Jacko, President and CEO
Florida Heiken Children's Vision Program, LLC
601 SW 8th Avenue, Miami, Florida 33130

3.11 **Equal Opportunity Provision**. The parties agree that no person shall be subjected to discrimination because of age, race, color, disability, gender identity, gender expression, marital

EXHIBIT B

status, national origin, religion, sex or sexual orientation in the performance of the parties' respective duties, responsibilities and obligations under this Agreement.

3.12 **Affidavit Regarding the Use of Coercion for Labor and Services**. Pursuant to Section 787.06(13), Florida Statutes, Business Associate, when executing, renewing, or extending an agreement with SBBC must provide an affidavit signed by an officer or representative of Business Associate under penalty of perjury stating that Business Associate does not use coercion for labor or services as defined in that statute. The submission of a false affidavit may subject Business Associate to civil penalties, attorney's fees, and/or costs. Any Agreement with SBBC shall be terminated by SBBC without recourse if Business Associate is found to have submitted a false affidavit. Any delays in delivery or service under this Agreement arising out of, as a result of, or in connection with Business Associate's use of coercion for labor or services as defined by Section 787.06(13), Florida Statutes, is not a Force Majeure event under this Agreement.

ARTICLE 4 – GENERAL CONDITIONS

4.1 **No Waiver of Sovereign Immunity.** Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable or of any rights or limits to liability existing under Section 768.28, Florida Statutes. This section survives the termination of all performance or obligations under this Agreement and is fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

4.2 **No Third-Party Beneficiaries**. The parties expressly acknowledge that it is not their intent to create or confer any rights or obligations under this Agreement in or upon any third person or entity. None of the parties intend to directly or substantially benefit a third-party by this Agreement. The parties agree that there are no third-party beneficiaries to this Agreement and that no third-party is entitled to assert a claim against any of the parties based upon this Agreement. Nothing herein shall be construed as consent by an agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of any Agreement.

4.3 **Records**. Each party shall maintain its own respective records and documents associated with this Agreement in accordance with the records retention requirements applicable to public records. Each party shall be responsible for compliance with any public documents request served upon it pursuant to Section 119.07, Florida Statutes, and any resultant award of attorney's fees for non-compliance with that law.

4.4 **Preparation of Agreement**. The parties acknowledge that they have sought and obtained whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to herein expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

EXHIBIT B

4.5 **Waiver**. The parties agree that each requirement, duty and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. Any party's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

4.6 **Compliance with Laws**. Each party shall comply with all applicable federal and state laws, codes, rules and regulations in performing its duties, responsibilities and obligations pursuant to this Agreement.

4.7 **Binding Effect**. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

4.8 **Assignment**. Neither this Agreement nor any interest herein may be assigned, transferred or encumbered by any party without the prior written consent of the other party. There shall be no partial assignments of this Agreement including, without limitation, the partial assignment of any right to receive payments from SBBC.

4.9 **Force Majeure**. Neither party shall be obligated to perform any duty, requirement or obligation under this Agreement if such performance is prevented by fire, hurricane, earthquake, explosion, wars, sabotage, accident, flood, acts of God, strikes, or other labor disputes, riot or civil commotions, or by reason of any other matter or condition beyond the control of either party, and which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall a lack of funds on the part of either party be deemed Force Majeure.

4.10 **Place of Performance**. All obligations of SBBC under the terms of this Agreement are reasonably susceptible of being performed in Broward County, Florida and shall be payable and performable in Broward County, Florida.

4.11 **Severability**. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, unlawful, unenforceable or void in any respect, the invalidity, illegality, unenforceability or unlawful or void nature of that provision shall not affect any other provision and this Agreement shall be considered as if such invalid, illegal, unlawful, unenforceable or void provision had never been included herein.

4.12 **Captions**. The captions, section numbers, title and headings appearing in this Agreement are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of such articles or sections of this Agreement, nor in any way effect this Agreement and shall not be construed to create a conflict with the provisions of this Agreement.

4.13 **Authority**. Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom

EXHIBIT B

he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

4.14 **Agreement Administration**. SBBC has delegated authority to the Superintendent of Schools or her/his designee to take any actions necessary to implement and administer this Agreement.

4.15 **No Waiver of Rights, Powers, and Remedies**. The parties agree that each requirement, duty, right and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. Any party's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement unless the waiver is in writing and signed by the party waiving such provision. A written waiver shall only be effective as to the specific instance for which it is obtained and shall not be deemed a continuing or future waiver.

4.16 **Regulatory References**. A reference in this Agreement to any part of the Privacy Rule, the Security Rule, the HITECH Act, or HIPAA shall refer to the most current form of legislation, and shall incorporate any future amendments.

4.17 **Governing Law**. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any controversies or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the State courts of the Seventeenth Judicial Circuit of Broward County, Florida.

4.18 **Entire Agreement**. This Agreement incorporates and includes all prior negotiations, correspondence, conversations, agreements and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this Agreement. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement upon the date of the last signature below.

[THIS SPACE IS INTENTIONALLY BLANK; SIGNATURE PAGE FOLLOWS]

EXHIBIT B

FOR SBBC:

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

By: _____
Sarah Leonardi, Chair

ATTEST:

Date: _____

_____
Dr. Howard Hepburn
Superintendent of Schools

Approved as to Form and Legal Content:

V Balkanski Digitally signed by V Balkanski Date: 2026.09.04 14:49:59 -04'00'
_____
Office of the General Counsel

EXHIBIT B

[THIS SPACE IS INTENTIONALLY BLANK; SIGNATURE PAGE FOLLOWS]

(Corporate Seal)

Corporate Secretary Signature

-OR-

Witness Signature

Print Name

-AND-

Witness Signature

Print Name

FOR BUSINESS ASSOCIATE

FLORIDA HEIKEN CHILDREN'S VISION PROGRAM, LLC

Signature:

Print Name: Virginia A Jacko

Title: President & CEO

Date: 09/09/2026

EXHIBIT B

ATTACHMENT A

NOTIFICATION TO THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA, ABOUT A BREACH OF UNSECURED PROTECTED HEALTH INFORMATION

This notification is made pursuant to Provision 3.1 of the Business Associate Agreement between The School Board of Broward County, Florida, ("SBBC") and Business Associate (Name):

Business Associate hereby notifies SBBC that there has been a breach of unsecured (unencrypted) protected health information (PHI) that Business Associate has used or has had access to under the terms of the Business Associate Agreement.

Description of the breach:

Date or date range of the breach:

Date of the discovery of the breach:

Number of individuals affected by the breach:

The types of unsecured PHI that were involved in the breach (such as full name, Social Security Number, Date of Birth, Residential Address, Account Number(s), or Disability code):

Description of what Business Associate is doing to investigate the breach, to mitigate losses, and to protect against any further breaches:

EXHIBIT B

Recommended steps the individuals whose information was breached should take to protect themselves from potential harm resulting from the breach:

Contact information for any questions or to learn additional information:

Name:	
Title:	
Address:	
Email Address:	
Phone Number:	

EXHIBIT B

Status: ORIGINAL

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

2024-10-15	Regular School Board Meeting
CATEGORY:	I. Student Support Initiatives & Recovery
DEPARTMENT:	Coordinated Student Health Services

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

TITLE:

Florida Heiken Children's Vision Program, LLC Agreement

REQUESTED ACTION:

Approve the Agreement between The School Board of Broward County, Florida (SBBC) and Florida Heiken Children's Vision Program, LLC (FHCVP). District-wide.

RATIONALE:

The Florida Heiken Children's Vision Program, LLC Agreement will provide provide non-invasive, comprehensive eye examination with dilation and eyeglasses, when prescribed, to children in need of vision services. This is a state funded children's vision program. The SBBC currently has an agreement with Florida Heiken Children's Vision

EXHIBITS:

Executive Summary
Agreement

FINANCIAL IMPACT:

None

STRATEGIC PLAN ALIGNMENT:

Student Focus Outcomes

Wellness Support **OR** **Business Operations**

BOARD ACTION:

(For Official School Board Records Only)

APPROVED

SOURCE OF ADDITIONAL INFORMATION

Name:		Phone:	
Name:		Phone:	

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Senior Leader & Title

Dr. Angela Fulton, Deputy Superintendent, Teaching & Learning

Signature

Dr. Angela Fulton, Deputy Superintendent, Teaching &

Electronic Signature

Form \$4189 Revised 7/24

HH/JJS

Approved in Open Board Meeting On: October 15, 2024

By: Lori Alhadeff

School Board Chair

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: _____
Lori Alhadeff, Chair

ATTEST:

Date: 10/15/24

_____
Dr. Howard Hepburn, Superintendent of Schools

Approved as to Form and Legal Content:

Kathelyn Jacques-Adams Digitally signed by Kathelyn Jacques-Adams Date: 2024.08.12 09:27:36 -04'00'

Note: Florida Heiken Children's Vision Program, LLC

_____
Office of the General Counsel

[THIS SPACE INTENTIONALLY LEFT BLANK]

FOR BUSINESS ASSOCIATE

Florida Heiken Children's Vision Program, LLC

By: _____

Virginia Jacko, President and CEO

ATTEST:

_____
Witness

_____
Witness

The Following Notarization is Required for this Agreement

STATE OF Florida

COUNTY OF Miami-Dade

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this August 8, 2024 (*date*) by Virginia A. Jacko (*name of officer or agent, title of officer or agent*) of Miami Lighthouse for the Blind & Visually Imp. (*name of corporation acknowledging*), a non-profit (*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 8th day of August, 2024.

My Commission Expires:

_____
Signature – Notary Public

Heidy T. Fariñas
Printed Name of Notary

(SEAL)

Heidy T. Fariñas
Notary Public
State of Florida
Comm# HH370665
Expires 5/13/2027

HH370665
Notary's Commission No.

For more information, please contact:

Name: Heather Katcher
Title: Director
Phone: 754-321-1575

EXECUTIVE SUMMARY

Agreement with Florida Heiken Children's Vision Program, LLC

Board Meeting Date: October 15, 2024

Recommended Action
Approve the Agreement between The School Board of Broward County, Florida (SBBC) and Florida Heiken Children's Vision Program, LLC (FHCVP).

District-zone Impact: District-wide

Impact if the Board Voted Yes or No

If the Board votes "Yes": If yes, SBBC will be able to partner with FHCVP to provide non-invasive comprehensive eye examinations and prescription eyeglasses to all District students whose parent(s)/guardian(s) have given written consent, at no cost.

If the Board votes "No": If no, BCPS will not be able to partner with FHCVP to provide non-invasive comprehensive eye examinations and prescription eyeglasses to all District students whose parent(s)/guardian(s) have given written consent, at no cost.

Background/History
Section 381.0056, Florida Statutes School Health Services program, requires BCPS to conduct non-invasive vision screenings for District students in grades K, 1, 3, and 6. Parent(s)/guardian(s) of District students who fail the vision screening are provided with a referral to the FHCVP for further vision evaluation. FHCVP is a state-funded vision program that provides non-invasive comprehensive eye examinations with dilation by Florida licensed optometrists in their offices, on school sites, or in FHCVP's mobile facilities free of charge. FHCVP also provides prescription eyeglasses free of charge, when prescribed, to District students who need them. FHCVP only provides services if the parent/guardian, or District students who are age 18 or older, have given written consent.

Agreement Term: October 15, 2024, through July 3, 2026.

School Year	# of Referrals from BCPS to Florida Heiken	# of Vision Exams Completed by Florida Heiken	# of Students who Received Glasses from Florida Heiken	# of Referrals form Florida Heiken for Further Vision Workup
2023-2024	3,621	1,564	883	93
2022-2023	4,253	1,969	1,136	116
2021-2022	2,384	927	485	54

Alignment to 2027 Goals and Guardrails

Guardrail 5: Wellness Support

Measurable Outcome(s)/Return on Investment

By June 2025, 95% of students who fail vision screenings will be referred to FHCVP for comprehensive eye exams. This agreement will play a pivotal role in increasing the ability of District students/families to follow-up on failed vision screening results by providing access to comprehensive eye exams, with written consent, and eyeglasses (when prescribed), at no cost.

Financial Impact

There is no financial impact to SBBC.

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

FLORIDA HEIKEN CHILDREN'S VISION PROGRAM, LLC
(hereinafter referred to as "FHCVP"),
whose principal place of business is
601 SW 8th Avenue, Miami, Florida 33130

WHEREAS, FHCVP wishes to provide health services involving examination, diagnosis, treatment, and prevention, at no cost to SBBC staff and District students, non-invasive, comprehensive eye examinations with dilation and eyeglasses, when prescribed, to children in need of vision services; and

WHEREAS, the parties agree that FHCVP will confirm student eligibility to receive these services; and

WHEREAS, the parties wish to set forth the terms and conditions under which each party will perform its obligations under this Agreement; and

NOW, THEREFORE, in consideration of the premises and of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

ARTICLE 1 - RECITALS

1.01 **Recitals**. The parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.

ARTICLE 2 – SPECIAL CONDITIONS

2.01 **Term of Agreement**. The term of this Agreement commences on upon the date of the last signature below ("Effective Date") and concludes on July 31, 2026 unless terminated earlier pursuant to section 3.05 of this Agreement.

2.02 **FHCVP Responsibilities.** FHCVP shall:

(a) Provide non-invasive comprehensive eye examinations with dilation by Florida licensed optometrists in their offices, on school sites, or in FHCVP's mobile facilities and provide prescription eye glasses to eligible students who need them and whose parents/guardians, or students 18 years of age or older, have given written consent via FHCVP's online portal, at no cost to the students or their parents;

(b) Contact screening liaison/designee at each school regarding scheduling for eye exams;

(c) Collaborate with District Coordinated Student Health Services department staff regarding protocols and procedures for coordination of eye exams and referrals;

(d) Collaborate with each school's screening liaison/designee to ensure proper protocol;

(e) Send school forms, brochures, and instructions regarding vision exams to the school screener/designee to enable the school screening liaison/designee to forward materials to the students and their parents;

(f) Send marketing/printed materials to schools for parent information subject to funding, availability and when requested;

(g) Comply with SBBC procedures and applicable laws and regulations to protect the confidentiality of student records and health information in accordance with disclosures and safeguarding section in this Agreement;

(h) Comply with the requirements of Sections 1012.32, 1012.456, and 435.04, Florida Statutes as well with the requirements of Section 948.06, Florida Statutes (2008), the Jessica Lunsford Act;

(i) Send monthly reports to District Coordinated Student Health Services staff on referrals from schools; and

(j) Services shall be provided to the students in conjunction with input from the school principal, or designee, and work in coordination with Broward schools. Services are to be provided by credentialed optometrists through the network of participating providers or optometrists working on-site with mobile-units or provided a room by the school site for the use of handheld equipment through the FHCVP.

2.03 **SBBC Responsibilities.** SBBC shall:

(a) Provide a FHCVP Portal Flyer with a quick link for parents to apply for FHCVP services at www.floridaheiken.org via phone, tablet or computer as part of the SBBC registration at the beginning of each school year during the term of this Agreement regarding FHCVP Vision

Program, to notify parents/guardians of their right to consent to their child receiving a comprehensive eye examination with dilation and eyeglasses, if eligible;

(b) Send FHCVP forms, brochures, and instructions (preferably in a digital format, but available on paper as well) regarding vision exams to the school screener/liaison to enable the school screening liaison/designee to forward materials to the students and their parents;

(c) Send FHCVP marketing/printed materials to schools for parent information subject to funding, availability and when requested; and

(d) Instruct participating schools on procedures for parents/guardians or students 18 or older to provide consent to receive treatment via the FHCVP online portal.

2.04 **SBBC Disclosure of Education Records.**

(a) Parents/guardians or students age 18 or older will provide the education records listed in this section to FHCVP for the following purposes:

1) to refer students in need of vision services for the purpose of FHCVP to conduct a comprehensive eye exam
2) for follow-up services for students in need of vision services
3) for FHCVP to confirm student eligibility for FHCVP services

(b) Parents/guardians or students age 18 or older will provide FHCVP with the following education records via FHCVP's online portal:

1) initial SBBC vision screening dates
2) student's first and last name
3) student medical information
4) ethnicity
5) race
6) number of people in the household
7) annual income
8) spoken language
9) contact information
10) FHCVP Monthly Report
    i. Account number
    ii. Student identification number
    iii. Date of birth
    iv. Grade
    v. County name
    vi. School name
    vii. Request date
    viii. Benefit status
    ix. Exam date
    x. Voucher sent
    xi. Service provider
    xii. Glasses
    xiii. Dispense date

xiv. Appointment
xv. Appointment status

(c) Consent Requirement: For parents/guardians and students age 18 or older and/or SBBC to provide education records to FHCVP, parents/guardians and students age 18 or older will electronically sign FHCVP's online "Mutual exchange of information," which states: "By signing below, I authorize the mutual release of my child's medical and/or healthcare information among the FHCVP, its funders, including the Florida Department of Health for auditing purposes, my County Public Schools (CPS), and any participating healthcare providers of any and all optometry medical reports on my child, to determine appropriate care. I also authorize CPS to release any required information that may be missing or unclear to process this application. I understand that I may be contacted by FHCVP or its funders to provide an anonymous option about the services received, but I have the right to refuse to participate if contacted." FHCVP will provide access for SBBC to view, online, which parents/guardians have to sign this electronic consent.

(d) The requirements of this section shall supersede any uses and disclosures of education records or the like as listed in FHCVP's privacy policies if any.

2.05 **FHCVP Safeguarding the Confidentiality of Education Records.**

(a) Notwithstanding any provision to the contrary within this Agreement, *FHCVP* shall:

1) fully comply with the requirements of Sections 1002.22, 1002.221, and 1002.222, Florida Statutes; the Family Educational Rights and Privacy Act, 20 U.S.C § 1232g (FERPA) and its implementing regulations (34 C.F.R. Part 99), and any other state or federal law or regulation regarding the confidentiality of student information and records;

2) hold any education records in strict confidence and not use or redisclose same except as required by this Agreement or as required or permitted by law unless the parent of each student or a student age 18 or older whose education records are to be shared provides prior written consent for their release;

3) ensure that, at all times, all of its employees who have access to any education records during the term of their employment shall abide strictly by its obligations under this Agreement, and that access to education records is limited only to its employees that require the information to carry out the responsibilities under this Agreement and shall provide said list of employees to SBBC upon request;

4) safeguard each education record through administrative, physical and technological safety standards to ensure that adequate controls are in place to protect the education records and information in accordance with FERPA's privacy requirements;

5) utilize the education records solely for the purposes of providing products and services as contemplated under this Agreement; and shall not share, publish, sell, distribute, target advertise, or display education records to any third party, in compliance with Section 1006.1494, Florida Statutes; and shall, otherwise be in full compliance with Section 1006.1494, Florida Statutes;

6) notify SBBC immediately upon discovery of a breach of confidentiality of education records by telephone at 754-321-0300 (Manager, Information Security), and 754-321-1900 (Privacy Officer), and email at privacy@browardschools.com, and take all necessary notification steps as may be required by federal and Florida law, including, but not limited to, those required by Section 501.171, Florida Statutes;

7) fully cooperate with appropriate SBBC staff, including Privacy Officer and/or Information Technology staff to resolve any privacy investigations and concerns in a timely manner;

8) prepare and distribute, at its own cost, any and all required breach notifications, under federal and Florida Law, or reimburse SBBC any direct costs incurred by SBBC for doing so, including, but not limited to, those required by Section 501.171, Florida Statutes;

9) be responsible for any fines or penalties for failure to meet breach notice requirements pursuant to federal and/or Florida law;

10) provide SBBC with the name and contact information of its employee who shall serve as SBBC's primary security contact and shall be available to assist SBBC in resolving obligations associated with a security breach of confidentiality of education records; and

11) purge education records from any media once the media is no longer in use or is to be disposed.

(b) All education records shall remain the property of SBBC, and any party contracting with SBBC serves solely as custodian of such information pursuant to this Agreement and claims no ownership or property rights thereto and, upon termination of this Agreement shall, at SBBC's request, return to SBBC (at no additional cost and in a format that is compatible with SBBC's information technology systems) or dispose of the education records in compliance with the applicable Florida Retention Schedules and provide SBBC with a written acknowledgment of said disposition.

(c) FHCVP shall, for itself, its officers, employees, agents, representatives, contractors or subcontractors, fully indemnify and hold harmless SBBC and its officers and employees for any violation of this section, including, without limitation, defending SBBC and its officers and employees against any complaint, administrative or judicial proceeding, payment of any penalty imposed upon SBBC, or payment of any and all costs, damages, judgments or losses incurred by or imposed upon SBBC arising out of a breach of this covenant by the party, or an officer,

employee, agent, representative, contractor, or sub-contractor of the party to the extent that the party or an officer, employee, agent, representative, contractor, or sub-contractor of the party shall either intentionally or negligently violate the provisions of this section or of Sections 1002.22 and/or 1002.221, Florida Statutes. This section shall survive the termination of all performance required or conclusion of all obligations existing under this Agreement.

2.06 **FHCVP Redisclosure of SBBC Education Records.**

(a) FHCVP will redisclose the following types of education records to these recipients:

1) Funders including Florida Department of Health will receive the optometry medical reports containing child identifiable information, name, DOB and school, for auditing purposes. (Some funders will only receive de-identified statistical data for auditing purposes.)

2) Florida Department of Health employees will receive the completed optometry exam results including all education records on the FHCVP Monthly Report, see section 2.04 (b) (10).

3) Participating providers

i. Mobile unit optometrists will receive optometry medical records and all information that parents/guardians or students age 18 or older input on the FHCVP online portal, to provide services.

ii. Network optometrists (in offices) will receive demographics (name, phone number, date of birth, school, address), to confirm child's eligibility and coordinate and provide services.

iii. Opticians who dispense glasses will receive child exam results with identifiable information (name, phone number, date of birth, school, address), to coordinate and provide services, and provide parent a copy of the exam results.

(b) Parents/guardians or students age 18 or older consent for FHCVP to re-disclose SBBC education records to the recipients listed in this section, via the FHCVP online portal.

2.07 **Third-Party Confidentiality of Education Records.**

For any and all education records that FHCVP rediscloses to any and all entities with which it contracts or utilizes ("third-parties") pursuant to the terms of this Agreement, FHCVP shall ensure that those third parties comply with the terms of this Agreement, including but not limited to the safeguarding section(s) of this Agreement. FHCVP 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.

2.08 **HIPAA Compliance.** FHCVP acknowledges that the Health Insurance Portability and Accountability Act ("HIPAA") and the Health Information Technology for Economic and Clinical Health Act of 2009 ("HITECH Act") (HIPAA and HITECH Act are collectively referred to herein as "HIPAA") protect the privacy of protected health information ("PHI") and may be

applicable to student records in certain circumstances; and shall enter into SBBC's HIPAA Business Associate Agreement ("BAA") attached as **Attachment 1**. PHI may be used and disclosed only in compliance with HIPAA.

2.09 **Auditing of Data Protection Controls**.

(a) FHCVP or any of FHCVP subcontractors with access to SBBC data shall provide an attestation stating FHCVP and/or FHCVP's subcontractors with access to SBBC data have undergone a third-party audit and the security controls being used comply with acceptable security standards. This attestation shall be provided to SBBC within ten (10) calendar days after the Effective Date of this Agreement and before the commencement of services by FHCVP or by any of FHCVP's subcontractors with access to SBBC data under this Agreement.

(b) At a minimum, the audit shall show what controls are used to:

1) protect SBBC against unauthorized access, unauthorized disclosure, and damage;

2) reduce the risk of compromise of the availability, integrity, confidentiality, and privacy of the provided SBBC data;

3) ensure SBBC student and/or staff personal information is collected, used, retained, disclosed, and disposed of in a manner to meet FHCVP's objectives while also ensuring the data is protected from unauthorized use or disclosure; and

4) monitor compliance with established security controls.

(c) Additionally, FHCVP and/or FHCVP's subcontractors with access to SBBC data shall, at minimum, annually complete a third-party assessment of their security controls showing compliance with acceptable security standards and maintain compliance during the agreement. FHCVP shall provide SBBC an attestation of continued compliance by FHCVP and/or FHCVP's subcontractors with access to SBBC data within ten (10) business days of written request by SBBC.

2.10 **Inspection of FHCVP's Records by SBBC**. FHCVP shall establish and maintain books, records, and documents (including electronic storage media) related to this Agreement. All of FHCVP's Records, regardless of the form in which they are kept, shall be open to inspection and subject to audit, inspection, examination, evaluation and reproduction, during normal working hours, by SBBC agent or its authorized representative. For the purpose of such audits, inspections, examinations, evaluations, and reproductions, SBBC's agent or authorized representative shall have access to FHCVP's Records from the Effective Date of this Agreement, for the duration of the term of the Agreement, and until the later of five (5) years after the termination of this Agreement or five (5) years after the date of final payment by SBBC to FHCVP pursuant to this Agreement. SBBC's agent or its authorized representative shall provide FHCVP with reasonable advance notice (not to exceed two (2) weeks) of any intended audit, inspection, examination, evaluation, and reproduction. SBBC's agent or its authorized representative shall have access to the FHCVP's facilities and to any and all records related to the Agreement, and shall be provided adequate and appropriate work space in order to exercise the rights permitted under this section. FHCVP shall comply and cooperate immediately with any

inspections, reviews, investigations, or audits deemed necessary by the Florida Office of the Inspector General or by any other state or federal officials.

2.11 **Notice**. When any of the parties desire to give notice to the other, such notice must be in writing, sent by U.S. Mail, postage prepaid, addressed to the party for whom it is intended at the place last specified; the place for giving notice shall remain such until it is changed by written notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving notice:

To SBBC:	Superintendent of Schools The School Board of Broward County, Florida 600 Southeast Third Avenue Fort Lauderdale, Florida 33301
With a Copy to:	Director, Coordinated Student Health Services The School Board of Broward County, Florida 1400 NW 14 Court, Fort Lauderdale, Florida 33311
With a Copy to:	Virginia Jacko, President and CEO Florida Heiken Children's Vision Program, LLC 601 SW 8th Avenue, Miami, Florida 33130

2.12 **Background Screening.** FHCVP 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 FHCVP'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 FHCVP or its personnel providing any services under this Agreement. FHCVP 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 FHCVP and its personnel. The parties agree that the failure of FHCVP 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 FHCVP to cure such default and no further responsibilities or duties for SBBC to perform under this Agreement. FHCVP 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 FHCVP's failure to comply with the requirements of this section or with Sections 1012.32, 1012.465, 1012.467, and 1012.468, Florida Statutes. SBBC issued identification badges must be worn at all times when on SBBC property or when performing services for SBBC and must be worn where they are visible and easily readable.

2.13 **Public Records.** The following provisions are required by Section 119.0701, Florida Statutes, and may not be amended. FHCVP 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, FHCVP 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. FHCVP 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 FHCVP does not transfer the public records to SBBC. Upon completion of the Agreement, FHCVP shall transfer, at no cost, to SBBC all public records in possession of FHCVP or keep and maintain public records required by SBBC to perform the services required under the Agreement. If FHCVP transfers all public records to SBBC upon completion of the Agreement, FHCVP shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If FHCVP keeps and maintains public records upon completion of the Agreement, FHCVP shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to SBBC, upon request from SBBC's custodian of public records, in a format that is compatible with SBBC's information technology systems.

IF A PARTY TO THIS AGREEMENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 754-321-1900, RECORDREQUESTS@BROWARDSCHOOLS.COM, RISK MANAGEMENT DEPARTMENT, PUBLIC RECORDS DIVISION, 600 SOUTHEAST THIRD AVENUE, FORT LAUDERDALE, FLORIDA 33301.

2.14 **Liability**. This section survives the termination of all performance or obligations under this Agreement and is fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

(a) By SBBC. SBBC agrees to be fully responsible up to the limits of Section 768.28, Florida Statutes, for its acts of negligence, or its employees' acts of negligence when acting within the scope of their employment and agrees to be liable, up to the limits of Section 768.28, Florida Statutes, for any damages resulting from said negligence.

(b) By FHCVP. FHCVP agrees to indemnify, hold harmless and defend SBBC, its agents, servants and employees from any and all claims, judgments, costs, and expenses including, but not limited to, reasonable attorney's fees, reasonable investigative and discovery costs, court costs, and all other sums which SBBC, its agents, servants, and employees may pay or become obligated to pay on account of any, all and every claim or demand, or assertion of liability, or any claim or action founded thereon, arising or alleged to have arisen out of or due to the products, goods, or services furnished by FHCVP, its agents, servants, or employees; the equipment of FHCVP, its agents, servants, or employees while such equipment is on premises owned or controlled by SBBC; or the negligence of FHCVP or the negligence of FHCVP's agents when acting within the scope of their employment, whether such claims, judgments, costs, and

expenses are for damages, damage to property including SBBC's property, and injury or death of any person whether employed by FHCVP, SBBC, or otherwise.

2.15 **Insurance Requirements.** FHCVP shall comply with the following insurance requirements throughout the term of this Agreement:

(a) General Liability. FHCVP shall have and maintain General Liability insurance with limits of not less than $1,000,000 per occurrence for Bodily Injury/ Property Damage; $1,000,000 General Aggregate; and limits of not less than $1,000,000 for Products/Completed Operations Aggregate.

(b) Professional Liability/Errors & Omissions. FHCVP shall have and maintain Professional Liability/Errors & Omissions insurance with a limit of not less than $1,000,000 per occurrence covering any services provided under this Agreement.

(c) Workers' Compensation. In accordance with Chapter 440, Florida Statutes, FHCVP shall have and maintain Workers' Compensation insurance and Employer's Liability limits of not less than $100,000/$100,000/$500,000 (each accident/disease-each employee/disease-policy limit).

(d) Auto Liability. FHCVP 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 FHCVP 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 FHCVP must be furnished to SBBC stating the following: "Florida Heiken Children's Vision Program, LLC does not own any vehicles. If Florida Heiken Children's Vision Program, LLC acquires any vehicles during the term of the Agreement, Florida Heiken Children's Vision Program, LLC agrees to provide proof of "Any Auto" coverage effective as of the date of vehicle acquisition."

(e) Acceptability of Insurance Carriers. The insurance policies required under this Agreement shall be issued by companies qualified to do business in the State of Florida and having a rating of at least A- VI by AM Best or Aa3 by Moody's Investor Service.

(f) Verification of Coverage. Proof of the required insurance must be furnished by FHCVP to SBBC's Risk Management Department by Certificate of Insurance within fifteen (15) calendar days of the date of this Agreement. To streamline this process, SBBC has partnered with EXIGIS Risk Management Services to collect and verify insurance documentation. All certificates (and any required documents) must be received and approved by SBBC's Risk Management Department before any work commences in order to permit FHCVP sufficient time to remedy any deficiencies. FHCVP must verify its account information and provide contact details for its Insurance Agent via the link provided to it by email.

(g) Required Conditions. Liability policies must include the following terms on the Certificate of Insurance:

1) The School Board of Broward County, Florida, its members, officers, employees, and agents are added as additional insureds.

2) All liability policies are primary of all other valid and collectable coverage maintained by The School Board of Broward County, Florida.

3) Certificate Holder: The School Board of Broward County, Florida, c/o EXIGIS Risk Management Services, P.O. Box 4668-ECM, New York, New York 10163-4668.

(h) Cancellation of Insurance. FHCVP is prohibited from providing services under this Agreement with SBBC without first obtaining the minimum required insurance coverage and must notify SBBC within two (2) business days if required insurance is cancelled.

(i) SBBC reserves the right to review, reject or accept any required policies of insurance, including limits, coverages, or endorsements herein throughout the term of this Agreement.

2.16 **Equal Opportunity Provision**. The parties agree that no person shall be subjected to discrimination because of age, race, color, disability, gender identity, gender expression, marital status, national origin, religion, sex or sexual orientation in the performance of the parties' respective duties, responsibilities and obligations under this Agreement.

2.17 **Certification Regarding Scrutinized Activities.** Section 287.135(2)(a), Florida Statutes, prohibits a company from bidding on, submitting a proposal for, or entering into or renewing an Agreement for goods or services of any amount if, at the time of contracting or renewal, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel. Section 287.135(2)(b), Florida Statutes, further prohibits a company from bidding on, submitting a proposal for, or entering into or renewing an Agreement for goods or services over One Million Dollars and 00/100 Cents ($1,000,000.00) if, at the time of contracting or renewal, the company is on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, both created pursuant to Section 215.473, Florida Statutes, or the company is engaged in business operations in Cuba or Syria. Entering into this Agreement constitutes certification by FHCVP 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. FHCVP further certifies that it is not engaged in a boycott of Israel or engaged in business operations in Cuba or Syria. FHCVP 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. FHCVP further understands that any Agreement with SBBC for goods or services of any amount may be terminated at SBBC's option if FHCVP (a) is found to have submitted a false certification, (b) has been placed on the List of Scrutinized Companies that Boycott Israel, or (c) is engaged in a boycott of Israel. And, in addition to the foregoing, if the amount of the Agreement is One Million Dollars and 00/100 Cents ($1,000,000) or more, the Agreement may be terminated at SBBC's option if FHCVP is found to have submitted a false certification, has been placed on the Scrutinized Companies with Activities in Sudan List or the

Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria.

2.18 **Annual Appropriation.** SBBC's performance and obligations under this Agreement is contingent upon an annual budgetary appropriation by its governing body. If SBBC does not allocate funds for the payment of services or products to be provided under this Agreement, this Agreement may be terminated by SBBC at the end of the period for which funds have been allocated. SBBC shall notify the other party at the earliest possible time before such termination. No penalty accrues to SBBC if this provision is exercised, and SBBC is not obligated or liable for any future payments due or any damages as a result of termination under this section.

2.19 **Excess Funds**. Any party receiving funds paid by SBBC under this Agreement agrees to promptly notify SBBC of any funds erroneously received from SBBC upon the discovery of such erroneous payment or overpayment. Any such excess funds shall be refunded to SBBC, together with any applicable statutory interest.

2.20 **Proprietary Information.**

(a) Any documents or materials submitted to SBBC shall be open for inspection by any person in accordance with Section 119.07, Florida Statutes, except as otherwise exempted from disclosure by applicable law. A party contracting with SBBC must clearly mark, label, designate, or identify any portions of any documents or materials it provides to SBBC which are claimed to be confidential and exempt from public inspection, provided that the confidential or exempt portions of such documents or materials are clearly marked with specific citations of law that provide the asserted confidentiality or exemption. A contracting party's failure to identify any confidential or exempt portions of documents or materials or to specify the law establishing their confidential or exempt status is a waiver of confidential or exempt status for any such unidentified or unsupported portions of any documents or materials.

(b) If SBBC receives a public record request for documents or materials in its custody under this Agreement which have been properly marked as confidential or exempt, SBBC will notify the contracting party of the public records request. The notice shall state that the requested materials will be produced by SBBC to the requesting party within ten (10) calendar days of the date of the written notification, unless the contracting party has initiated an action at its sole cost and expense in a court of competent jurisdiction to preclude the release of the requested materials. The contracting party shall name the party requesting the documents or materials as a defendant and will not name SBBC as a party to the action, but will provide SBBC with notice of such proceedings. The contracting party agrees to indemnify SBBC for any costs, expenses, and attorney's fees SBBC may incur with regard to any legal proceedings and judgments that may arise from the request for the contracting party's public records that are subject to claims of confidential or exempt status. A failure to timely initiate the legal action required by this paragraph is a waiver of any claim that the requested information is confidential and exempt from public disclosure. The contracting party waives any cause of action against SBBC for the release of materials pursuant to a public records request except for any claims based upon the intentional or grossly negligent conduct of any employee of SBBC.

2.21 **Incorporation by Reference**. **Attachment 1** attached hereto and referenced herein are incorporated into this Agreement by reference.

ARTICLE 3 – GENERAL CONDITIONS

3.01 **No Waiver of Sovereign Immunity**. Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable or of any rights or limits to liability existing under Section 768.28, Florida Statutes. This section survives the termination of all performance or obligations under this Agreement and is fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

3.02 **No Third-Party Beneficiaries**. The parties expressly acknowledge that it is not their intent to create or confer any rights or obligations under this Agreement in or upon any third person or entity. None of the parties intend to directly or substantially benefit a third-party by this Agreement. The parties agree that there are no third-party beneficiaries to this Agreement and that no third-party is entitled to assert a claim against any of the parties based upon this Agreement. Nothing herein shall be construed as consent by an agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of any Agreement.

3.03 **Independent Contractor**. The parties to this Agreement are acting in the capacity of independent contractors and not as an officer, employee, or agent of one another. Neither party or its respective agents, employees, subcontractors, or assignees shall represent to others that it has the authority to bind the other party unless specifically authorized in writing to do so. No right to SBBC retirement, leave benefits, or any other benefits of SBBC employees exists as a result of the performance of any duties or responsibilities under this Agreement. SBBC is not responsible for Social Security, withholding taxes, contributions to unemployment compensation funds or insurance for the other party or the other party's officers, employees, agents, subcontractors, or assignees.

3.04 **Default**. The parties agree that, if either party is in default of its obligations under this Agreement, the non-defaulting party shall provide to the defaulting party (30) calendar days' written notice to cure the default. However, if said default cannot be cured within said thirty (30) calendar day period and the defaulting party is diligently attempting in good faith to cure same, the time period will be reasonably extended to allow the defaulting party additional cure time. Upon the occurrence of a default that is not cured during the applicable cure period, this Agreement may be terminated by the non-defaulting party upon thirty (30) calendar days' notice. This remedy is not intended to be exclusive of any other remedy, and each and every such remedy is cumulative and in addition to every other remedy now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder precludes any other or future exercise thereof. Nothing in this section shall be construed to preclude termination for convenience pursuant to section 3.05.

3.05 **Termination**. This Agreement may be terminated with or without cause by SBBC during the term hereof upon thirty (30) calendar days' written notice to the other parties of its desire to terminate this Agreement. In the event of such termination, SBBC is entitled to a *pro*

rata refund of any pre-paid amounts for any services scheduled to be delivered after the effective date of such termination. SBBC has no liability for any property left on SBBC's property by any party to this Agreement after the termination of this Agreement. Any party contracting with SBBC under this Agreement agrees that any of its property placed upon SBBC's facilities pursuant to this Agreement shall be removed within ten (10) business days following the termination, conclusion, or cancellation of this Agreement and that any such property remaining upon SBBC's facilities after that time shall be deemed to be abandoned, that title to such property shall pass to SBBC, and that SBBC may use or dispose of such property as SBBC deems fit and appropriate.

3.06 **Compliance with Laws**. Each party shall comply with all applicable federal, state and local laws, SBBC policies, codes, rules, and regulations in performing its duties, responsibilities, and obligations pursuant to this Agreement.

3.07 **Place of Performance**. All of SBBC's obligations under the terms of this Agreement are reasonably susceptible of being performed in Broward County, Florida and are payable and performable in Broward County, Florida.

3.08 **Governing Law and Venue**. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any disputes, controversies, or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted exclusively to the jurisdiction of the State courts of the Seventeenth Judicial Circuit of Broward County, Florida or to the jurisdiction of the United States District Court for the Southern District of Florida. Each party agrees and admits that the state courts of the Seventeenth Judicial Circuit of Broward County, Florida or the United States District Court for the Southern District of Florida has jurisdiction over it for any dispute arising under this Agreement.

3.09 **Entirety of Agreement**. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof is predicated upon any prior representations or agreements, whether oral or written.

3.10 **Binding Effect**. This Agreement is binding upon and inures to the benefit of the parties hereto and their respective successors and assigns.

3.11 **Assignment**. Neither this Agreement nor any interest herein may be assigned, transferred, or encumbered by any party without the prior written consent of the other party. There shall be no partial assignment of interests under this Agreement including, without limitation, the partial assignment of any right to receive payments from SBBC.

3.12 **Captions**. The captions, section designations, section numbers, article numbers, titles, and headings appearing in this Agreement are inserted only as a matter of convenience, have no substantive meaning, and in no way define, limit, construe, or describe the

scope or intent of such articles or sections of this Agreement, nor in any way affect this Agreement and shall not be construed to create a conflict with the provisions of this Agreement.

3.13 **Severability**. If any one or more of the sections, paragraphs, sentences, clauses, or provisions contained in this Agreement is held by a court of competent jurisdiction to be invalid, illegal, unlawful, unenforceable, or void in any respect, such does not affect the remaining portions of this Agreement and the same remain in full force and effect as if such invalid, illegal, unlawful, unenforceable, or void sections, paragraphs, sentences, clauses, or provisions had never been included.

3.14 **Preparation of Agreement**. The parties acknowledge that they have sought and obtained whatever competent advice and counsel necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to herein expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

3.15 **Amendments**. No modification, amendment, or alteration in the terms or conditions contained herein is effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by each party hereto.

3.16 **Waiver**. The parties agree that each requirement, duty and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. Any party's failure to enforce any provision of this Agreement is not a waiver of such provision or modification of this Agreement unless the waiver is in writing and signed by the party waiving such provision. A written waiver is only effective as to the specific instance for which it is obtained and is not a continuing or future waiver.

3.17 **Force Majeure**. Neither party is obligated to perform any duty, requirement, or obligation under this Agreement if such performance is prevented by fire, hurricane, earthquake, explosion, wars, sabotage, accident, flood, acts of God, strikes, or other labor disputes, riot or civil commotions, epidemics, pandemics, government regulations, and the issuance or extension of existing government orders of the United States, the State of Florida, or local county and municipal governing bodies, or by reason of any other matter or condition beyond the control of either party, and which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall a lack of funds on the part of either party be deemed Force Majeure.

3.18 **Rights and Remedies.** The duties and obligations imposed by this Agreement and the rights and remedies available thereunder are in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

3.19 **Survival**. All representations and warranties made herein, indemnification obligations, obligations to reimburse SBBC, obligations to maintain and allow inspection and audit of records and property, obligations to maintain the confidentiality of records, reporting requirements, and obligations to return public funds survive the termination of this Agreement.

3.20 **Agreement Administration.** SBBC has delegated authority to the Superintendent of Schools or her/his designee to take any actions necessary to implement and administer this Agreement.

3.21 **Counterparts and Multiple Originals.** This Agreement may be executed in multiple originals, and may be executed in counterparts, each of which is an original, but all of which, taken together, shall constitute one and the same Agreement.

3.22 **Authority**. Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement upon the date of the last signature below.

[THIS SPACE INTENTIONALLY LEFT BLANK; SIGNATURE PAGES FOLLOW]

FOR SBBC:

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

By: _____
Lori Alhadeff, Chair

ATTEST:

Date: _____

_____
Dr. Howard Hepburn
Superintendent of Schools

Approved as to Form and Legal Content:

Note: Florida Heiken Children's Vision Program, LLC

_____
Office of the General Counsel

[THIS SPACE INTENTIONALLY LEFT BLANK; SIGNATURE PAGE FOLLOWS]

FOR FHCVP:

(Corporate Seal)

FLORIDA HEIKEN CHILDREN'S VISION PROGRAM, LLC

ATTEST:

By: _____

_____, Secretary

Print Name: Virginia A. Jacko

-or-

Title: President and CEO

Natalya Lopez
Witness

Date: 08/08/24

Hillary Bautista
Witness

The Following Notarization is Required for Every Agreement Without Regard to Whether the Party Chose to Use a Secretary's Attestation or Two (2) Witnesses.

STATE OF Florida

COUNTY OF Miami-Dade

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 8th day of August 2024 (*date*) by Virginia A. Jacko (*name of officer or agent, title of officer or agent*) of Miami Lighthouse for the Blind and Visually Impaired (*name of corporation acknowledging*), a non-profit (*state or place of incorporation*) corporation, on behalf of the corporation. He/she is ☑ personally known to me or has produced N/A (*type of identification*) as identification and who ☑did/☐did not first take an oath this 8th day of August, 2024.

My Commission Expires:

_____
Signature – Notary Public

Heidy T. Fariñas
Printed Name of Notary

(SEAL)

Heidy T. Fariñas
Notary Public
State of Florida
Comm# HH370665
Expires 5/13/2027

HH370665
Notary's Commission No.

Attachment 1

HIPAA BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement ("***Agreement***") is made and entered into as of this____day of ____, 2024 the "Effective Date"), by and between

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
(hereinafter referred to as "***SBBC***" or "***Covered Entity***"),
a body corporate and political subdivision of the State of
Florida, whose principal place of business is
600 Southeast Third Avenue, Fort Lauderdale, Florida

33301 and

Florida Heiken Children's Vision Program, LLC
(hereinafter referred to as "Business
Associate"), whose principal place of
business is
601 SW 8th Avenue, Miami, Florida 33130

WHEREAS, by virtue of some of the services that Business Associate performs for SBBC, Business Associate may be a "business associate," as that term is defined in 45 C.F.R. §160.103; and

WHEREAS, SBBC and Business Associate may share Protected Health Information ("PHI") (as defined below) in the course of their relationship; and

WHEREAS, SBBC and Business Associate understand that, with respect to coverages subject to regulation under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), they are subject to the requirements governing business associates, including but not limited to the Privacy Rule and the Security Rule (both defined below) of HIPAA, the Health Information Technology for Economic and Clinical Health Act of 2009 ("HITECH"), the Omnibus Rule of 2013, and applicable Florida law, any of which may be amended from time to time or supplemented by new legislation or guidance (hereinafter collectively referred to as "Business Associate Requirements"); and

WHEREAS, SBBC and Business Associate intend to fully comply with current and future Business Associate requirements and mutually desire to outline their individual responsibilities with respect to Protected Health Information ("***PHI***") as mandated by the "Privacy Rule", the "Security Rule", and the HITECH Act; and

WHEREAS, SBBC and Business Associate understand and agree that the Business Associate requirements require SBBC and Business Associate to enter into a Business Associate Agreement which shall govern the use and/or disclosure of PHI and the security of Electronic PHI ("ePHI").

NOW, THEREFORE, the parties hereto agree as follows:

ARTICLE 1 – RECITALS

1. **Definitions.** When used in this Agreement and capitalized, the following terms have the following meanings:

   (a) ***"Breach"*** has the same meaning as that term is defined in §13400 of the HITECH Act and shall include the unauthorized acquisition, access, use, or disclosure of PHI that compromises the security or privacy of such information.

(b) **"*Business Associate*"** shall mean Business Associate named above and shall include all successors, assigns, affiliates, subsidiaries, and related companies.

(c) "***Designated Record Set***" has the same meaning as the term "designated record set" in 45 CFR
§164.501, which includes enrollment, payment, billing, claims adjudication and case or medical management record systems maintained by or for a health plan, or other information used in whole or part by or for the Plan to make decisions about individuals.

(d) "***EDI Rule***" shall mean the Standards for Electronic Transactions as set forth at 45 CFR Parts 160, Subpart A and 162, Subpart A and I through R.

(e) "***Electronic PHI***" or "ePHI", shall mean PHI that is transmitted by or maintained in electronic media.

(f) **"*HIPAA*"** means the Health Insurance Portability and Accountability Act of 1996.

(g) **"*HITECH Act*"** means the Health Information Technology for Economic and Clinical Health Act of 2009.

(h) **"*Individual*"** shall have the same meaning as the term "Individual" in 45 C.F.R. §160.103 and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R.
§164.502(g).

(i) *"**Minimum Necessary**"* means the least amount of PHI needed to accomplish the intended purpose of the use or disclosure.

(j) *"**Omnibus Rule**"* means the HIPAA Omnibus Rule of 2013.

(k) **"*Privacy Rule*"** shall mean the Standards for Privacy of Individually Identifiable Health Information as set forth in 45 C.F.R. Parts 160 and 164, subparts A and E.

(l) **"*Protected Health Information*"** or **"*PHI*"** shall have the same meaning as the term "protected health information" in 45 C.F.R. §160.103 (as amended by the HITECH Act) limited to the information created or received by Business Associate from or on behalf of SBBC.

(m) **"*Required by Law*"** shall have the same meaning as the term "required by law" in 45 C.F.R.
§164.103.

(n) **"*Secretary*"** shall mean the Secretary of the Department of Health and Human Services or his or her designee.

(o) *"**Security Rule**"* shall mean the Standards for Security of ePHI as set forth in 45 C.F.R. Parts 160 and 164 Subpart C.

(p) "***Unsecured PHI***" shall mean PHI that is not secured through the use of a technology or methodology specified by the Secretary in guidance or as otherwise defined in §13402(h) of the HITECH Act.

Terms used but not defined in this Agreement shall have the same meaning as those terms in 45 C.F.R. §§ 164.103 and 164.501 and the HITECH Act.

2. Obligations and Activities of Business Associate Regarding PHI.

(a) Business Associate agrees to not use or further disclose PHI other than as permitted or required by this Agreement or as Required by Law.

(b) Business Associate agrees to comply with the "Minimum Necessary" rule when using, disclosing, or requesting PHI, except when a specific exception applies under HIPAA or the HITECH Act.

(c) Business Associate agrees to use appropriate safeguards and comply, where applicable, with the HIPAA Security Rule to prevent use or disclosure of the PHI other than as provided for by this Agreement.

(d) Business Associate agrees to report to SBBC, as soon as reasonably practicable, any impermissible use or disclosure of PHI it becomes aware of, and any use or disclosure of PHI not provided for by this Agreement. Any report of breach should be in substantially the same form as Exhibit A hereto.

(e) Business associate shall promptly inform SBBC of a Breach of Unsecured PHI within the next business day of when Business Associate knows of such Breach

(f) For the Breach of Unsecured PHI in its possession:

1. Business Associate will perform a Risk Assessment to determine if there is a low probability that the PHI has been compromised. Business Associate will provide SBBC with documentation showing the results of the Risk Assessment. The Risk Assessment will consider at minimum the following factors:

    a. The nature and extent of the PHI involved, including the types of identifiers and the likelihood of re-identification;

    b. The unauthorized person who used the PHI or to whom the disclosure was made;

    c. Whether the PHI was actually acquired or viewed; and

    d. The extent to which the risk to the PHI has been mitigated.

2. Business Associate will prepare and distribute, at its own cost, any and all required notifications under Federal and Florida law, or reimburse SBBC any direct costs incurred by SBBC for doing so.

3. Business Associate shall be responsible for all fines or penalties incurred for failure to meet Breach notice requirements pursuant to Federal and/or Florida law.

(g) Business Associate agrees to ensure that, and obtain assurance from, any and all agents, including sub-contractors (excluding entities that are merely conduits), to whom it provides PHI, to agree to the same restrictions and conditions that apply to Business Associate with respect to such information. All agents and subcontractors engaged by the Business Associate that create, maintain, receive or transmit PHI must comply with the HIPAA Rules, including the rules to extend the requirements to the agent's or subcontractor's subcontractors.

(h) Business Associate agrees to provide SBBC access, at the request of SBBC, and in the time and manner designated by SBBC, to PHI in a Designated Record Set, in order for SBBC to meet the requirements under 45 C.F.R. § 164.524.

(i) Business Associate agrees to amend PHI in a Designated Record Set at SBBC's, or an Individual's, direction pursuant to 45 C.F.R. § 164.526, in the time and manner designated by SBBC. Business Associate agrees to make internal practices, policies, books and records relating to the use and disclosure of PHI available to SBBC, or at the request of SBBC to the Secretary, in a time and manner as designated by SBBC or the Secretary, for purposes of the Secretary determining SBBC's compliance with the Privacy Rule. Business Associate shall immediately notify SBBC upon receipt or notice of any and all requests by the Secretary to conduct an investigation with respect to PHI received from SBBC.

(j) Business Associate agrees to document any and all disclosures of PHI and information related to such disclosures that are not excepted under 45 C.F.R. § 164.528(a)(1) as would be reasonably required for SBBC to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528.

(k) Business Associate agrees to provide to SBBC or an Individual, in a time and manner designated by SBBC, information collected in accordance with paragraph (j) above, to permit SBBC to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528.

(l) Business Associate agrees to use or disclose PHI pursuant to the request of SBBC; provided, however, that SBBC shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under the Privacy Rule if done by SBBC.

(m) Business Associate agrees to mitigate, to the extent practicable, any and all harmful effects that are known to Business Associate of a use or disclosure of PHI, or a Breach of Unsecured PHI, by Business Associate in violation of the requirements of this Agreement, the Privacy Rule, the Security Rule, the HITECH Act or HIPAA generally.

(n) Business Associate shall provide SBBC with a copy of any notice of privacy practices it produces in accordance with 45 C.F.R. § 164.520, as well as any and all changes to such notice.

(o) Business Associate, if performing a function that applies to Covered Entity, agrees to comply with the requirements that apply to the Covered Entity.

3. **Permitted Uses and Disclosures of PHI by "Business Associate".**

(a) Except as otherwise limited by this Agreement, Business Associate may use or disclose PHI to perform functions, activities or services for, or on behalf of, SBBC pursuant to any Agreements for services between the parties provided that such use or disclosure would not violate the Privacy Rule if done by SBBC.

(b) Except as otherwise limited by this Agreement, Business Associate may use PHI for the proper management and administration of Business Associate and to carry out the legal responsibilities of Business Associate.

(c) Except as otherwise limited by this Agreement, Business Associate may disclose PHI for the proper management and administration of Business Associate and to carry out the legal responsibilities of Business Associate if: (i) such disclosure is Required by Law, or (ii) Business Associate obtains reasonable assurances from the person to whom the information is disclosed that such information will remain confidential and used or further disclosed only as Required by Law or for the purposes for which it was disclosed to the person, and the person agrees to notify Business Associate of any and all instances of which it is aware that the confidentiality of the information has been breached.

(d) Except as otherwise limited by this Agreement, Business Associate may use PHI to provide Data Aggregation services to SBBC as permitted by 42 C.F.R. § 164.504(e)(2)(i)(B).

4. **Obligations of SBBC Regarding PHI.**

(a) SBBC shall provide Business Associate with the notice of privacy practices that SBBC produces in accordance with 45 C.F.R. § 164.520, as well as any changes to such notice.

(b) SBBC shall provide Business Associate with any and all changes in, or revocation of, authorization by an Individual to use or disclose PHI, if such changes affect Business Associate's permitted or required uses and disclosures.

(c) SBBC shall notify Business Associate of any and all restrictions to the use or disclosure of PHI that SBBC has agreed to in accordance with 45 C.F.R. § 164.522.

(d) SBBC and its representatives shall be entitled to audit Business Associate from time-to-time to verify Business Associate's compliance with the terms of this Agreement. SBBC shall provide Business Associate written notice at least ten (10) business days prior to the audit described in this paragraph. SBBC shall be entitled and enabled to inspect the records and other information relevant to Business Associate's compliance with the terms of this Agreement. SBBC shall conduct its review during the normal business hours of Business Associate, as the case may be, and to the extent feasible without unreasonably interfering with Business Associate's normal operations.

5. **Security of Electronic Protected Health Information.**

(a) Business Associate has implemented policies and procedures to ensure that its receipt, maintenance, or transmission of "electronic protected health information" **(as defined in 45 C.F.R. §160.103)** ("ePHI") on behalf of SBBC complies with the applicable administrative, physical, and technical safeguards required for protecting the confidentiality and integrity of ePHI in 45 C.F.R. Part 160 and 164 subpart C.

(b) Business Associate agrees that it will ensure that its agents or subcontractors agree to implement the applicable administrative, physical, and technical safeguards required to protect the confidentiality and integrity of ePHI pursuant to 45 C.F.R. Part 164.

(c) Business Associate agrees to report to SBBC all Security Incidents (as defined by 45 C.F.R. Part 164.304 and in accordance with applicable Florida law) of which it becomes aware. Business Associate agrees to report the Security Incident to SBBC as soon as reasonably practicable, but not later than 10 business days from the date the Business Associate becomes aware of the incident.

(d) SBBC agrees and understands that SBBC is independently responsible for the security of ePHI in its possession or for ePHI that it receives from outside sources including Business Associate.

6. Compliance with EDI Rule .

Business Associate agrees that it will comply with all applicable EDI standards. Business Associate further agrees that it will use its best efforts to comply with all applicable regulatory provisions in addition to the EDI Rule and the Privacy Rule that are promulgated pursuant to the Administrative Simplification Subtitle of HIPAA.

7. Subsequent Legislative or Regulatory Changes.

Any and all amendments to the laws or regulations affecting the Privacy Rule, Security Rule, the HITECH Act, Omnibus Rule, or HIPAA shall be deemed to amend this Agreement and be incorporated without further action of the parties.

8. Amendment.

The parties shall amend this Agreement, as is necessary, so that SBBC remains in compliance with any future changes to the Privacy Rule, the Security Rule, the HITECH Act and HIPAA. The parties may amend this Agreement for any other reasons as they deem appropriate. This Agreement shall not be amended except by written instrument executed by the parties.

9. Term and Termination.

(a) Term. This Agreement shall be effective upon the execution of all parties and shall remain in effect until such time as SBBC exercises its rights of termination under section 9(b) or 9(c) and until the requirements of Section 9(d) below are satisfied. The rights and obligations of Business Associate under Section 9(d) shall survive termination of this Agreement.

(b) Termination for Convenience. This Agreement may be terminated without cause and for convenience by SBBC during the term thereof upon thirty (30) days written notice to Business Associate.

(c) Termination for Cause by SBBC. Upon SBBC's knowledge of a material breach by Business Associate, SBBC shall provide an opportunity for Business Associate to cure the breach. If Business Associate does not cure the breach within thirty (30) days from the date that SBBC provides notice, SBBC shall have the right to terminate this Agreement, the Service Agreement, or both, by providing thirty (30) days advance written notice of such termination to Business Associate.

SBBC may terminate this Agreement without penalty or recourse to SBBC if SBBC determines that Business Associate has violated a material term of this Agreement.

Upon Business Associate knowledge of a material breach by SBBC, Business Associate shall provide an opportunity for SBBC to cure the breach. If SBBC does not cure the breach within thirty (30) days of the date that Business Associate provides notice of such breach to SBBC, Business Associate shall have the right to terminate this Agreement, the Service Agreement, or both, by providing thirty (30) days advance written notice of such termination to SBBC.

(d) Effect of Termination. Upon termination of this Agreement for any reason, Business Associate shall return or destroy all PHI received from SBBC, or created or received by Business Associate on behalf of SBBC. Business Associate shall not retain any copies of the PHI except to the extent that the destruction or return of the PHI is infeasible. Business Associate shall provide to SBBC written notification of the conditions that make return or destruction of the PHI infeasible. If it is determined by SBBC that the return or destruction of PHI is infeasible, Business Associate shall extend the protections of this Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that SBBC explicitly authorizes in writing for so long as Business Associate maintains such PHI.

10. Indemnification.

(a) By SBBC: SBBC agrees to be fully responsible for its acts of negligence or its agent's acts of negligence when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence.

(b) By Business Associate: Business Associate 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 cost, court costs and all other sums which SBBC, its agents, servants and employees must 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 Business Associate, its agents, servants or employees; the equipment of Business Associate, its agents, servants or employees while such equipment is on premises owned or controlled by SBBC; or the negligence of Business Associate's agents when acting within the scope of their employment or agency, whether such claims, judgments, costs and expenses be for damages, damage to property including Business Associate's property, and injury or death of any person whether employed by Business Associate, SBBC or otherwise.

11. No Waiver of Sovereign Immunity.

Nothing contained 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 as a waiver of limits to liability or rights existing under Section 768.28, Florida Statutes.

ARTICLE 3 – GENERAL CONDITIONS

12. 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. The parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against any of the parties based upon this Agreement. Nothing herein shall be construed as consent by an agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

13. 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 age, color, disability, gender identity, gender expression, national origin, marital status, race, religion, sex or sexual orientation.

14. Records.

Each party shall maintain its own respective records and documents associated with this Agreement in accordance with the records retention requirements applicable to public records. Each party shall be responsible for compliance with any public documents request served upon it pursuant to Section 119.07, Florida Statutes, and any resultant award of attorney's fees for non-compliance with that law.

15. 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.

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. 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.

17. Compliance with Laws.

Each party shall comply with all applicable federal and state laws, codes, rules and regulations in performing its duties, responsibilities and obligations pursuant to this Agreement.

18. Binding Effect.

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

19. 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.

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, 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.

21. 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.

22. Notices.

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 3rd Avenue Fort Lauderdale, Florida 33301
With a Copy to:	Heather Katcher, Director Coordinated Student Health Services The School Board of Broward County, Florida 1400 NW 14 Court, Ft. Lauderdale, FL 33311 Privacy Officer Risk Management Department The School Board of Broward County, Florida 600 S.E. 3rd Avenue, 11th Floor Ft. Lauderdale, FL 33301
To Business Associate:	President and CEO Virginia Jacko 601 SW 8 Avenue Miami, FL 33130
With a Copy to:	The School Board of Broward County, Florida Coordinated Student Health Services 1400 NW 14 Court Fort Lauderdale, FL 33311

23. Severability.

In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, unlawful, unenforceable or void in any respect, the invalidity, illegality, unenforceability or unlawful or void nature of that provision shall not affect any other provision and this Agreement shall be considered as if such invalid, illegal, unlawful, unenforceable or void provision had never been included herein.

24. Captions.

The captions, section numbers, title and headings appearing in this Agreement are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of such articles or sections of this Agreement, nor in any way effect this Agreement and shall not be construed to create a conflict with the provisions of this Agreement.

25. Authority.

Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

26. No Waiver of Rights, Powers and Remedies.

The parties agree that each requirement, duty, right and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. Any party's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement unless the waiver is in writing and signed by the party waiving such provision. A written waiver shall only be effective as to the specific instance for which it is obtained and shall not be deemed a continuing or future waiver.

27. Regulatory References.

A reference in this Agreement to any part of the Privacy Rule, the Security Rule, the HITECH Act, or HIPAA shall refer to the most current form of legislation, and shall incorporate any future amendments.

28. Governing Law.

This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any controversies or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the State courts of the Seventeenth Judicial Circuit of Broward County, Florida.

29. Entire Agreement.

This Agreement incorporates and includes all prior negotiations, correspondence, conversations, agreements and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this Agreement. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the date first above written.

FOR SBBC

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

By: _____
Lori Alhadeff, Chair

ATTEST:

Date: _____

_____
Dr. Howard Hepburn, Superintendent of Schools

Approved as to Form and Legal Content:

Note: Florida Heiken Children's Vision Program, LLC

_____
Office of the General Counsel

[THIS SPACE INTENTIONALLY LEFT BLANK]

FOR BUSINESS ASSOCIATE

Florida Heiken Children's Vision Program, LLC

By: _____

Virginia Jacko, President and CEO

ATTEST:

_____
Witness

_____
Witness

The Following Notarization is Required for this Agreement

STATE OF Florida

COUNTY OF Miami-Dade

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this August 8, 2024 (*date*) by Virginia A. Jacko (*name of officer or agent, title of officer or agent*) of Miami Lighthouse for the Blind & Visually Imp. (*name of corporation acknowledging*), a non-profit (*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 8th day of August, 2024.

My Commission Expires:

_____
Signature – Notary Public

Heidy T. Fariñas
Printed Name of Notary

(SEAL)

Heidy T. Fariñas
Notary Public
State of Florida
Comm# HH370665
Expires 5/13/2027

HH370665
Notary's Commission No.

EXHIBIT A

NOTIFICATION TO THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA ABOUT A BREACH OF UNSECURED PROTECTED HEALTH INFORMATION

This notification is made pursuant to Section 2(d) of the Business Associate Agreement between THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA ("SBBC") and _____ (Business Associate).

Business Associate hereby notifies SBBC that there has been a breach of unsecured (unencrypted) protected health information (PHI) that Business Associate has used or has had access to under the terms of the Business Associate Agreement.

Description of the breach: _____

_____

Date or date range of the breach: _____

Date of the discovery of the breach: _____

Number of individuals affected by the breach: _____

The types of unsecured PHI that were involved in the breach (such as full name, Social Security number, date of birth, home address, account number, or disability code): _____

_____

_____

Description of what Business Associate is doing to investigate the breach, to mitigate losses, and to protect against any further breaches: _____

_____

_____

Recommended steps the individuals whose information was breached should take to protect themselves from potential harm resulting from the breach: _____

_____

Contact information to ask questions or learn additional information:

Name: _____

Title: _____

Address: _____

_____

Email Address: _____

Phone Number: _____

Status: ORIGINAL

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

2026-10-13	Regular School Board Meeting
CATEGORY:	A. Academics
DEPARTMENT:	Academics

Agenda Item Number:	5.
Consent Item:	Consent
Special Order:	NO
Time for Special Order:	

TITLE:

Charter Academics Partnership (CAP) Agreements 5015, 5017, 5177, 5420, & 5852

REQUESTED ACTION:

Approve agreements with the following charter schools to establish the Charter Academics Partnership with The School Board of Broward County, Florida (SBBC), for the Office of Academics to provide consultations/coaching and training/professional learning services to the charter schools. 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
- 5015 - Agreement
- 5017 - Agreement
- 5177 - Agreement
- 5420 - Agreement
- 5852 - Agreement

FINANCIAL IMPACT:

These agreements will result in the charter school allotting $31,463 of their Title II, Part A funds 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. Angela Fulton	Phone:	754-321-2100
Name:	Dr. Fabian Cone	Phone:	754-321-1868

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Senior Leader & Title

Dr. Fabian Cone, Chief Academic Officer and Chief Information

Signature

Dr. Angela R. Fulton, Deputy Superintendent Sep 29, 2026

Electronic Signature

Form $4189 Revised 9/26

HH/JJS

Approved in Open Board Meeting On: October 13, 2026

By: _____

School Board Chair

For more information, please contact:

Name: Dr. Angela R. Fulton
Title: Deputy Superintendent
Phone: 754-321-2100

EXECUTIVE SUMMARY

Charter Academics Partnership (CAP) Agreements 5015, 5017, 5177, 5420, & 5852

Board Meeting Date: October 13, 2026

Requested Action: Approve agreements with the following charter schools to establish the Charter Academics Partnership with The School Board of Broward County, Florida (SBBC), for the Office of Academics to provide consultations/coaching and training/professional learning services to the charter 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.

MSID	Charter School Name
5015	Avant Garde Academy K5 Broward
5017	Avant Garde Academy Foundation K8
5177	Innovation Charter School
5420	RISE Academy School of Science & Technology
5852	New Life Charter Academy

District-zone impact/Board Member: District-wide	
School Board Policy Requirement	• Not Applicable
Statutory Requirement	• Not Applicable
If the School Board votes "Yes"	• Participating charter schools will determine the portion of their Title II, Part A funds they would like to allocate toward high-quality consulting, coaching, and professional learning services provided by SBBC's experienced educators. The district will have additional Title II, Part A funds. Most importantly, this collaborative partnership advances our shared commitment to improving instructional quality, increasing student achievement, and ensuring positive outcomes for all students within Broward County.
If the School Board votes "No"	• If the Board does not approve this agreement, participating charter schools will be unable to allocate their Title II, Part A funds to access the consulting, coaching, and professional learning services offered by SBBC. As a result, the District will forgo an opportunity to leverage staff expertise to provide the services. More importantly, educators will lose access to valuable professional learning and capacity building supports that are designed to enhance instructional quality, promote continuous improvement, and positively impact student learning outcomes.

Alignment to the 2027 Strategic Goals and Guardrails	• Guardrail 3: School Support
Measurable Outcome(s)/Return on Investment	• Establishing the Charter Academics Partnership agreement with charter schools maximizes the use of available Title II, Part A funds to provide high-quality coaching, consulting, and professional learning services without requiring additional local funding. Providing services through the agreement will have an impact on student learning outcomes for individual student performance and the district's grade, which includes charter school students.

Background/History
The Charter Academics Partnership is an innovative, high-impact collaboration that empowers charter schools to strategically allocate a portion of their Title II, Part A funds to receive customized coaching, consulting, and professional learning delivered by SBBC employees. Through this partnership, schools gain access to research-based, job-embedded support that strengthens educator capacity, elevates instructional excellence, and impacts student learning, while maximizing resources and advancing a shared commitment to educational excellence for all 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:	The term of this Agreement commences on the date of the last signature below ("Effective Date") and concludes on June 30, 2027, unless terminated earlier pursuant to the Termination section 3.5 of this Agreement.
Multi-Year Agreement:	No
Procurement Method:	**Piggyback Agreement (Yes/No):** No **Acquisition Method:** Charter schools will determine the portion of their Title II, Part A funds they would like to allocate to receive coaching, consultation, and professional learning services from the SBBC Office of Academics.

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: The District will not incur costs for providing the services to the charter schools. Each charter school set aside a portion of their Title II, Part A funds to be used for the services that SBBC will provide. Approval of this agreement will result in the charter schools using the school allotment of Title II, Part A funds they set aside to receive consultations/coaching and training/professional learning from SBBC.

MSID	Charter School Name	School Set Aside Amount
5015	Avant Garde Academy K5 Broward	$13,103
5017	Avant Garde Academy Foundation K8	$ 1,948
5177	Innovation Charter School	$ 9,600
5420	RISE Academy School of Science & Technology	$ 2,996
5852	New Life Charter Academy	$ 3,816
	Total Amount Charter Schools Set Aside	$31,463

New / Current Requested Agreement Authority

Agreement Authority Terms	Length of Agreement Terms	Total Agreement Amount
10/13/2026 - 6/30/2027	8 months	$31,463

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	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	There is no impact to Broward Schools when providing services to charter schools.

School Selection /Prioritization	There will be no Broward County "school selection/prioritization." There is no impact on Broward Schools when providing services to charter schools.
Community/ Stakeholder Engagement	The Charter Academics Partnership strengthens collaboration between SBBC and charter schools through a voluntary, service-based partnership focused on shared educational priorities. By providing access to high-quality coaching, consulting, and professional learning, the partnership fosters meaningful engagement with educators, builds instructional capacity at charter schools, and creates a unified commitment to improving student success across Broward County's public education community.
End-User Input	The Charter Academics Partnership was developed in response to charter school leaders' desire for greater access to high-quality, customizable academic supports aligned to their unique school improvement goals. Through this voluntary partnership, charter schools can determine the portion of their Title II, Part A funds to allocate toward SBBC Office of Academics coaching, consulting, and professional learning services. The charter school will select from a menu of services tailored to their specific needs, ensuring responsive, relevant, and impactful support for educators.
Technology/Capital Expected Lifecycle/Replacement Cycle	Not applicable

Additional Backup:

- Exhibit 2 – Agreements:
  - 5015 Avant Garde Academy K5 Broward
  - 5017 Avant Garde Academy Foundation K8
  - 5177 Innovation Charter School
  - 5420 RISE Academy School of Science & Technology
  - 5852 New Life Charter Academy

AGREEMENT FOR SERVICES (TITLE II, PART A)

THIS AGREEMENT ("Agreement") is made and entered into by and between:

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
(hereinafter referred to as "SBBC"),
a body corporate and political subdivision of the State of Florida,
whose principal place of business is
600 Southeast Third Avenue, Fort Lauderdale, Florida 33301

and

Avant Garde Academy K5 Broward
(hereinafter referred to as "School"),
a Florida not-for-profit organization
whose principal place of business is
2025 McKinley St, Hollywood FL 33020

WHEREAS, the School is a not-for-profit organization operating a public charter school in Broward County, Florida under a Charter School Agreement sponsored by SBBC; and

WHEREAS, the School desires to procure consultations and training/professional learning services from SBBC; and

WHEREAS, SBBC has the authority pursuant Title II, Part A and Section 1002.33(20), Florida Statutes, to make services available to the School separate from the Charter School Agreement existing between the parties.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

ARTICLE 1 - RECITALS

1.1 **Recitals**. The parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.

ARTICLE 2 – SPECIAL CONDITIONS

2.1 **Term of Agreement**. The term of this Agreement commences upon the date of the last signature below ("Effective Date") and concludes on June 30, 2027, unless terminated earlier pursuant to Section 3.5 - Termination of this Agreement.

2.2 **Definitions**. The following terms and definitions will apply to this Agreement:

2.2.1 "Title II, Part A Allocation" refers to funding source and is the process by which SBBC allocates charter school consultations and training/professional learning services under Title II, Part A as specified on the Request Form. The total on an authorized Request Form is deducted from the School's Title II, Part A allocation after the authorization of a Request Form.

2.2.2 "Request Form" refers to the form prepared by the Office of Academics Leadership Development & Teacher Support Department (see **Exhibit C** attached hereto and incorporated herein by reference) and executed by the School's Principal, which includes an itemized list of services requested, fees and agreed upon Title II, Part A funds that will be documented from the School's Title II, Part A allocation.

2.2.3 "Service Providers" refers to individuals employed by SBBC that provide consultations and training/professional learning services directly to the School.

2.2.4 “School Officials” refers to service providers that have a “legitimate educational interest” in accessing personally identifiable information contained in education records.

2.3 **Contract Deliverables**.

2.3.1 **Duties and Obligations of Each Party**.

2.3.1.1 **The School will**:

2.3.1.1.1 Authorize a Request Form for consultations and training/professional learning services and, following guidelines communicated by SBBC, submit the Request Form to SBBC; and

2.3.1.1.2 Communicate with SBBC in a timely manner, at least three (3) weeks before a preferred date for services to be rendered, to coordinate delivery of charter consultations and training/professional learning services.

2.3.1.2 **The SBBC will**:

2.3.1.2.1 Analyze resources available to deliver requested consultations and training/professional learning services;

2.3.1.2.2 Coordinate, schedule and deliver available consultations and training/professional learning services; and

2.3.1.2.3 Coordinate utilizing Title II, Part A allocation for services commencing upon approval of this Document and continuing throughout the term of this Agreement.

2.3.2 **Description of Charter Services.**

2.3.2.1 **Charter Services Timeline**. Charter consultations and training/professional learning services will be provided during the school year beginning Monday, August 3, 2026, and continuing through Tuesday, June 1, 2027. SBBC shall not be obligated to provide any service to School prior to the effective date of this Agreement.

2.3.2.2 **Charter Services Tiers**. To maximize impact, services are organized into flexible tiers that provide both clarity and customization based on each charter school’s priorities and capacity. This tiered model ensures charter schools can strategically align resources, scale services, and achieve sustained, high-impact improvement.

- Tier 1 offers consultations to strategically align resources.
- Tier 2 includes training/professional learning with follow-up support to address targeted needs.
- Tier 3 entails a comprehensive partnership with consultations and training/professional learning with implementation support and monitoring.

2.3.2.3 **Consultations**. Consultations may be purchased for a price of One Hundred Fifty Dollars ($150.00) per hour. Orders for consultations are binding once accepted by SBBC. Consultation services are non-refundable. Consultations developed by SBBC are available on topics pertaining to the needs of School in alignment with the services provided by Departments within the Office of Academics.

All of the Office of Academics consultation and coaching services are designed to equip educators with the tools and strategies necessary to drive measurable improvements in teaching and learning. Delivered by highly skilled school district professionals, these supports provide targeted, data-informed guidance grounded in research-based best practices to effectively address diverse student needs.

2.3.2.4 **Consultation Services Catalog.**

Consultation Service	Service Fee
Instructional Coaching/Implementation Support Cycle - A cycle of coaching support to an individual teacher. Coaching support focuses on instructional strategies or content.	$3,200 per cycle for one (1) teacher
New Teacher Induction Coach - One (1)year of support for one (1) teacher to receive an Induction Coach who will provide individualized support to first-year classroom teachers of core subjects who are new to the profession (no	$12,000 per year for one (1) teacher

previous teaching experience). New teachers will receive support with instruction, lesson planning, and classroom management.	
Field Experience Program Consultation – The school district will provide protocols and coaching support to charter schools that seek to have their own Field Experience Program. Field Experience connects preservice teachers from colleges and universities with School to gain hands-on classroom experience and mentorship from a qualified cooperating teacher that has Clinical Educator Training certification. This program supports future educators and provides a pipeline for hiring qualified educators.	$150 per hour
Alternative Certification Program - Individual guidance for teachers who need an alternative certification program to acquire their professional certification, understand the Statement of Eligibility (SOE), and learn Florida Teacher Certification Examinations (FTCE) requirements. This is a two-year program that entails mentoring for two (2) years and assessing Florida Educator Accomplished Practices (FEAP) tasks for submission to the Florida Department of Education (FLDOE).	$4,600 per teacher
Acceleration Pathways Support - Guidance for charter schools to develop and coordinate their own acceleration pathway(s).	$150 per hour
MTSS Support - Guidance for charter schools to coordinate and structure their own Multi-Tiered System of Supports.	$150 per hour

2.3.2.5 **Training/Professional Learning**. District staff may be available to deliver training/professional Learning to School on topics pertaining to School's needs in alignment with the services provided by a Department within SBBC's Office of Academics. Training/Professional Learning for up to thirty (30) participants may be purchased at a price of Three Hundred Dollars ($300.00) per in-learning hour and a One Hundred Dollars ($100) fee for managing participant registration and follow-up tasks in the professional learning management system. Orders for training/professional learning are binding once accepted by SBBC. Training/professional learning services are non-refundable. Training/professional learning is developed by SBBC on topics pertaining to the School's needs in alignment with the services provided by Departments within SBBC's Office of Academics.

SBBC's Office of Academics offers a comprehensive portfolio of training/professional learning opportunities aligned to certification renewal requirements. Each experience is led by subject matter experts and intentionally structured to ensure immediate application, enabling educators to translate learning into impactful practice.

2.3.2.6 **Training/Professional Learning Services Catalog.**

Training/Professional Learning Service	Service Fee
Clinical Educator Training - Eligible educators acquire skills to host student teachers and mentor teachers. Participants earn forty (40) in-service points after completing the course and survey.	$6,000 per teacher
Data Dives - Training to guide up to five (5) teachers through Florida Reporting System (FRS) reports and resources to make instructional decisions.	$600 per group
Professional Learning - Training for educators. If applicable, in-service points are earned upon completion of course requirements.	$1,000 up to 3 hours $2,000 4-6 hours
Pedagogical Practices • Teacher Instructional Practices for Classroom Culture Course – three (3) hours in learning, four (4) in-service points). • Teacher Instructional Practices for Lesson Planning & Preparation Course, including checking for understanding and engagement with rigor (three (3) hours in learning, four (4) in-service points).	

Elementary Learning • Science of Reading Course embedded with Benchmark curriculum (six (6) hours in learning, eight (8) in-service points). • Critical Content Math self-paced, online Canvas Courses are offered by grade level (three (3) hours in learning). • Critical Content Math implementation courses are offered by grade bands Kindergarten-second and third-fifth, in-person, and requires the pre-requisite self-paced online Canvas Course (six (6) hours in learning).	
Secondary Learning • Intervention & Support Strategies to learn how to differentiate lessons to meet students' needs in math, literacy, and labs. • ELA and Literacy courses • Algebra and Geometry EOC courses • Civics and U. S. History EOC courses • Science courses	
Leadership Development • Leadership courses that meet state requirements for recertification in Educational Leadership. Florida State certified charter school employees currently holding Florida State Educational Leadership Certification may participate in scheduled professional learning experiences. (in-service points vary by course).	
Leadership Development First Year Assistant Principal Program (FYAP) is a one-year induction program offering comprehensive instructional and operational support, focused on helping newly appointed Assistant Principals (after appointment to position) (thirty-seven (37) in-service points).	$9,000 per AP
Leadership Development First Year Principal Program (FYP) is a one-year support and mentoring program for newly appointed Principals (after appointment to position), centered on developing effective leadership. (twenty-four (24) in-service points).	$7,500 per Principal

2.3.3 **Payments.** Payments for mutually agreed upon charter consultations and training/professional learning services are made through a deduction from the School's Title II, Part A allocation funds upon approval of this Agreement and as authorized by the Request Form. The amount of charter consultations and training/professional learning services on the Request Form is the total amount needed for the year.

2.3.4 **Expected Outcomes, Accountability Measures, and Data Reporting.** The Charter Academics Partnership offers charter schools high-impact, research-based, needs-aligned, job-embedded consultations and trainings/professional learning services that will result in increased student engagement, improved instructional practices, and stronger alignment to school priorities. Expected outcomes and accountability measures are:

- Improved student performance and engagement as measured by formative and summative assessments.
- Increased teacher implementation of effective instructional practices as a result of professional learning and coaching measured by participation tracking, coaching and feedback cycles, and usage reports.
- Use of pre- and post-data to measure impact of professional learning and instructional shifts on student outcomes.
- Reports that depict the number of consultations and trainings/professional learning sessions, number of participants, instructional shifts, and survey responses (if applicable).

2.4 **Non-Refundable Administrative Fee**. SBBC is authorized to deduct a Seven Hundred Fifty-Dollar ($750.00) non-refundable administrative fee from the School's Title II, Part A allocation upon the execution of this Agreement by all parties. For Agreements submitted to the Office of Academics Professional Learning and Development Department after the deadline, SBBC is authorized to deduct the Non-Refundable Administrative Fee and a Two Hundred Fifty-Dollar ($250.00) Non-Refundable Late Fee.

The administrative fee supports the comprehensive coordination and management required to implement the Charter Academics Partnership with fidelity and efficiency. This includes the execution and administration of documents, ongoing collaboration with schools to plan and align support, coordination and scheduling of services, and the maintenance of accurate records of all services provided. Additionally, the fee ensures the capacity to monitor impact through data collection, reporting, and analysis.

2.5 **No Disclosure of SBBC Education Records**. With this Agreement, SBBC is sending SBBC employees, as listed in the Description of Charter Services section, into the charter school to provide consultations and training/professional learning services for School.

SBBC shall not disclose any SBBC education records to the School pursuant to this Agreement. However, should School come into contact with SBBC education records during the course of contracted responsibilities, these records are confidential and protected by the Family Educational Rights and Privacy Act (FERPA) and Florida state laws and may not be used or re-disclosed. School's use or redisclosure of such records may violate applicable federal and state laws.

However, SBBC employees may access School's education records when providing services under this Agreement.

2.6 **Each Party Safeguarding the Confidentiality of Education Records**.

2.6.1 **Privacy**. Notwithstanding any provision to the contrary within this Agreement, each party shall:

2.6.1.1 Fully comply with the requirements of Sections 1002.22, 1002.221, and 1002.222, Florida Statutes; the Family Educational Rights and Privacy Act, 20 U.S.C § 1232g (FERPA) and its implementing regulations (34 C.F.R. Part 99), and any other state or federal law or regulation regarding the confidentiality of student information and records; and

2.6.1.2 Hold any education records in strict confidence and not use or re-disclose same except as required by this Agreement or as required or permitted by law unless the parent of each student or a student age 18 or older whose education records are to be shared provides prior written consent for their release; and

2.6.1.3 Utilize the education records solely for the purposes of providing products and services as contemplated under this Agreement; and shall not share, publish, sell, distribute, target advertise, or display education records to any third party, in compliance with Section 1006.1494, Florida Statutes; and shall otherwise be in full compliance with Section 1006.1494, Florida Statutes; and

2.6.1.4 Notify the other party 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. School is to be notified through such designees and at such telephone numbers and email addresses as are communicated by notice given pursuant to Section 2.7 of this Agreement; and take all necessary notification steps as may be required by federal and Florida law.

2.6.2 **Liability**. Each party shall, for itself, its officers, employees, agents, representatives, contractors or subcontractors, fully indemnify and hold harmless the party and its officers and employees for any violation of this section, including, without limitation, defending the other party and its officers and employees against any complaint, administrative or judicial proceeding, payment of any penalty imposed upon the party, 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.

2.6.3 The obligations under this section shall survive the termination of all performance required or conclusion of all obligations existing under this Document.

2.7 **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: The School Board of Broward County, Florida
Office of Academics Professional Learning and Development Department
3531 Davie Road
Davie, Florida 33314

To School: Avant Garde Academy K5 Broward
2025 McKinley St
Hollywood FL 33020

2.8 **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 ("School") and SBBC, the nongovernmental entity must provide SBBC entity with an affidavit signed by an officer or a representative of the nongovernmental entity under penalty of perjury attesting that the nongovernmental entity does not use coercion for labor or services as defined in Section 787.05(13), Florida Statutes. The nongovernmental entity shall attach hereto as **Exhibit A** an affidavit signed by an officer or representative of the nongovernmental entity under penalty of perjury stating that the nongovernmental entity does not use coercion for labor or services as defined in that statute. The submission of a false affidavit may subject the nongovernmental entity to civil penalties, attorney's fees, and/or costs. Any agreement with SBBC shall be terminated by SBBC without recourse if the nongovernmental entity is found to have submitted a false affidavit. Any delays in delivery or service under this Agreement arising out of, as a result of, or in connection with the nongovernmental entity's use of coercion for labor or services as defined by Section 787.06(13), Florida Statutes, is not a Force Majeure event under this Agreement.

2.9 **Foreign Country of Concern Attestation Form.** Nongovernmental entities ("School") receiving an award under this Agreement will receive access to personal identifying information for purposes of Sections 287.138 and 501.17(g)1, Florida Statutes. Rule 60A-1.020, Florida Administrative Code, adopted Form PUR 1355, "Foreign Country of Concern Attestation Form" (the "Form") to be completed by all the nongovernmental entities that would access personal identifying information. The Form is attached hereto as **Exhibit B** and must be executed by the nongovernmental entity and be submitted with the nongovernmental entity's executed agreement or an amendment renewing or extending an agreement. A proposed agreement or amendment submitted by the nongovernmental entity without a fully executed "Foreign Country of Concern Attestation Form" will be rejected pursuant to Section 287.138(4)(a), Florida Statutes, and will not be considered for award.

2.10 **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.

2.11 **Nondiscrimination**.

2.11.1 As a condition of entering into this Agreement, School represents and warrants that it will comply with the SBBC's Commercial Nondiscrimination Policy, as described under, Section D.1 of SBBC's Policy No. 3330 – Supplier Diversity Outreach Program, as such policy shall be amended from time-to-time.

2.11.2 As part of such compliance, School 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 School retaliate against any person for reporting instances of such discrimination. School 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. School understands and agrees that a material violation of this clause is considered a material breach of this Agreement and may result in termination of this Agreement, disqualification of the company from participating in SBBC Agreements, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party.

2.12 **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.

2.13 **Annual Appropriation**. SBBC's performance and obligations under this Agreement is contingent upon funding from Title II, Part A, to SBBC's governing body. If Title II, Part A does not allocate funds for the payment of services or products to be provided by SBBC under this Agreement, this Agreement may be terminated by SBBC at the end of the period for which Title II, Part A 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.

2.14 **Incorporation by Reference**. **Exhibits A, B, and C** attached hereto and referenced herein are incorporated into this Agreement by reference.

2.15 **Indemnification**.

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 SCHOOL: SCHOOL 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 to SCHOOL , its agents, servants or employees; the equipment of SCHOOL, its agents, servants or employees while such equipment is on premises owned or controlled by SBBC; or the negligence of SCHOOL or the negligence of SCHOOL'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 SCHOOL, SBBC or otherwise.

2.16 **Insurance Requirements**. SCHOOL shall comply with the following insurance requirements throughout the term of this Agreement:

(a) General Liability. SCHOOL 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) Workers' Compensation. SCHOOL 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).

(c) Auto Liability. SCHOOL 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.

(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 SCHOOL to SBBC's Risk Management Department by Certificate of Insurance within fifteen (15) days of the date of this Agreement. All certificates (and any required documents) must be received and approved by SBBC's Risk Management Department before any work commences to permit SCHOOL to remedy any deficiencies. Post-award you will receive an email including a link to upload (drag and drop) your certificate of insurance.

(f) Required Conditions. Liability policies must include the following terms on the Certificate of Insurance:

1) The School Board of Broward County, Florida, its members, officers, employees and agents are added as additional insured.
2) All liability policies are primary of all other valid and collectible coverage maintained by The School Board of Broward County, Florida.
3) Certificate Holder: The School Board of Broward County, Florida, 600 SE 3rd Ave.-11th Floor, Fort Lauderdale, FL 33301.

(i) Cancellation of Insurance. SCHOOL is prohibited from receiving 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.

(j) 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.

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.

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.

FOR SBBC

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

ATTEST:

By: _____
Sarah Leonardi, Chair

_____
Superintendent of Schools

Date: _____

Approved as to Form and Legal Content:

_____
Office of the General Counsel

[THIS SPACE IS INTENTIONALLY LEFT BLANK; SIGNATURE PAGE FOLLOWS]

FOR SCHOOL:

(Corporate Seal)

[*Avant Garde Academy Foundation Inc*

ATTEST:
By: _____

Corporate Secretary Signature

Print Name: Maria Diaz-Kremer

Title: Board President

-or-

Witness Signature
Print Name: Samantha Walker

Date: 8-4-26

Witness Signature
Print Name: Frank Bolanos

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 BREVARD

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☒ online notarization, this 8-4-26 (*date*) by MARIA DIAZ KREMER BDE (*name of officer or agent, title of officer or agent*) of AVANT GARDE ACADEMY FOUNDATION INC (*name of corporation acknowledging*), a FLORIDA (*state or place of incorporation*) corporation, on behalf of the corporation. He/she is ☒ personally known to me or has produced _____ (*type of identification*) as identification and who did first take an oath this 4th day of AUGUST, 2026
My Commission Expires: 10-5-27

Signature – Notary Public
(SEAL)

LILLIAN AFRE
Printed Name of Notary

HH408146
Notary's Commission No.

LILLIAN AFRE
Notary Public - State of Florida
Commission # HH 408146
My Comm. Expires Oct 5, 2027
Bonded through National Notary Assn.

Exhibit A
Affidavit Attesting to Noncoercive Conduct for Labor or Services

As a nongovernmental entity executing, renewing, or extending a contract with The School Board of Broward County, Florida ("SBBC"), the nongovernmental entity ("Entity") is required to provide an affidavit under penalty of perjury attesting that Entity does not use coercion for labor or services in accordance with Section 787.06, Florida Statutes. As defined in Section 787.06(2)(a), Florida Statutes, coercion means: 1. Using or threatening to use physical force against any person; 2. Restraining, isolating, or confining or threatening to restrain, isolate, or confine any person without lawful authority and against her or his will; 3. Using lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or service are not respectively limited and defined; 4. Destroying, concealing, removing, confiscating, withholding, or possessing any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person; 5. Causing or threatening to cause financial harm to any person; 6. Enticing or luring any person by fraud or deceit; or 7. Providing a controlled substance as outlined in Schedule I or Schedule II of Section 893.03, Florida Statutes, to any person for the purpose of exploitation of that person.

Under penalties of perjury and as a person authorized to sign on behalf of the Entity, I declare that I have read the foregoing statement; that the facts stated in it are true; and that the Entity does not use coercion for labor or services in accordance with Section 787.06, Florida Statutes.

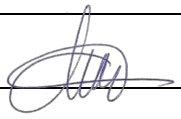
Name of Entity: Avant Garde Academy K5 Broward

Entity's Address: 2025 McKinley St, Hollywood FL 33020

Entity's Email Address: swalker@agabroward.org

Entity's Phone Number: 754-816-6153

Entity's FEIN: 811739253

Signature of Entity's Officer or Representative: 

Printed Name of Entity's Officer or Representative: Maria Diaz-Kremer

Title of Entity's Officer or Representative: Board President

Date: 8-4-26

EXHIBIT B
FOREIGN COUNTRY OF CONCERN ATTESTATION
(REVISED FORM PUR 1355)

This form must be completed by an officer or representative of a nongovernmental entity ("Entity") submitting a bid, proposal, or reply to, or entering into, renewing, or extending, a contract with a The School Board of Broward County, Florida ("SBBC") which would grant the entity access to an individual's Personal Identifying Information. Capitalized terms used herein have the definitions ascribed in Rule 60A-1.020, F.A.C. The Entity is not owned by the government of a Foreign Country of Concern, is not organized under the laws of nor has its Principal Place of Business in a Foreign Country of Concern, and the government of a Foreign Country of Concern does not have a Controlling Interest in the Entity.

Under penalties of perjury and as a person authorized to sign on behalf of the Entity, I declare that I have read the foregoing statement; and that the facts stated in it are true.

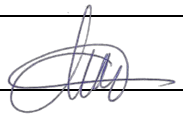
Name of Entity: Avant Garde Academy K5 Broward

Entity's Address: 2025 McKinley St, Hollywood FL 33020

Entity's Email Address: swalker@agabroward.org

Entity's Phone Number: 754-816-6153

Entity's FEIN: 811739253

Signature of Entity's Officer or Representative: 

Printed Name of Entity's Officer or Representative: Maria Diaz Kremer

Title of Entity's Officer or Representative: Board President

Date: 8-4-26

EXHIBIT C
REQUEST FORM

The following Charter Academics Partnership Request Form will be available and submitted via Microsoft Forms application that is already available to each charter school through its @BrowardSchools.com Microsoft Suite account.

2026-2027 Charter Academics Partnership Services Request Form

The Charter Academics Partnership is a strategic contractual relationship between a charter school (School) and The School Board of Broward County, Florida (SBBC) that provides a high-impact, opt-in opportunity to strengthen teaching, learning, and leadership through targeted consultations and professional learning.

Designed to align with each school's unique needs, this contractual relationship enables educational leaders to prioritize supports based on student data, instructional goals, and continuous improvement priorities resulting in stronger instructional practices, increased student engagement, and measurable gains in achievement.

By contracting with SBBC, a charter school gains access to proven instructional expertise, well-established systems, and coordinated, job-embedded supports from SBBC's Office of Academics. Initial implementation by SBBC may begin with a subset of charter schools, allowing for a focused rollout that ensures quality, responsiveness, and alignment to school needs. The Charter Academic Partnership is intentionally designed for scalability, with the opportunity to expand participation based on demonstrated outcomes, ensuring that SBBC can effectively meet the needs of all participating schools with fidelity and impact. This collaboration delivers customized, high-quality consultations and trainings/professional learning that enhances teacher effectiveness, builds leadership capacity, and ensures that participating schools receive the strategic support needed to sustain long-term success and academic excellence.

Complete this request form to indicate the Charter Academics Partnership consultations and training/professional learning services that your school requests to obtain.

IMPORTANT: Your school must be logged in to use the charter school's browardschools.com email account to access Microsoft Forms and to complete the request form. Please complete a separate request form for each MSID.

1. Charter School 4-Digit MSID:
2. Charter School Name (official name, no acronyms):
3. Charter School Street Address:
4. Charter School Grade Levels School Grade Levels:
5. Full name of person submitting this services request form for the Charter School:
6. Position/title of person submitting this services request form:
7. Work email of person submitting this form for the Charter School:

<u>Consultation Services</u>
All consultation services of SBBC's Office of Academics are designed to equip educators with the tools and strategies necessary to drive measurable improvements in teaching and learning. Consultations developed by SBBC are available on topics pertaining to the needs of the School in alignment with the services provided by departments within the Office of Academics. Consultation services are delivered by highly skilled school district professionals. These supports provide targeted, data-informed guidance grounded in research-based best practices to effectively address diverse student needs.

Please select the service(s) you intend to utilize for your teachers and the amount of services you will need for each selected service.

Consultation Service	Service Fee
Instructional Coaching/Implementation Support Cycle - A cycle of coaching support to an individual teacher. Coaching support focuses on instructional strategies or content.	$3,200 per cycle for one (1) teacher
New Teacher Induction Coach - One (1) year of support for one (1) teacher to receive an Induction Coach who will provide individualized support to first-year classroom teachers of core subjects who are new to the profession (no previous teaching experience). New teachers will receive support with instruction, lesson planning, and classroom management.	$12,000 per year for one (1) teacher
Field Experience Program Consultation – The school district will provide protocols and coaching support to charter schools that seek to have their own Field Experience Program. Field Experience connects preservice teachers from colleges and universities with School to gain hands-on classroom experience and mentorship from a qualified cooperating teacher that has Clinical Educator Training certification. This program supports future educators and provides a pipeline for hiring qualified educators.	$150 per hour
Alternative Certification Program - Individual guidance for teachers who need an alternative certification program to acquire their professional certification, understand the Statement of Eligibility (SOE), and learn Florida Teacher Certification Examinations (FTCE) requirements. This is a two-year program that entails mentoring for two (2) years and assessing Florida Educator Accomplished Practices (FEAP) tasks for submission to the Florida Department of Education (FLDOE).	$4,600 per teacher
Acceleration Pathways Support - Guidance for charter schools to develop and coordinate their own acceleration pathway(s).	$150 per hour
MTSS Support - Guidance for charter schools to coordinate and structure their own Multi-Tiered System of Supports.	$150 per hour

1. **Instructional Coaching/Implementation Support Cycle** - A cycle of coaching support to an individual teacher. Coaching support focuses on instructional strategies or content.
   How many of your teachers will need instructional coaching/implementation cycles? In the text box below, enter the number of teachers and the total amount allotted for this service. (For example, enter in the text box: 2 Teachers, $6,400.)
2. **New Teacher Induction Coach** - One (1) year of support for one (1) teacher to receive an Induction Coach who will provide individualized support to first-year classroom teachers of core subjects who are new to the profession (no previous teaching experience). New teachers will receive support with instruction, lesson planning, and classroom management.
   How many of your teachers will need a New Teacher Induction Coach for the school year? In the text box below, enter the number of teachers and the total amount allotted for this service. (For example, enter in the text box: 2 Teachers, $24,00.)
3. **Field Experience Program Consultation** - SBBC will provide protocols and coaching support to schools that seek to have their own Field Experience Program. Field Experience connects preservice teachers from colleges and universities with the school to gain hands-on classroom experience and mentorship from a qualified cooperating teacher that has Clinical Educator Training certification. This program supports future educators and provides a pipeline for hiring qualified educators.
   How many hours of Field Experience Program Consultation will you need? In the text box below, enter the number of hours and the total amount allotted for this service. (For example, enter in the text box: 3 hours, $450.)
4. **Alternative Certification Program** - Individual guidance for teachers who need an alternative certification program to acquire their professional certification, understand the Statement of Eligibility (SOE), and learn Florida Teacher Certification Examinations (FTCE) requirements. This is a two-year program that entails mentoring for two (2) years and assessing Florida Educator Accomplished Practices (FEAP) tasks for submission to the Florida Department of Education (FLDOE).
   How many of your teachers will need to participate in the Alternative Certification Program? In the text box below, enter the number of teachers and the total amount allotted for this service. (For example, enter in the text box: 2 Teachers, $9,200.)
5. **Acceleration Pathways Support** - Guidance for schools to develop and coordinate their own acceleration

pathway(s).
How many hours of Acceleration Pathways Support will you need? In the text box below, enter the number of hours and the total amount allotted for this service. (For example, enter in the text box: 3 hours, $450)

6. **MTSS Support** - Guidance for schools to coordinate and structure their own Multi-Tiered System of Supports.
   How many hours of MTSS Support will you need? In the text box below, enter the number of hours and the total amount allotted for this service. (For example, enter in the text box: 3 hours, $450)
7. In the text box below, enter the total amount allotted for all consultations. (For example, enter in the text box: $40,950 Total for Coaching and Consultations)

Training/Professional Learning Services

SBBC's Office of Academics offers a comprehensive portfolio of training/professional learning opportunities aligned to certification renewal requirements. Training/professional learning is developed by SBBC on topics pertaining to the needs of the School in alignment with the services provided by Departments within the Office of Academics. Each experience is led by subject matter experts and intentionally structured to ensure immediate application, enabling educators to translate learning into impactful practice.

Please select the service your School intends to utilize for your teachers and the amount of services you will need for each one.

Training/Professional Learning Service	Service Fee
Clinical Educator Training - Eligible educators acquire skills to host student teachers and mentor teachers. Participants earn forty (40) in-service points after completing the course and survey.	$6,000 per teacher
Data Dives - Training to guide up to five (5) teachers through Florida Reporting System (FRS) reports and resources to make instructional decisions.	$600 per group
Professional Learning - Training for educators. If applicable, in-service points are earned upon completion of course requirements.	$1,000 up to 3 hours $2,000 4-6 hours
Pedagogical Practices • Teacher Instructional Practices for Classroom Culture Course – three (3) hours in learning, four (4) in-service points). • Teacher Instructional Practices for Lesson Planning & Preparation Course, including checking for understanding and engagement with rigor (three (3) hours in learning, four (4) in-service points).	
Elementary Learning • Science of Reading Course embedded with Benchmark curriculum (six (6) hours in learning, eight (8) in-service points). • Critical Content Math self-paced, online Canvas Courses are offered by grade level (three (3) hours in learning). • Critical Content Math implementation courses are offered by grade bands Kindergarten-second and third-fifth, in-person, and requires the pre-requisite self-paced online Canvas Course (six (6) hours in learning).	
Secondary Learning • Intervention & Support Strategies to learn how to differentiate lessons to meet students' needs in math, literacy, and labs. • ELA and Literacy courses • Algebra and Geometry EOC courses • Civics and U. S. History EOC courses • Science courses	
Leadership Development • Leadership courses that meet state requirements for recertification in Educational Leadership. Florida State certified charter school employees currently holding Florida State Educational Leadership Certification may participate in scheduled professional learning experiences. (in-service points vary by course).	
Leadership Development First Year Assistant Principal Program (FYAP) is a one-year induction program offering comprehensive instructional and operational support, focused on helping newly appointed Assistant Principals (after appointment to position) (thirty-seven (37) in-service points).	$9,000 per AP
Leadership Development First Year Principal Program (FYP) is a one-year support and mentoring program for newly appointed Principals (after appointment to position), centered on developing effective leadership (twenty-four (24) in-service points).	$7,500 per Principal

1. **Clinical Educator Training** - Eligible educators acquire skills to host student teachers and mentor teachers. Participants earn forty (40) in-service points after completing the course and survey.
   How many of your teachers do you need to become Clinical Educator Trained? In the text box below, enter the number of teachers and the total amount allotted for this service. (For example, enter in the text box: 2 Teachers, $12,000.)
2. **Data Dives** - Training to guide up to five (5) teachers through Florida Reporting System (FRS) reports and resources to make instructional decisions.
   How many Data Dives will your teachers need? In the text box below, enter the number of teachers and the total amount allotted for this service. (For example, enter in the text box: 2 groups, $1,200.)
3. **Professional Learning** - Training for educators. If applicable, in-service points are earned upon completion of course requirements.
   How many sessions of professional learning will your teachers need? In the text box below, List the title of the professional learning, number of sessions, total amount of hours, and the total amount allotted for these services. (For example, enter in the text box: Teacher Instructional Practices - 2 sessions, 6 hours; Science of Reading 1 - 1 session, 6 hours; Science of Reading 2 - 2 sessions, 12 hours; $8,000 total.)
4. **Leadership Development First Year Assistant Principal Program** (FYAP) is a one-year induction program offering comprehensive instructional and operational support, focused on helping newly appointed Assistant Principals (after appointment to position) (37 in-service points).
   How many APs will participate in the First Year Assistant Principal Program (FYAP)? In the text box below, enter the number of APs and the total amount allotted for this service. (For example, enter in the text box: 2 APs, $18,000.)
5. **Leadership Development First Year Principal Program** (FYP) is a one-year support and mentoring program for newly appointed Principals (after appointment to position), centered on developing effective leadership (24 in-service points).
   In the text box below, enter the number 1 and the total amount allotted for this service. (For example, enter in the text box: 1 principal, $7,500.)
6. In the text box below, enter the total amount allotted for all training/professional learning. (For example, enter in the text box: $46,700 Total for Training/Professional Learning.)

AGREEMENT FOR SERVICES (TITLE II, PART A)

THIS AGREEMENT ("Agreement") is made and entered into by and between:

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
(hereinafter referred to as "SBBC"),
a body corporate and political subdivision of the State of Florida,
whose principal place of business is
600 Southeast Third Avenue, Fort Lauderdale, Florida 33301

and

Avant Garde Academy Foundation K8

(hereinafter referred to as "School"),
a Florida not-for-profit organization
whose principal place of business is
2025 McKinley St, Hollywood FL 33020

WHEREAS, the School is a not-for-profit organization operating a public charter school in Broward County, Florida under a Charter School Agreement sponsored by SBBC; and

WHEREAS, the School desires to procure consultations and training/professional learning services from SBBC; and

WHEREAS, SBBC has the authority pursuant Title II, Part A and Section 1002.33(20), Florida Statutes, to make services available to the School separate from the Charter School Agreement existing between the parties.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

ARTICLE 1 - RECITALS

1.1 **Recitals**. The parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.

ARTICLE 2 – SPECIAL CONDITIONS

2.1 **Term of Agreement**. The term of this Agreement commences upon the date of the last signature below ("Effective Date") and concludes on June 30, 2027, unless terminated earlier pursuant to Section 3.5 - Termination of this Agreement.

2.2 **Definitions**. The following terms and definitions will apply to this Agreement:

2.2.1 "Title II, Part A Allocation" refers to funding source and is the process by which SBBC allocates charter school consultations and training/professional learning services under Title II, Part A as specified on the Request Form. The total on an authorized Request Form is deducted from the School's Title II, Part A allocation after the authorization of a Request Form.

2.2.2 "Request Form" refers to the form prepared by the Office of Academics Leadership Development & Teacher Support Department (see **Exhibit C** attached hereto and incorporated herein by reference) and executed by the School's Principal, which includes an itemized list of services requested, fees and agreed upon Title II, Part A funds that will be documented from the School's Title II, Part A allocation.

2.2.3 "Service Providers" refers to individuals employed by SBBC that provide consultations and training/professional learning services directly to the School.

2.2.4 “School Officials” refers to service providers that have a “legitimate educational interest” in accessing personally identifiable information contained in education records.

2.3 **Contract Deliverables**.

2.3.1 **Duties and Obligations of Each Party**.

2.3.1.1 **The School will**:

2.3.1.1.1 Authorize a Request Form for consultations and training/professional learning services and, following guidelines communicated by SBBC, submit the Request Form to SBBC; and

2.3.1.1.2 Communicate with SBBC in a timely manner, at least three (3) weeks before a preferred date for services to be rendered, to coordinate delivery of charter consultations and training/professional learning services.

2.3.1.2 **The SBBC will**:

2.3.1.2.1 Analyze resources available to deliver requested consultations and training/professional learning services;

2.3.1.2.2 Coordinate, schedule and deliver available consultations and training/professional learning services; and

2.3.1.2.3 Coordinate utilizing Title II, Part A allocation for services commencing upon approval of this Document and continuing throughout the term of this Agreement.

2.3.2 **Description of Charter Services.**

2.3.2.1 **Charter Services Timeline**. Charter consultations and training/professional learning services will be provided during the school year beginning Monday, August 3, 2026, and continuing through Tuesday, June 1, 2027. SBBC shall not be obligated to provide any service to School prior to the effective date of this Agreement.

2.3.2.2 **Charter Services Tiers**. To maximize impact, services are organized into flexible tiers that provide both clarity and customization based on each charter school’s priorities and capacity. This tiered model ensures charter schools can strategically align resources, scale services, and achieve sustained, high-impact improvement.

- Tier 1 offers consultations to strategically align resources.
- Tier 2 includes training/professional learning with follow-up support to address targeted needs.
- Tier 3 entails a comprehensive partnership with consultations and training/professional learning with implementation support and monitoring.

2.3.2.3 **Consultations**. Consultations may be purchased for a price of One Hundred Fifty Dollars ($150.00) per hour. Orders for consultations are binding once accepted by SBBC. Consultation services are non-refundable. Consultations developed by SBBC are available on topics pertaining to the needs of School in alignment with the services provided by Departments within the Office of Academics.

All of the Office of Academics consultation and coaching services are designed to equip educators with the tools and strategies necessary to drive measurable improvements in teaching and learning. Delivered by highly skilled school district professionals, these supports provide targeted, data-informed guidance grounded in research-based best practices to effectively address diverse student needs.

2.3.2.4 **Consultation Services Catalog.**

Consultation Service	Service Fee
Instructional Coaching/Implementation Support Cycle - A cycle of coaching support to an individual teacher. Coaching support focuses on instructional strategies or content.	$3,200 per cycle for one (1) teacher
New Teacher Induction Coach - One (1)year of support for one (1) teacher to receive an Induction Coach who will provide individualized support to first-year classroom teachers of core subjects who are new to the profession (no	$12,000 per year for one (1) teacher

previous teaching experience). New teachers will receive support with instruction, lesson planning, and classroom management.	
Field Experience Program Consultation – The school district will provide protocols and coaching support to charter schools that seek to have their own Field Experience Program. Field Experience connects preservice teachers from colleges and universities with School to gain hands-on classroom experience and mentorship from a qualified cooperating teacher that has Clinical Educator Training certification. This program supports future educators and provides a pipeline for hiring qualified educators.	$150 per hour
Alternative Certification Program - Individual guidance for teachers who need an alternative certification program to acquire their professional certification, understand the Statement of Eligibility (SOE), and learn Florida Teacher Certification Examinations (FTCE) requirements. This is a two-year program that entails mentoring for two (2) years and assessing Florida Educator Accomplished Practices (FEAP) tasks for submission to the Florida Department of Education (FLDOE).	$4,600 per teacher
Acceleration Pathways Support - Guidance for charter schools to develop and coordinate their own acceleration pathway(s).	$150 per hour
MTSS Support - Guidance for charter schools to coordinate and structure their own Multi-Tiered System of Supports.	$150 per hour

2.3.2.5 **Training/Professional Learning**. District staff may be available to deliver training/professional Learning to School on topics pertaining to School's needs in alignment with the services provided by a Department within SBBC's Office of Academics. Training/Professional Learning for up to thirty (30) participants may be purchased at a price of Three Hundred Dollars ($300.00) per in-learning hour and a One Hundred Dollars ($100) fee for managing participant registration and follow-up tasks in the professional learning management system. Orders for training/professional learning are binding once accepted by SBBC. Training/professional learning services are non-refundable. Training/professional learning is developed by SBBC on topics pertaining to the School's needs in alignment with the services provided by Departments within SBBC's Office of Academics.

SBBC's Office of Academics offers a comprehensive portfolio of training/professional learning opportunities aligned to certification renewal requirements. Each experience is led by subject matter experts and intentionally structured to ensure immediate application, enabling educators to translate learning into impactful practice.

2.3.2.6 **Training/Professional Learning Services Catalog.**

Training/Professional Learning Service	Service Fee
Clinical Educator Training - Eligible educators acquire skills to host student teachers and mentor teachers. Participants earn forty (40) in-service points after completing the course and survey.	$6,000 per teacher
Data Dives - Training to guide up to five (5) teachers through Florida Reporting System (FRS) reports and resources to make instructional decisions.	$600 per group
Professional Learning - Training for educators. If applicable, in-service points are earned upon completion of course requirements.	$1,000 up to 3 hours $2,000 4-6 hours
Pedagogical Practices • Teacher Instructional Practices for Classroom Culture Course – three (3) hours in learning, four (4) in-service points). • Teacher Instructional Practices for Lesson Planning & Preparation Course, including checking for understanding and engagement with rigor (three (3) hours in learning, four (4) in-service points).	

Elementary Learning • Science of Reading Course embedded with Benchmark curriculum (six (6) hours in learning, eight (8) in-service points). • Critical Content Math self-paced, online Canvas Courses are offered by grade level (three (3) hours in learning). • Critical Content Math implementation courses are offered by grade bands Kindergarten-second and third-fifth, in-person, and requires the pre-requisite self-paced online Canvas Course (six (6) hours in learning).	
Secondary Learning • Intervention & Support Strategies to learn how to differentiate lessons to meet students' needs in math, literacy, and labs. • ELA and Literacy courses • Algebra and Geometry EOC courses • Civics and U. S. History EOC courses • Science courses	
Leadership Development • Leadership courses that meet state requirements for recertification in Educational Leadership. Florida State certified charter school employees currently holding Florida State Educational Leadership Certification may participate in scheduled professional learning experiences. (in-service points vary by course).	
Leadership Development First Year Assistant Principal Program (FYAP) is a one-year induction program offering comprehensive instructional and operational support, focused on helping newly appointed Assistant Principals (after appointment to position) (thirty-seven (37) in-service points).	$9,000 per AP
Leadership Development First Year Principal Program (FYP) is a one-year support and mentoring program for newly appointed Principals (after appointment to position), centered on developing effective leadership. (twenty-four (24) in-service points).	$7,500 per Principal

2.3.3 **Payments.** Payments for mutually agreed upon charter consultations and training/professional learning services are made through a deduction from the School's Title II, Part A allocation funds upon approval of this Agreement and as authorized by the Request Form. The amount of charter consultations and training/professional learning services on the Request Form is the total amount needed for the year.

2.3.4 **Expected Outcomes, Accountability Measures, and Data Reporting.** The Charter Academics Partnership offers charter schools high-impact, research-based, needs-aligned, job-embedded consultations and trainings/professional learning services that will result in increased student engagement, improved instructional practices, and stronger alignment to school priorities. Expected outcomes and accountability measures are:

- Improved student performance and engagement as measured by formative and summative assessments.
- Increased teacher implementation of effective instructional practices as a result of professional learning and coaching measured by participation tracking, coaching and feedback cycles, and usage reports.
- Use of pre- and post-data to measure impact of professional learning and instructional shifts on student outcomes.
- Reports that depict the number of consultations and trainings/professional learning sessions, number of participants, instructional shifts, and survey responses (if applicable).

2.4 **Non-Refundable Administrative Fee**. SBBC is authorized to deduct a Seven Hundred Fifty-Dollar ($750.00) non-refundable administrative fee from the School's Title II, Part A allocation upon the execution of this Agreement by all parties. For Agreements submitted to the Office of Academics Professional Learning and Development Department after the deadline, SBBC is authorized to deduct the Non-Refundable Administrative Fee and a Two Hundred Fifty-Dollar ($250.00) Non-Refundable Late Fee.

The administrative fee supports the comprehensive coordination and management required to implement the Charter Academics Partnership with fidelity and efficiency. This includes the execution and administration of documents, ongoing collaboration with schools to plan and align support, coordination and scheduling of services, and the maintenance of accurate records of all services provided. Additionally, the fee ensures the capacity to monitor impact through data collection, reporting, and analysis.

2.5 **No Disclosure of SBBC Education Records**. With this Agreement, SBBC is sending SBBC employees, as listed in the Description of Charter Services section, into the charter school to provide consultations and training/professional learning services for School.

SBBC shall not disclose any SBBC education records to the School pursuant to this Agreement. However, should School come into contact with SBBC education records during the course of contracted responsibilities, these records are confidential and protected by the Family Educational Rights and Privacy Act (FERPA) and Florida state laws and may not be used or re-disclosed. School's use or redisclosure of such records may violate applicable federal and state laws.

However, SBBC employees may access School's education records when providing services under this Agreement.

2.6 **Each Party Safeguarding the Confidentiality of Education Records**.

2.6.1 **Privacy**. Notwithstanding any provision to the contrary within this Agreement, each party shall:

2.6.1.1 Fully comply with the requirements of Sections 1002.22, 1002.221, and 1002.222, Florida Statutes; the Family Educational Rights and Privacy Act, 20 U.S.C § 1232g (FERPA) and its implementing regulations (34 C.F.R. Part 99), and any other state or federal law or regulation regarding the confidentiality of student information and records; and

2.6.1.2 Hold any education records in strict confidence and not use or re-disclose same except as required by this Agreement or as required or permitted by law unless the parent of each student or a student age 18 or older whose education records are to be shared provides prior written consent for their release; and

2.6.1.3 Utilize the education records solely for the purposes of providing products and services as contemplated under this Agreement; and shall not share, publish, sell, distribute, target advertise, or display education records to any third party, in compliance with Section 1006.1494, Florida Statutes; and shall otherwise be in full compliance with Section 1006.1494, Florida Statutes; and

2.6.1.4 Notify the other party 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. School is to be notified through such designees and at such telephone numbers and email addresses as are communicated by notice given pursuant to Section 2.7 of this Agreement; and take all necessary notification steps as may be required by federal and Florida law.

2.6.2 **Liability**. Each party shall, for itself, its officers, employees, agents, representatives, contractors or subcontractors, fully indemnify and hold harmless the party and its officers and employees for any violation of this section, including, without limitation, defending the other party and its officers and employees against any complaint, administrative or judicial proceeding, payment of any penalty imposed upon the party, 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.

2.6.3 The obligations under this section shall survive the termination of all performance required or conclusion of all obligations existing under this Document.

2.7 **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: The School Board of Broward County, Florida
Office of Academics Professional Learning and Development Department
3531 Davie Road
Davie, Florida 33314

To School: Avant Garde Academy Foundation K8
2025 McKinley St
Hollywood FL 33020

2.8 **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 ("School") and SBBC, the nongovernmental entity must provide SBBC entity with an affidavit signed by an officer or a representative of the nongovernmental entity under penalty of perjury attesting that the nongovernmental entity does not use coercion for labor or services as defined in Section 787.05(13), Florida Statutes. The nongovernmental entity shall attach hereto as **Exhibit A** an affidavit signed by an officer or representative of the nongovernmental entity under penalty of perjury stating that the nongovernmental entity does not use coercion for labor or services as defined in that statute. The submission of a false affidavit may subject the nongovernmental entity to civil penalties, attorney's fees, and/or costs. Any agreement with SBBC shall be terminated by SBBC without recourse if the nongovernmental entity is found to have submitted a false affidavit. Any delays in delivery or service under this Agreement arising out of, as a result of, or in connection with the nongovernmental entity's use of coercion for labor or services as defined by Section 787.06(13), Florida Statutes, is not a Force Majeure event under this Agreement.

2.9 **Foreign Country of Concern Attestation Form.** Nongovernmental entities ("School") receiving an award under this Agreement will receive access to personal identifying information for purposes of Sections 287.138 and 501.17(g)1, Florida Statutes. Rule 60A-1.020, Florida Administrative Code, adopted Form PUR 1355, "Foreign Country of Concern Attestation Form" (the "Form") to be completed by all the nongovernmental entities that would access personal identifying information. The Form is attached hereto as **Exhibit B** and must be executed by the nongovernmental entity and be submitted with the nongovernmental entity's executed agreement or an amendment renewing or extending an agreement. A proposed agreement or amendment submitted by the nongovernmental entity without a fully executed "Foreign Country of Concern Attestation Form" will be rejected pursuant to Section 287.138(4)(a), Florida Statutes, and will not be considered for award.

2.10 **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.

2.11 **Nondiscrimination**.

2.11.1 As a condition of entering into this Agreement, School represents and warrants that it will comply with the SBBC's Commercial Nondiscrimination Policy, as described under, Section D.1 of SBBC's Policy No. 3330 – Supplier Diversity Outreach Program, as such policy shall be amended from time-to-time.

2.11.2 As part of such compliance, School 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 School retaliate against any person for reporting instances of such discrimination. School 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. School understands and agrees that a material violation of this clause is considered a material breach of this Agreement and may result in termination of this Agreement, disqualification of the company from participating in SBBC Agreements, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party.

2.12 **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.

2.13 **Annual Appropriation**. SBBC's performance and obligations under this Agreement is contingent upon funding from Title II, Part A, to SBBC's governing body. If Title II, Part A does not allocate funds for the payment of services or products to be provided by SBBC under this Agreement, this Agreement may be terminated by SBBC at the end of the period for which Title II, Part A 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.

2.14 **Incorporation by Reference**. **Exhibits A, B, and C** attached hereto and referenced herein are incorporated into this Agreement by reference.

2.15 **Indemnification**.

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 SCHOOL: SCHOOL 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 to SCHOOL , its agents, servants or employees; the equipment of SCHOOL, its agents, servants or employees while such equipment is on premises owned or controlled by SBBC; or the negligence of SCHOOL or the negligence of SCHOOL'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 SCHOOL, SBBC or otherwise.

2.16 **Insurance Requirements**. SCHOOL shall comply with the following insurance requiremen throughout the term of this Agreement:

(a) General Liability. SCHOOL 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) Workers' Compensation. SCHOOL 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).

(c) Auto Liability. SCHOOL 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.

(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 SCHOOL to SBBC's Risk Management Department by Certificate of Insurance within fifteen (15) days of the date of this Agreement. All certificates (and any required documents) must be received and approved by SBBC's Risk Management Department before any work commences to permit SCHOOL to remedy any deficiencies. Post-award you will receive an email including a link to upload (drag and drop) your certificate of insurance.

(f) Required Conditions. Liability policies must include the following terms on the Certificate of Insurance:

1) The School Board of Broward County, Florida, its members, officers, employees and agents are added as additional insured.
2) All liability policies are primary of all other valid and collectible coverage maintained by The School Board of Broward County, Florida.
3) Certificate Holder: The School Board of Broward County, Florida, 600 SE 3rd Ave.-11th Floor, Fort Lauderdale, FL 33301.

(i) Cancellation of Insurance. SCHOOL is prohibited from receiving 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.

(j) 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.

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.

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.

FOR SBBC

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

ATTEST:

By: _____
Sarah Leonardi, Chair

_____
Superintendent of Schools

Date: _____

Approved as to Form and Legal Content:

_____
Office of the General Counsel

[THIS SPACE IS INTENTIONALLY LEFT BLANK; SIGNATURE PAGE FOLLOWS]

FOR SCHOOL:

(Corporate Seal)

[*Avant Garde Academy Foundation Inc*

ATTEST:
By: _____

_____
Corporate Secretary Signature

Print Name: Maria Diaz-Kremer

Title: Board President

Date: 8-4-26

-or-

_____
Witness Signature
Print Name: Samantha Walker

_____
Witness Signature
Print Name: Frank Bolanos

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 BREVARD

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☒ online notarization, this 8-4-26 (*date*) by MARIA DIAZ KREMER BOARD (*name of officer or agent, title of officer or agent*) of AVANT GARDE ACADEMY FOUNDATION INC (*name of corporation acknowledging*), a FLORIDA (*state or place of incorporation*) corporation, on behalf of the corporation. He/she is ☒ personally known to me or has produced _____ (*type of identification*) as identification and who did first take an oath this 4th day of AUGUST, 2026
My Commission Expires: 10-5-27

_____
Signature – Notary Public
(SEAL)

LILLIAN AFRE
Printed Name of Notary

HH408146
Notary's Commission No.

LILLIAN AFRE
Notary Public - State of Florida
Commission # HH 408146
My Comm. Expires Oct 5, 2027
Bonded through National Notary Assn.

Exhibit A
Affidavit Attesting to Noncoercive Conduct for Labor or Services

As a nongovernmental entity executing, renewing, or extending a contract with The School Board of Broward County, Florida ("SBBC"), the nongovernmental entity ("Entity") is required to provide an affidavit under penalty of perjury attesting that Entity does not use coercion for labor or services in accordance with Section 787.06, Florida Statutes. As defined in Section 787.06(2)(a), Florida Statutes, coercion means: 1. Using or threatening to use physical force against any person; 2. Restraining, isolating, or confining or threatening to restrain, isolate, or confine any person without lawful authority and against her or his will; 3. Using lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or service are not respectively limited and defined; 4. Destroying, concealing, removing, confiscating, withholding, or possessing any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person; 5. Causing or threatening to cause financial harm to any person; 6. Enticing or luring any person by fraud or deceit; or 7. Providing a controlled substance as outlined in Schedule I or Schedule II of Section 893.03, Florida Statutes, to any person for the purpose of exploitation of that person.

Under penalties of perjury and as a person authorized to sign on behalf of the Entity, I declare that I have read the foregoing statement; that the facts stated in it are true; and that the Entity does not use coercion for labor or services in accordance with Section 787.06, Florida Statutes.

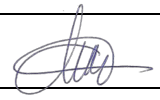
Name of Entity: Avant Garde Academy Foundation K8

Entity's Address: 2025 McKinley St

Entity's Email Address: swalker@agabroward.org

Entity's Phone Number: 754-816-6153

Entity's FEIN: 833739253

Signature of Entity's Officer or Representative: 

Printed Name of Entity's Officer or Representative: Maria Diaz- Kremer

Title of Entity's Officer or Representative: Board President

Date: 8-4-26

EXHIBIT B
FOREIGN COUNTRY OF CONCERN ATTESTATION
(REVISED FORM PUR 1355)

This form must be completed by an officer or representative of a nongovernmental entity ("Entity") submitting a bid, proposal, or reply to, or entering into, renewing, or extending, a contract with a The School Board of Broward County, Florida ("SBBC") which would grant the entity access to an individual's Personal Identifying Information. Capitalized terms used herein have the definitions ascribed in Rule 60A-1.020, F.A.C. The Entity is not owned by the government of a Foreign Country of Concern, is not organized under the laws of nor has its Principal Place of Business in a Foreign Country of Concern, and the government of a Foreign Country of Concern does not have a Controlling Interest in the Entity.

Under penalties of perjury and as a person authorized to sign on behalf of the Entity, I declare that I have read the foregoing statement; and that the facts stated in it are true.

Name of Entity: Avant Garde Academy Foundation K8

Entity's Address: 2025 McKinley St, Hollywood FL 33020

Entity's Email Address: swalker@agabroward.org

Entity's Phone Number: 754-816-6153

Entity's FEIN: 811739253

Signature of Entity's Officer or Representative: 

Printed Name of Entity's Officer or Representative: Maria Diaz- Kremer

Title of Entity's Officer or Representative: Board President

Date: 8-4-26

EXHIBIT C
REQUEST FORM

The following Charter Academics Partnership Request Form will be available and submitted via Microsoft Forms application that is already available to each charter school through its @BrowardSchools.com Microsoft Suite account.

2026-2027 Charter Academics Partnership Services Request Form

The Charter Academics Partnership is a strategic contractual relationship between a charter school (School) and The School Board of Broward County, Florida (SBBC) that provides a high-impact, opt-in opportunity to strengthen teaching, learning, and leadership through targeted consultations and professional learning.

Designed to align with each school's unique needs, this contractual relationship enables educational leaders to prioritize supports based on student data, instructional goals, and continuous improvement priorities resulting in stronger instructional practices, increased student engagement, and measurable gains in achievement.

By contracting with SBBC, a charter school gains access to proven instructional expertise, well-established systems, and coordinated, job-embedded supports from SBBC's Office of Academics. Initial implementation by SBBC may begin with a subset of charter schools, allowing for a focused rollout that ensures quality, responsiveness, and alignment to school needs. The Charter Academic Partnership is intentionally designed for scalability, with the opportunity to expand participation based on demonstrated outcomes, ensuring that SBBC can effectively meet the needs of all participating schools with fidelity and impact. This collaboration delivers customized, high-quality consultations and trainings/professional learning that enhances teacher effectiveness, builds leadership capacity, and ensures that participating schools receive the strategic support needed to sustain long-term success and academic excellence.

Complete this request form to indicate the Charter Academics Partnership consultations and training/professional learning services that your school requests to obtain.

IMPORTANT: Your school must be logged in to use the charter school's browardschools.com email account to access Microsoft Forms and to complete the request form. Please complete a separate request form for each MSID.

1. Charter School 4-Digit MSID:
2. Charter School Name (official name, no acronyms):
3. Charter School Street Address:
4. Charter School Grade Levels School Grade Levels:
5. Full name of person submitting this services request form for the Charter School:
6. Position/title of person submitting this services request form:
7. Work email of person submitting this form for the Charter School:

<u>Consultation Services</u>
All consultation services of SBBC's Office of Academics are designed to equip educators with the tools and strategies necessary to drive measurable improvements in teaching and learning. Consultations developed by SBBC are available on topics pertaining to the needs of the School in alignment with the services provided by departments within the Office of Academics. Consultation services are delivered by highly skilled school district professionals. These supports provide targeted, data-informed guidance grounded in research-based best practices to effectively address diverse student needs.

Please select the service(s) you intend to utilize for your teachers and the amount of services you will need for each selected service.

Consultation Service	Service Fee
Instructional Coaching/Implementation Support Cycle - A cycle of coaching support to an individual teacher. Coaching support focuses on instructional strategies or content.	$3,200 per cycle for one (1) teacher
New Teacher Induction Coach - One (1) year of support for one (1) teacher to receive an Induction Coach who will provide individualized support to first-year classroom teachers of core subjects who are new to the profession (no previous teaching experience). New teachers will receive support with instruction, lesson planning, and classroom management.	$12,000 per year for one (1) teacher
Field Experience Program Consultation – The school district will provide protocols and coaching support to charter schools that seek to have their own Field Experience Program. Field Experience connects preservice teachers from colleges and universities with School to gain hands-on classroom experience and mentorship from a qualified cooperating teacher that has Clinical Educator Training certification. This program supports future educators and provides a pipeline for hiring qualified educators.	$150 per hour
Alternative Certification Program - Individual guidance for teachers who need an alternative certification program to acquire their professional certification, understand the Statement of Eligibility (SOE), and learn Florida Teacher Certification Examinations (FTCE) requirements. This is a two-year program that entails mentoring for two (2) years and assessing Florida Educator Accomplished Practices (FEAP) tasks for submission to the Florida Department of Education (FLDOE).	$4,600 per teacher
Acceleration Pathways Support - Guidance for charter schools to develop and coordinate their own acceleration pathway(s).	$150 per hour
MTSS Support - Guidance for charter schools to coordinate and structure their own Multi-Tiered System of Supports.	$150 per hour

1. **Instructional Coaching/Implementation Support Cycle** - A cycle of coaching support to an individual teacher. Coaching support focuses on instructional strategies or content.
   How many of your teachers will need instructional coaching/implementation cycles? In the text box below, enter the number of teachers and the total amount allotted for this service. (For example, enter in the text box: 2 Teachers, $6,400.)
2. **New Teacher Induction Coach** - One (1) year of support for one (1) teacher to receive an Induction Coach who will provide individualized support to first-year classroom teachers of core subjects who are new to the profession (no previous teaching experience). New teachers will receive support with instruction, lesson planning, and classroom management.
   How many of your teachers will need a New Teacher Induction Coach for the school year? In the text box below, enter the number of teachers and the total amount allotted for this service. (For example, enter in the text box: 2 Teachers, $24,00.)
3. **Field Experience Program Consultation** - SBBC will provide protocols and coaching support to schools that seek to have their own Field Experience Program. Field Experience connects preservice teachers from colleges and universities with the school to gain hands-on classroom experience and mentorship from a qualified cooperating teacher that has Clinical Educator Training certification. This program supports future educators and provides a pipeline for hiring qualified educators.
   How many hours of Field Experience Program Consultation will you need? In the text box below, enter the number of hours and the total amount allotted for this service. (For example, enter in the text box: 3 hours, $450.)
4. **Alternative Certification Program** - Individual guidance for teachers who need an alternative certification program to acquire their professional certification, understand the Statement of Eligibility (SOE), and learn Florida Teacher Certification Examinations (FTCE) requirements. This is a two-year program that entails mentoring for two (2) years and assessing Florida Educator Accomplished Practices (FEAP) tasks for submission to the Florida Department of Education (FLDOE).
   How many of your teachers will need to participate in the Alternative Certification Program? In the text box below, enter the number of teachers and the total amount allotted for this service. (For example, enter in the text box: 2 Teachers, $9,200.)
5. **Acceleration Pathways Support** - Guidance for schools to develop and coordinate their own acceleration

pathway(s).
How many hours of Acceleration Pathways Support will you need? In the text box below, enter the number of hours and the total amount allotted for this service. (For example, enter in the text box: 3 hours, $450)

6. **MTSS Support** - Guidance for schools to coordinate and structure their own Multi-Tiered System of Supports.
   How many hours of MTSS Support will you need? In the text box below, enter the number of hours and the total amount allotted for this service. (For example, enter in the text box: 3 hours, $450)
7. In the text box below, enter the total amount allotted for all consultations. (For example, enter in the text box: $40,950 Total for Coaching and Consultations)

Training/Professional Learning Services

SBBC's Office of Academics offers a comprehensive portfolio of training/professional learning opportunities aligned to certification renewal requirements. Training/professional learning is developed by SBBC on topics pertaining to the needs of the School in alignment with the services provided by Departments within the Office of Academics. Each experience is led by subject matter experts and intentionally structured to ensure immediate application, enabling educators to translate learning into impactful practice.

Please select the service your School intends to utilize for your teachers and the amount of services you will need for each one.

Training/Professional Learning Service	Service Fee
Clinical Educator Training - Eligible educators acquire skills to host student teachers and mentor teachers. Participants earn forty (40) in-service points after completing the course and survey.	$6,000 per teacher
Data Dives - Training to guide up to five (5) teachers through Florida Reporting System (FRS) reports and resources to make instructional decisions.	$600 per group
Professional Learning - Training for educators. If applicable, in-service points are earned upon completion of course requirements.	$1,000 up to 3 hours $2,000 4-6 hours
Pedagogical Practices • Teacher Instructional Practices for Classroom Culture Course – three (3) hours in learning, four (4) in-service points). • Teacher Instructional Practices for Lesson Planning & Preparation Course, including checking for understanding and engagement with rigor (three (3) hours in learning, four (4) in-service points).	
Elementary Learning • Science of Reading Course embedded with Benchmark curriculum (six (6) hours in learning, eight (8) in-service points). • Critical Content Math self-paced, online Canvas Courses are offered by grade level (three (3) hours in learning). • Critical Content Math implementation courses are offered by grade bands Kindergarten-second and third-fifth, in-person, and requires the pre-requisite self-paced online Canvas Course (six (6) hours in learning).	
Secondary Learning • Intervention & Support Strategies to learn how to differentiate lessons to meet students' needs in math, literacy, and labs. • ELA and Literacy courses • Algebra and Geometry EOC courses • Civics and U. S. History EOC courses • Science courses	
Leadership Development • Leadership courses that meet state requirements for recertification in Educational Leadership. Florida State certified charter school employees currently holding Florida State Educational Leadership Certification may participate in scheduled professional learning experiences. (in-service points vary by course).	
Leadership Development First Year Assistant Principal Program (FYAP) is a one-year induction program offering comprehensive instructional and operational support, focused on helping newly appointed Assistant Principals (after appointment to position) (thirty-seven (37) in-service points).	$9,000 per AP
Leadership Development First Year Principal Program (FYP) is a one-year support and mentoring program for newly appointed Principals (after appointment to position), centered on developing effective leadership (twenty-four (24) in-service points).	$7,500 per Principal

1. **Clinical Educator Training** - Eligible educators acquire skills to host student teachers and mentor teachers. Participants earn forty (40) in-service points after completing the course and survey.
   How many of your teachers do you need to become Clinical Educator Trained? In the text box below, enter the number of teachers and the total amount allotted for this service. (For example, enter in the text box: 2 Teachers, $12,000.)
2. **Data Dives** - Training to guide up to five (5) teachers through Florida Reporting System (FRS) reports and resources to make instructional decisions.
   How many Data Dives will your teachers need? In the text box below, enter the number of teachers and the total amount allotted for this service. (For example, enter in the text box: 2 groups, $1,200.)
3. **Professional Learning** - Training for educators. If applicable, in-service points are earned upon completion of course requirements.
   How many sessions of professional learning will your teachers need? In the text box below, List the title of the professional learning, number of sessions, total amount of hours, and the total amount allotted for these services. (For example, enter in the text box: Teacher Instructional Practices - 2 sessions, 6 hours; Science of Reading 1 - 1 session, 6 hours; Science of Reading 2 - 2 sessions, 12 hours; $8,000 total.)
4. **Leadership Development First Year Assistant Principal Program** (FYAP) is a one-year induction program offering comprehensive instructional and operational support, focused on helping newly appointed Assistant Principals (after appointment to position) (37 in-service points).
   How many APs will participate in the First Year Assistant Principal Program (FYAP)? In the text box below, enter the number of APs and the total amount allotted for this service. (For example, enter in the text box: 2 APs, $18,000.)
5. **Leadership Development First Year Principal Program** (FYP) is a one-year support and mentoring program for newly appointed Principals (after appointment to position), centered on developing effective leadership (24 in-service points).
   In the text box below, enter the number 1 and the total amount allotted for this service. (For example, enter in the text box: 1 principal, $7,500.)
6. In the text box below, enter the total amount allotted for all training/professional learning. (For example, enter in the text box: $46,700 Total for Training/Professional Learning.)

AGREEMENT FOR SERVICES (TITLE II, PART A)

THIS AGREEMENT ("Agreement") is made and entered into by and between:

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
(hereinafter referred to as "SBBC"),
a body corporate and political subdivision of the State of Florida,
whose principal place of business is
600 Southeast Third Avenue, Fort Lauderdale, Florida 33301

and

Innovation Charter School, Inc.
(hereinafter referred to as "School"),
a Florida not-for-profit organization
whose principal place of business is
600 SW 3rd Street, Pompano Beach, FL 33060

WHEREAS, the School is a not-for-profit organization operating a public charter school in Broward County, Florida under a Charter School Agreement sponsored by SBBC; and

WHEREAS, the School desires to procure consultations and training/professional learning services from SBBC; and

WHEREAS, SBBC has the authority pursuant Title II, Part A and Section 1002.33(20), Florida Statutes, to make services available to the School separate from the Charter School Agreement existing between the parties.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

ARTICLE 1 - RECITALS

1.1 **Recitals**. The parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.

ARTICLE 2 – SPECIAL CONDITIONS

2.1 **Term of Agreement**. The term of this Agreement commences upon the date of the last signature below ("Effective Date") and concludes on June 30, 2027, unless terminated earlier pursuant to Section 3.5 Termination of this Agreement.

2.2 **Definitions**. The following terms and definitions will apply to this Agreement:

2.2.1 "Title II, Part A Allocation" refers to funding source and is the process by which SBBC allocates charter school consultations and training/professional learning services under Title II, Part A as specified on the Request Form. The total on an authorized Request Form is deducted from the School's Title II, Part A allocation after the authorization of a Request Form.

2.2.2 "Request Form" refers to the form prepared by the Office of Academics Leadership Development & Teacher Support Department (see **Exhibit C** attached hereto and incorporated herein by reference) and executed by the School's Principal, which includes an itemized list of services requested, fees and agreed upon Title II, Part A funds that will be documented from the School's Title II, Part A allocation.

2.2.3 "Service Providers" refers to individuals employed by SBBC that provide consultations and training/professional learning services directly to the School.

2.2.4 "School Officials" refers to service providers that have a "legitimate educational interest" in accessing personally identifiable information contained in education records.

2.3 **Contract Deliverables**.

2.3.1 **Duties and Obligations of Each Party**.

2.3.1.1 **The School will**:

2.3.1.1.1 Authorize a Request Form for consultations and training/professional learning services and, following guidelines communicated by SBBC, submit the Request Form to SBBC; and

2.3.1.1.2 Communicate with SBBC in a timely manner, at least three (3) weeks before a preferred date for services to be rendered, to coordinate delivery of charter consultations and training/professional learning services.

2.3.1.2 **The SBBC will**:

2.3.1.2.1 Analyze resources available to deliver requested consultations and training/professional learning services;

2.3.1.2.2 Coordinate, schedule and deliver available consultations and training/professional learning services; and

2.3.1.2.3 Coordinate utilizing Title II, Part A allocation for services commencing upon approval of this Document and continuing throughout the term of this Agreement.

2.3.2 **Description of Charter Services.**

2.3.2.1 **Charter Services Timeline**. Charter consultations and training/professional learning services will be provided during the school year beginning Monday, August 3, 2026, and continuing through Tuesday, June 1, 2027. SBBC shall not be obligated to provide any service to School prior to the effective date of this Agreement.

2.3.2.2 **Charter Services Tiers**. To maximize impact, services are organized into flexible tiers that provide both clarity and customization based on each charter school's priorities and capacity. This tiered model ensures charter schools can strategically align resources, scale services, and achieve sustained, high-impact improvement.

- Tier 1 offers consultations to strategically align resources.
- Tier 2 includes training/professional learning with follow-up support to address targeted needs.
- Tier 3 entails a comprehensive partnership with consultations and training/professional learning with implementation support and monitoring.

2.3.2.3 **Consultations**. Consultations may be purchased for a price of One Hundred Fifty Dollars ($150.00) per hour. Orders for consultations are binding once accepted by SBBC. Consultation services are non-refundable. Consultations developed by SBBC are available on topics pertaining to the needs of School in alignment with the services provided by Departments within the Office of Academics.

All of the Office of Academics consultation and coaching services are designed to equip educators with the tools and strategies necessary to drive measurable improvements in teaching and learning. Delivered by highly skilled school district professionals, these supports provide targeted, data-informed guidance grounded in research-based best practices to effectively address diverse student needs.

2.3.2.4 **Consultation Services Catalog.**

Consultation Service	**Service Fee**
Instructional Coaching/Implementation Support Cycle - A cycle of coaching support to an individual teacher. Coaching support focuses on instructional strategies or content.	$3,200 per cycle for one (1) teacher
New Teacher Induction Coach - One (1)year of support for one (1) teacher to receive an Induction Coach who will provide individualized support to first-year classroom teachers of core subjects who are new to the profession (no	$12,000 per year for one (1) teacher

previous teaching experience). New teachers will receive support with instruction, lesson planning, and classroom management.	
Field Experience Program Consultation – The school district will provide protocols and coaching support to charter schools that seek to have their own Field Experience Program. Field Experience connects preservice teachers from colleges and universities with School to gain hands-on classroom experience and mentorship from a qualified cooperating teacher that has Clinical Educator Training certification. This program supports future educators and provides a pipeline for hiring qualified educators.	$150 per hour
Alternative Certification Program - Individual guidance for teachers who need an alternative certification program to acquire their professional certification, understand the Statement of Eligibility (SOE), and learn Florida Teacher Certification Examinations (FTCE) requirements. This is a two-year program that entails mentoring for two (2) years and assessing Florida Educator Accomplished Practices (FEAP) tasks for submission to the Florida Department of Education (FLDOE).	$4,600 per teacher
Acceleration Pathways Support - Guidance for charter schools to develop and coordinate their own acceleration pathway(s).	$150 per hour
MTSS Support - Guidance for charter schools to coordinate and structure their own Multi-Tiered System of Supports.	$150 per hour

2.3.2.5 **Training/Professional Learning**. District staff may be available to deliver training/professional Learning to School on topics pertaining to School's needs in alignment with the services provided by a Department within SBBC's Office of Academics. Training/Professional Learning for up to thirty (30) participants may be purchased at a price of Three Hundred Dollars ($300.00) per in-learning hour and a One Hundred Dollars ($100) fee for managing participant registration and follow-up tasks in the professional learning management system. Orders for training/professional learning are binding once accepted by SBBC. Training/professional learning services are non-refundable. Training/professional learning is developed by SBBC on topics pertaining to the School's needs in alignment with the services provided by Departments within SBBC's Office of Academics.

SBBC's Office of Academics offers a comprehensive portfolio of training/professional learning opportunities aligned to certification renewal requirements. Each experience is led by subject matter experts and intentionally structured to ensure immediate application, enabling educators to translate learning into impactful practice.

2.3.2.6 **Training/Professional Learning Services Catalog.**

Training/Professional Learning Service	**Service Fee**
Clinical Educator Training - Eligible educators acquire skills to host student teachers and mentor teachers. Participants earn forty (40) in-service points after completing the course and survey.	$6,000 per teacher
Data Dives - Training to guide up to five (5) teachers through Florida Reporting System (FRS) reports and resources to make instructional decisions.	$600 per group
Professional Learning - Training for educators. If applicable, in-service points are earned upon completion of course requirements.	$1,000 up to 3 hours $2,000 4-6 hours
Pedagogical Practices • Teacher Instructional Practices for Classroom Culture Course – three (3) hours in learning, four (4) in-service points). • Teacher Instructional Practices for Lesson Planning & Preparation Course, including checking for understanding and engagement with rigor (three (3) hours in learning, four (4) in-service points).	

Elementary Learning • Science of Reading Course embedded with Benchmark curriculum (six (6) hours in learning, eight (8) in-service points). • Critical Content Math self-paced, online Canvas Courses are offered by grade level (three (3) hours in learning). • Critical Content Math implementation courses are offered by grade bands Kindergarten-second and third-fifth, in-person, and requires the pre-requisite self-paced online Canvas Course (six (6) hours in learning).	
Secondary Learning • Intervention & Support Strategies to learn how to differentiate lessons to meet students' needs in math, literacy, and labs. • ELA and Literacy courses • Algebra and Geometry EOC courses • Civics and U. S. History EOC courses • Science courses	
Leadership Development • Leadership courses that meet state requirements for recertification in Educational Leadership. Florida State certified charter school employees currently holding Florida State Educational Leadership Certification may participate in scheduled professional learning experiences. (in-service points vary by course).	
Leadership Development First Year Assistant Principal Program (FYAP) is a one-year induction program offering comprehensive instructional and operational support, focused on helping newly appointed Assistant Principals (after appointment to position) (thirty-seven (37) in-service points).	$9,000 per AP
Leadership Development First Year Principal Program (FYP) is a one-year support and mentoring program for newly appointed Principals (after appointment to position), centered on developing effective leadership. (twenty-four (24) in-service points).	$7,500 per Principal

2.3.3 **Payments.** Payments for mutually agreed upon charter consultations and training/professional learning services are made through a deduction from the School's Title II, Part A allocation funds upon approval of this Agreement and as authorized by the Request Form. The amount of charter consultations and training/professional learning services on the Request Form is the total amount needed for the year.

2.3.4 **Expected Outcomes, Accountability Measures, and Data Reporting.** The Charter Academics Partnership offers charter schools high-impact, research-based, needs-aligned, job-embedded consultations and trainings/professional learning services that will result in increased student engagement, improved instructional practices, and stronger alignment to school priorities. Expected outcomes and accountability measures are:

- Improved student performance and engagement as measured by formative and summative assessments.
- Increased teacher implementation of effective instructional practices as a result of professional learning and coaching measured by participation tracking, coaching and feedback cycles, and usage reports.
- Use of pre- and post-data to measure impact of professional learning and instructional shifts on student outcomes.
- Reports that depict the number of consultations and trainings/professional learning sessions, number of participants, instructional shifts, and survey responses (if applicable).

2.4 **Non-Refundable Administrative Fee**. SBBC is authorized to deduct a Seven Hundred Fifty-Dollar ($750.00) non-refundable administrative fee from the School's Title II, Part A allocation upon the execution of this Agreement by all parties. For Agreements submitted to the Office of Academics Professional Learning and Development Department after the deadline, SBBC is authorized to deduct the Non-Refundable Administrative Fee and a Two Hundred Fifty-Dollar ($250.00) Non-Refundable Late Fee.

The administrative fee supports the comprehensive coordination and management required to implement the Charter Academics Partnership with fidelity and efficiency. This includes the execution and administration of documents, ongoing collaboration with schools to plan and align support, coordination and scheduling of services, and the maintenance of accurate records of all services provided. Additionally, the fee ensures the capacity to monitor impact through data collection, reporting, and analysis.

2.5 **No Disclosure of SBBC Education Records**. With this Agreement, SBBC is sending SBBC employees, as listed in the Description of Charter Services section, into the charter school to provide consultations and training/professional learning services for School.

SBBC shall not disclose any SBBC education records to the School pursuant to this Agreement. However, should School come into contact with SBBC education records during the course of contracted responsibilities, these records are confidential and protected by the Family Educational Rights and Privacy Act (FERPA) and Florida state laws and may not be used or re-disclosed. School's use or redisclosure of such records may violate applicable federal and state laws.

However, SBBC employees may access School's education records when providing services under this Agreement.

2.6 **Each Party Safeguarding the Confidentiality of Education Records**.

2.6.1 **Privacy**. Notwithstanding any provision to the contrary within this Agreement, each party shall:

2.6.1.1 Fully comply with the requirements of Sections 1002.22, 1002.221, and 1002.222, Florida Statutes; the Family Educational Rights and Privacy Act, 20 U.S.C § 1232g (FERPA) and its implementing regulations (34 C.F.R. Part 99), and any other state or federal law or regulation regarding the confidentiality of student information and records; and

2.6.1.2 Hold any education records in strict confidence and not use or re-disclose same except as required by this Agreement or as required or permitted by law unless the parent of each student or a student age 18 or older whose education records are to be shared provides prior written consent for their release; and

2.6.1.3 Utilize the education records solely for the purposes of providing products and services as contemplated under this Agreement; and shall not share, publish, sell, distribute, target advertise, or display education records to any third party, in compliance with Section 1006.1494, Florida Statutes; and shall otherwise be in full compliance with Section 1006.1494, Florida Statutes; and

2.6.1.4 Notify the other party 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. School is to be notified through such designees and at such telephone numbers and email addresses as are communicated by notice given pursuant to Section 2.7 of this Agreement; and take all necessary notification steps as may be required by federal and Florida law.

2.6.2 **Liability**. Each party shall, for itself, its officers, employees, agents, representatives, contractors or subcontractors, fully indemnify and hold harmless the party and its officers and employees for any violation of this section, including, without limitation, defending the other party and its officers and employees against any complaint, administrative or judicial proceeding, payment of any penalty imposed upon the party, 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.

2.6.3 The obligations under this section shall survive the termination of all performance required or conclusion of all obligations existing under this Document.

2.7 **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: The School Board of Broward County, Florida
Office of Academics Professional Learning and Development Department
3531 Davie Road
Davie, Florida 33314

To School: Innovation Charter School
600 SW 3rd Street, Suite 1400
Pompano Beach, FL 33060

2.8 **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 ("School") and SBBC, the nongovernmental entity must provide SBBC entity with an affidavit signed by an officer or a representative of the nongovernmental entity under penalty of perjury attesting that the nongovernmental entity does not use coercion for labor or services as defined in Section 787.05(13), Florida Statutes. The nongovernmental entity shall attach hereto as **Exhibit A** an affidavit signed by an officer or representative of the nongovernmental entity under penalty of perjury stating that the nongovernmental entity does not use coercion for labor or services as defined in that statute. The submission of a false affidavit may subject the nongovernmental entity to civil penalties, attorney's fees, and/or costs. Any agreement with SBBC shall be terminated by SBBC without recourse if the nongovernmental entity is found to have submitted a false affidavit. Any delays in delivery or service under this Agreement arising out of, as a result of, or in connection with the nongovernmental entity's use of coercion for labor or services as defined by Section 787.06(13), Florida Statutes, is not a Force Majeure event under this Agreement.

2.9 **Foreign Country of Concern Attestation Form.** Nongovernmental entities ("School") receiving an award under this Agreement will receive access to personal identifying information for purposes of Sections 287.138 and 501.17(g)1, Florida Statutes. Rule 60A-1.020, Florida Administrative Code, adopted Form PUR 1355, "Foreign Country of Concern Attestation Form" (the "Form") to be completed by all the nongovernmental entities that would access personal identifying information. The Form is attached hereto as **Exhibit B** and must be executed by the nongovernmental entity and be submitted with the nongovernmental entity's executed agreement or an amendment renewing or extending an agreement. A proposed agreement or amendment submitted by the nongovernmental entity without a fully executed "Foreign Country of Concern Attestation Form" will be rejected pursuant to Section 287.138(4)(a), Florida Statutes, and will not be considered for award.

2.10 **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.

2.11 **Nondiscrimination**.

2.11.1 As a condition of entering into this Agreement, School represents and warrants that it will comply with the SBBC's Commercial Nondiscrimination Policy, as described under, Section D.1 of SBBC's Policy No. 3330 – Supplier Diversity Outreach Program, as such policy shall be amended from time-to-time.

2.11.2 As part of such compliance, School 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 School retaliate against any person for reporting instances of such discrimination. School 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. School understands and agrees that a material violation of this clause is considered a material breach of this Agreement and may result in termination of this Agreement, disqualification of the company from participating in SBBC Agreements, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party.

2.12 **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.

2.13 **Annual Appropriation**. SBBC's performance and obligations under this Agreement is contingent upon funding from Title II, Part A, to SBBC's governing body. If Title II, Part A does not allocate funds for the payment of services or products to be provided by SBBC under this Agreement, this Agreement may be terminated by SBBC at the end of the period for which Title II, Part A 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.

2.14 **Incorporation by Reference**. **Exhibits A, B, and C** attached hereto and referenced herein are incorporated into this Agreement by reference.

2.15 **Indemnification**.

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 SCHOOL: SCHOOL 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 to SCHOOL , its agents, servants or employees; the equipment of SCHOOL, its agents, servants or employees while such equipment is on premises owned or controlled by SBBC; or the negligence of SCHOOL or the negligence of SCHOOL'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 SCHOOL, SBBC or otherwise.

2.16 **Insurance Requirements**. SCHOOL shall comply with the following insurance requirements throughout the term of this Agreement:

(a) General Liability. SCHOOL 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) Workers' Compensation. SCHOOL 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).

(c) Auto Liability. SCHOOL 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.

(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 SCHOOL to SBBC's Risk Management Department by Certificate of Insurance within fifteen (15) days of the date of this Agreement. All certificates (and any required documents) must be received and approved by SBBC's Risk Management Department before any work commences to permit SCHOOL to remedy any deficiencies. Post-award you will receive an email including a link to upload (drag and drop) your certificate of insurance.

(f) Required Conditions. Liability policies must include the following terms on the Certificate of Insurance:

1) The School Board of Broward County, Florida, its members, officers, employees and agents are added as additional insured.
2) All liability policies are primary of all other valid and collectible coverage maintained by The School Board of Broward County, Florida.
3) Certificate Holder: The School Board of Broward County, Florida, 600 SE 3rd Ave.-11th Floor, Fort Lauderdale, FL 33301.

(i) Cancellation of Insurance. SCHOOL is prohibited from receiving 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.

(j) 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.

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.

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.

FOR SBBC

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

ATTEST:

By: _____
Sarah Leonardi, Chair

_____
Superintendent of Schools

Date: _____

Approved as to Form and Legal Content:

_____
Office of the General Counsel

[THIS SPACE IS INTENTIONALLY LEFT BLANK; SIGNATURE PAGE FOLLOWS]

FOR SCHOOL:

(Corporate Seal)

Innovation Charter School, Inc.

ATTEST:
By: Tammy J Hoskins
Jay J Hoskins
Corporate Secretary Signature

Print Name: Tammy Hoskins

Title: Board Secretary

Date: 8/6/24

-or-

Neffetti Robinson
Witness Signature
Print Name:

JoAnn Burgess
Witness Signature
Print Name: JOANN BURGESS

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 August 6, 2026 (*date*) by Tammy Hoskins (*name of officer or agent, title of officer or agent*) of Innovation Charter School (*name of corporation acknowledging*), a Florida non-profit (*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 6th day of August, 2026.

My Commission Expires: 08/18/2029

Luisa Archila
Signature – Notary Public

(SEAL) Luisa Archila
Printed Name of Notary

HH 711510
Notary's Commission No.

Luisa Archila
Commission # HH 711510
Commission Expires 08-18-2029
Bonded Through - Cynanotary
Florida - Notary Public

Exhibit A
Affidavit Attesting to Noncoercive Conduct for Labor or Services

As a nongovernmental entity executing, renewing, or extending a contract with The School Board of Broward County, Florida ("SBBC"), the nongovernmental entity ("Entity") is required to provide an affidavit under penalty of perjury attesting that Entity does not use coercion for labor or services in accordance with Section 787.06, Florida Statutes. As defined in Section 787.06(2)(a), Florida Statutes, coercion means: 1. Using or threatening to use physical force against any person; 2. Restraining, isolating, or confining or threatening to restrain, isolate, or confine any person without lawful authority and against her or his will; 3. Using lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or service are not respectively limited and defined; 4. Destroying, concealing, removing, confiscating, withholding, or possessing any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person; 5. Causing or threatening to cause financial harm to any person; 6. Enticing or luring any person by fraud or deceit; or 7. Providing a controlled substance as outlined in Schedule I or Schedule II of Section 893.03, Florida Statutes, to any person for the purpose of exploitation of that person.

Under penalties of perjury and as a person authorized to sign on behalf of the Entity, I declare that I have read the foregoing statement; that the facts stated in it are true; and that the Entity does not use coercion for labor or services in accordance with Section 787.06, Florida Statutes.

Name of Entity: Innovation Charter School, Inc.

Entity's Address: 600 SW 3rd st., Pompano Beach, FL 33060

Entity's Email Address: info@innovationcharter.net

Entity's Phone Number: 954-715-1777

Entity's FEIN: 46-3301622

Signature of Entity's Officer or Representative: Tammy J Hoskins

Printed Name of Entity's Officer or Representative: Tammy J Hoskins

Title of Entity's Officer or Representative: Board Secretary

Date: 8/6/26

EXHIBIT B
FOREIGN COUNTRY OF CONCERN ATTESTATION
(REVISED FORM PUR 1355)

This form must be completed by an officer or representative of a nongovernmental entity ("Entity") submitting a bid, proposal, or reply to, or entering into, renewing, or extending, a contract with a The School Board of Broward County, Florida ("SBBC") which would grant the entity access to an individual's Personal Identifying Information. Capitalized terms used herein have the definitions ascribed in Rule 60A-1.020, F.A.C. The Entity is not owned by the government of a Foreign Country of Concern, is not organized under the laws of nor has its Principal Place of Business in a Foreign Country of Concern, and the government of a Foreign Country of Concern does not have a Controlling Interest in the Entity.

Under penalties of perjury and as a person authorized to sign on behalf of the Entity, I declare that I have read the foregoing statement; and that the facts stated in it are true.

Name of Entity: Innovation Charter School, Inc.

Entity's Address: 600 SW 3rd St., Pompano Beach, FL 33060

Entity's Email Address: info@innovationcharter.net

Entity's Phone Number: 954-715-1777

Entity's FEIN: 46-3301622

Signature of Entity's Officer or Representative: Tammy J Hoskins

Printed Name of Entity's Officer or Representative: Tammy J Hoskins

Title of Entity's Officer or Representative: Board Secretary

Date: 8/6/26

EXHIBIT C
REQUEST FORM

The following Charter Academics Partnership Request Form will be available and submitted via Microsoft Forms application that is already available to each charter school through its @BrowardSchools.com Microsoft Suite account.

2026-2027 Charter Academics Partnership Services Request Form

The Charter Academics Partnership is a strategic contractual relationship between a charter school (School) and The School Board of Broward County, Florida (SBBC) that provides a high-impact, opt-in opportunity to strengthen teaching, learning, and leadership through targeted consultations and professional learning.

Designed to align with each school's unique needs, this contractual relationship enables educational leaders to prioritize supports based on student data, instructional goals, and continuous improvement priorities resulting in stronger instructional practices, increased student engagement, and measurable gains in achievement.

By contracting with SBBC, a charter school gains access to proven instructional expertise, well-established systems, and coordinated, job-embedded supports from SBBC's Office of Academics. Initial implementation by SBBC may begin with a subset of charter schools, allowing for a focused rollout that ensures quality, responsiveness, and alignment to school needs. The Charter Academic Partnership is intentionally designed for scalability, with the opportunity to expand participation based on demonstrated outcomes, ensuring that SBBC can effectively meet the needs of all participating schools with fidelity and impact. This collaboration delivers customized, high-quality consultations and trainings/professional learning that enhances teacher effectiveness, builds leadership capacity, and ensures that participating schools receive the strategic support needed to sustain long-term success and academic excellence.

Complete this request form to indicate the Charter Academics Partnership consultations and training/professional learning services that your school requests to obtain.

IMPORTANT: Your school must be logged in to use the charter school's browardschools.com email account to access Microsoft Forms and to complete the request form. Please complete a separate request form for each MSID.

1. Charter School 4-Digit MSID:
2. Charter School Name (official name, no acronyms):
3. Charter School Street Address:
4. Charter School Grade Levels School Grade Levels:
5. Full name of person submitting this services request form for the Charter School:
6. Position/title of person submitting this services request form:
7. Work email of person submitting this form for the Charter School:

Consultation Services

All consultation services of SBBC's Office of Academics are designed to equip educators with the tools and strategies necessary to drive measurable improvements in teaching and learning. Consultations developed by SBBC are available on topics pertaining to the needs of the School in alignment with the services provided by departments within the Office of Academics. Consultation services are delivered by highly skilled school district professionals. These supports provide targeted, data-informed guidance grounded in research-based best practices to effectively address diverse student needs.

Please select the service(s) you intend to utilize for your teachers and the amount of services you will need for each selected service.

Consultation Service	Service Fee
Instructional Coaching/Implementation Support Cycle - A cycle of coaching support to an individual teacher. Coaching support focuses on instructional strategies or content.	$3,200 per cycle for one (1) teacher
New Teacher Induction Coach - One (1) year of support for one (1) teacher to receive an Induction Coach who will provide individualized support to first-year classroom teachers of core subjects who are new to the profession (no previous teaching experience). New teachers will receive support with instruction, lesson planning, and classroom management.	$12,000 per year for one (1) teacher
Field Experience Program Consultation – The school district will provide protocols and coaching support to charter schools that seek to have their own Field Experience Program. Field Experience connects preservice teachers from colleges and universities with School to gain hands-on classroom experience and mentorship from a qualified cooperating teacher that has Clinical Educator Training certification. This program supports future educators and provides a pipeline for hiring qualified educators.	$150 per hour
Alternative Certification Program - Individual guidance for teachers who need an alternative certification program to acquire their professional certification, understand the Statement of Eligibility (SOE), and learn Florida Teacher Certification Examinations (FTCE) requirements. This is a two-year program that entails mentoring for two (2) years and assessing Florida Educator Accomplished Practices (FEAP) tasks for submission to the Florida Department of Education (FLDOE).	$4,600 per teacher
Acceleration Pathways Support - Guidance for charter schools to develop and coordinate their own acceleration pathway(s).	$150 per hour
MTSS Support - Guidance for charter schools to coordinate and structure their own Multi-Tiered System of Supports.	$150 per hour

1. **Instructional Coaching/Implementation Support Cycle** - A cycle of coaching support to an individual teacher. Coaching support focuses on instructional strategies or content.
   How many of your teachers will need instructional coaching/implementation cycles? In the text box below, enter the number of teachers and the total amount allotted for this service. (For example, enter in the text box: 2 Teachers, $6,400.)
2. **New Teacher Induction Coach** - One (1) year of support for one (1) teacher to receive an Induction Coach who will provide individualized support to first-year classroom teachers of core subjects who are new to the profession (no previous teaching experience). New teachers will receive support with instruction, lesson planning, and classroom management.
   How many of your teachers will need a New Teacher Induction Coach for the school year? In the text box below, enter the number of teachers and the total amount allotted for this service. (For example, enter in the text box: 2 Teachers, $24,00.)
3. **Field Experience Program Consultation** - SBBC will provide protocols and coaching support to schools that seek to have their own Field Experience Program. Field Experience connects preservice teachers from colleges and universities with the school to gain hands-on classroom experience and mentorship from a qualified cooperating teacher that has Clinical Educator Training certification. This program supports future educators and provides a pipeline for hiring qualified educators.
   How many hours of Field Experience Program Consultation will you need? In the text box below, enter the number of hours and the total amount allotted for this service. (For example, enter in the text box: 3 hours, $450.)
4. **Alternative Certification Program** - Individual guidance for teachers who need an alternative certification program to acquire their professional certification, understand the Statement of Eligibility (SOE), and learn Florida Teacher Certification Examinations (FTCE) requirements. This is a two-year program that entails mentoring for two (2) years and assessing Florida Educator Accomplished Practices (FEAP) tasks for submission to the Florida Department of Education (FLDOE).
   How many of your teachers will need to participate in the Alternative Certification Program? In the text box below, enter the number of teachers and the total amount allotted for this service. (For example, enter in the text box: 2 Teachers, $9,200.)
5. **Acceleration Pathways Support** - Guidance for schools to develop and coordinate their own acceleration

pathway(s).

How many hours of Acceleration Pathways Support will you need? In the text box below, enter the number of hours and the total amount allotted for this service. (For example, enter in the text box: 3 hours, $450)

6. **MTSS Support** - Guidance for schools to coordinate and structure their own Multi-Tiered System of Supports.

   How many hours of MTSS Support will you need? In the text box below, enter the number of hours and the total amount allotted for this service. (For example, enter in the text box: 3 hours, $450)
7. In the text box below, enter the total amount allotted for all consultations. (For example, enter in the text box: $40,950 Total for Coaching and Consultations)

Training/Professional Learning Services

SBBC's Office of Academics offers a comprehensive portfolio of training/professional learning opportunities aligned to certification renewal requirements. Training/professional learning is developed by SBBC on topics pertaining to the needs of the School in alignment with the services provided by Departments within the Office of Academics. Each experience is led by subject matter experts and intentionally structured to ensure immediate application, enabling educators to translate learning into impactful practice.

Please select the service your School intends to utilize for your teachers and the amount of services you will need for each one.

Training/Professional Learning Service	Service Fee
Clinical Educator Training - Eligible educators acquire skills to host student teachers and mentor teachers. Participants earn forty (40) in-service points after completing the course and survey.	$6,000 per teacher
Data Dives - Training to guide up to five (5) teachers through Florida Reporting System (FRS) reports and resources to make instructional decisions.	$600 per group
Professional Learning - Training for educators. If applicable, in-service points are earned upon completion of course requirements.	$1,000 up to 3 hours $2,000 4-6 hours
Pedagogical Practices • Teacher Instructional Practices for Classroom Culture Course – three (3) hours in learning, four (4) in-service points). • Teacher Instructional Practices for Lesson Planning & Preparation Course, including checking for understanding and engagement with rigor (three (3) hours in learning, four (4) in-service points).	
Elementary Learning • Science of Reading Course embedded with Benchmark curriculum (six (6) hours in learning, eight (8) in-service points). • Critical Content Math self-paced, online Canvas Courses are offered by grade level (three (3) hours in learning). • Critical Content Math implementation courses are offered by grade bands Kindergarten-second and third-fifth, in-person, and requires the pre-requisite self-paced online Canvas Course (six (6) hours in learning).	
Secondary Learning • Intervention & Support Strategies to learn how to differentiate lessons to meet students' needs in math, literacy, and labs. • ELA and Literacy courses • Algebra and Geometry EOC courses • Civics and U. S. History EOC courses • Science courses	
Leadership Development • Leadership courses that meet state requirements for recertification in Educational Leadership. Florida State certified charter school employees currently holding Florida State Educational Leadership Certification may participate in scheduled professional learning experiences. (in-service points vary by course).	
Leadership Development First Year Assistant Principal Program (FYAP) is a one-year induction program offering comprehensive instructional and operational support, focused on helping newly appointed Assistant Principals (after appointment to position) (thirty-seven (37) in-service points).	$9,000 per AP
Leadership Development First Year Principal Program (FYP) is a one-year support and mentoring program for newly appointed Principals (after appointment to position), centered on developing effective leadership (twenty-four (24) in-service points).	$7,500 per Principal

1. **Clinical Educator Training** - Eligible educators acquire skills to host student teachers and mentor teachers. Participants earn forty (40) in-service points after completing the course and survey.
   How many of your teachers do you need to become Clinical Educator Trained? In the text box below, enter the number of teachers and the total amount allotted for this service. (For example, enter in the text box: 2 Teachers, $12,000.)
2. **Data Dives** - Training to guide up to five (5) teachers through Florida Reporting System (FRS) reports and resources to make instructional decisions.
   How many Data Dives will your teachers need? In the text box below, enter the number of teachers and the total amount allotted for this service. (For example, enter in the text box: 2 groups, $1,200.)
3. **Professional Learning** - Training for educators. If applicable, in-service points are earned upon completion of course requirements.
   How many sessions of professional learning will your teachers need? In the text box below, List the title of the professional learning, number of sessions, total amount of hours, and the total amount allotted for these services. (For example, enter in the text box: Teacher Instructional Practices - 2 sessions, 6 hours; Science of Reading 1 - 1 session, 6 hours; Science of Reading 2 - 2 sessions, 12 hours; $8,000 total.)
4. **Leadership Development First Year Assistant Principal Program** (FYAP) is a one-year induction program offering comprehensive instructional and operational support, focused on helping newly appointed Assistant Principals (after appointment to position) (37 in-service points).
   How many APs will participate in the First Year Assistant Principal Program (FYAP)? In the text box below, enter the number of APs and the total amount allotted for this service. (For example, enter in the text box: 2 APs, $18,000.)
5. **Leadership Development First Year Principal Program** (FYP) is a one-year support and mentoring program for newly appointed Principals (after appointment to position), centered on developing effective leadership (24 in-service points).
   In the text box below, enter the number 1 and the total amount allotted for this service. (For example, enter in the text box: 1 principal, $7,500.)
6. In the text box below, enter the total amount allotted for all training/professional learning. (For example, enter in the text box: $46,700 Total for Training/Professional Learning.)

AGREEMENT FOR SERVICES (TITLE II, PART A)

THIS AGREEMENT ("Agreement") is made and entered into by and between:

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
(hereinafter referred to as "SBBC"),
a body corporate and political subdivision of the State of Florida,
whose principal place of business is
600 Southeast Third Avenue, Fort Lauderdale, Florida 33301

and

RISE Education Schools, Inc.
(hereinafter referred to as "School"),
a Florida not-for-profit organization
whose principal place of business is
6742 Forest Hill Blvd
West Palm Beach, Fl 33413

WHEREAS, the School is a not-for-profit organization operating a public charter school in Broward County, Florida under a Charter School Agreement sponsored by SBBC; and

WHEREAS, the School desires to procure consultations and training/professional learning services from SBBC; and

WHEREAS, SBBC has the authority pursuant Title II, Part A and Section 1002.33(20), Florida Statutes, to make services available to the School separate from the Charter School Agreement existing between the parties.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

ARTICLE 1 - RECITALS

1.1 **Recitals**. The parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.

ARTICLE 2 – SPECIAL CONDITIONS

2.1 **Term of Agreement**. The term of this Agreement commences upon the date of the last signature below ("Effective Date") and concludes on June 30, 2027, unless terminated earlier pursuant to Section 3.5 - Termination of this Agreement.

2.2 **Definitions**. The following terms and definitions will apply to this Agreement:

2.2.1 "Title II, Part A Allocation" refers to funding source and is the process by which SBBC allocates charter school consultations and training/professional learning services under Title II, Part A as specified on the Request Form. The total on an authorized Request Form is deducted from the School's Title II, Part A allocation after the authorization of a Request Form.

2.2.2 "Request Form" refers to the form prepared by the Office of Academics Leadership Development & Teacher Support Department (see **Exhibit C** attached hereto and incorporated herein by reference) and executed by the School's Principal, which includes an itemized list of services requested, fees and agreed upon Title II, Part A funds that will be documented from the School's Title II, Part A allocation.

2.2.3 "Service Providers" refers to individuals employed by SBBC that provide consultations and training/professional learning services directly to the School.

2.2.4 “School Officials” refers to service providers that have a “legitimate educational interest” in accessing personally identifiable information contained in education records.

2.3 **Contract Deliverables**.

2.3.1 **Duties and Obligations of Each Party**.

2.3.1.1 **The School will**:

2.3.1.1.1 Authorize a Request Form for consultations and training/professional learning services and, following guidelines communicated by SBBC, submit the Request Form to SBBC; and

2.3.1.1.2 Communicate with SBBC in a timely manner, at least three (3) weeks before a preferred date for services to be rendered, to coordinate delivery of charter consultations and training/professional learning services.

2.3.1.2 **The SBBC will**:

2.3.1.2.1 Analyze resources available to deliver requested consultations and training/professional learning services;

2.3.1.2.2 Coordinate, schedule and deliver available consultations and training/professional learning services; and

2.3.1.2.3 Coordinate utilizing Title II, Part A allocation for services commencing upon approval of this Document and continuing throughout the term of this Agreement.

2.3.2 **Description of Charter Services.**

2.3.2.1 **Charter Services Timeline**. Charter consultations and training/professional learning services will be provided during the school year beginning Monday, August 3, 2026, and continuing through Tuesday, June 1, 2027. SBBC shall not be obligated to provide any service to School prior to the effective date of this Agreement.

2.3.2.2 **Charter Services Tiers**. To maximize impact, services are organized into flexible tiers that provide both clarity and customization based on each charter school’s priorities and capacity. This tiered model ensures charter schools can strategically align resources, scale services, and achieve sustained, high-impact improvement.

- Tier 1 offers consultations to strategically align resources.
- Tier 2 includes training/professional learning with follow-up support to address targeted needs.
- Tier 3 entails a comprehensive partnership with consultations and training/professional learning with implementation support and monitoring.

2.3.2.3 **Consultations**. Consultations may be purchased for a price of One Hundred Fifty Dollars ($150.00) per hour. Orders for consultations are binding once accepted by SBBC. Consultation services are non-refundable. Consultations developed by SBBC are available on topics pertaining to the needs of School in alignment with the services provided by Departments within the Office of Academics.

All of the Office of Academics consultation and coaching services are designed to equip educators with the tools and strategies necessary to drive measurable improvements in teaching and learning. Delivered by highly skilled school district professionals, these supports provide targeted, data-informed guidance grounded in research-based best practices to effectively address diverse student needs.

2.3.2.4 **Consultation Services Catalog.**

Consultation Service	Service Fee
Instructional Coaching/Implementation Support Cycle - A cycle of coaching support to an individual teacher. Coaching support focuses on instructional strategies or content.	$3,200 per cycle for one (1) teacher
New Teacher Induction Coach - One (1)year of support for one (1) teacher to receive an Induction Coach who will provide individualized support to first-year classroom teachers of core subjects who are new to the profession (no	$12,000 per year for one (1) teacher

previous teaching experience). New teachers will receive support with instruction, lesson planning, and classroom management.	
Field Experience Program Consultation – The school district will provide protocols and coaching support to charter schools that seek to have their own Field Experience Program. Field Experience connects preservice teachers from colleges and universities with School to gain hands-on classroom experience and mentorship from a qualified cooperating teacher that has Clinical Educator Training certification. This program supports future educators and provides a pipeline for hiring qualified educators.	$150 per hour
Alternative Certification Program - Individual guidance for teachers who need an alternative certification program to acquire their professional certification, understand the Statement of Eligibility (SOE), and learn Florida Teacher Certification Examinations (FTCE) requirements. This is a two-year program that entails mentoring for two (2) years and assessing Florida Educator Accomplished Practices (FEAP) tasks for submission to the Florida Department of Education (FLDOE).	$4,600 per teacher
Acceleration Pathways Support - Guidance for charter schools to develop and coordinate their own acceleration pathway(s).	$150 per hour
MTSS Support - Guidance for charter schools to coordinate and structure their own Multi-Tiered System of Supports.	$150 per hour

2.3.2.5 **Training/Professional Learning**. District staff may be available to deliver training/professional Learning to School on topics pertaining to School's needs in alignment with the services provided by a Department within SBBC's Office of Academics. Training/Professional Learning for up to thirty (30) participants may be purchased at a price of Three Hundred Dollars ($300.00) per in-learning hour and a One Hundred Dollars ($100) fee for managing participant registration and follow-up tasks in the professional learning management system. Orders for training/professional learning are binding once accepted by SBBC. Training/professional learning services are non-refundable. Training/professional learning is developed by SBBC on topics pertaining to the School's needs in alignment with the services provided by Departments within SBBC's Office of Academics.

SBBC's Office of Academics offers a comprehensive portfolio of training/professional learning opportunities aligned to certification renewal requirements. Each experience is led by subject matter experts and intentionally structured to ensure immediate application, enabling educators to translate learning into impactful practice.

2.3.2.6 **Training/Professional Learning Services Catalog.**

Training/Professional Learning Service	Service Fee
Clinical Educator Training - Eligible educators acquire skills to host student teachers and mentor teachers. Participants earn forty (40) in-service points after completing the course and survey.	$6,000 per teacher
Data Dives - Training to guide up to five (5) teachers through Florida Reporting System (FRS) reports and resources to make instructional decisions.	$600 per group
Professional Learning - Training for educators. If applicable, in-service points are earned upon completion of course requirements.	$1,000 up to 3 hours $2,000 4-6 hours
Pedagogical Practices • Teacher Instructional Practices for Classroom Culture Course – three (3) hours in learning, four (4) in-service points). • Teacher Instructional Practices for Lesson Planning & Preparation Course, including checking for understanding and engagement with rigor (three (3) hours in learning, four (4) in-service points).	

Elementary Learning • Science of Reading Course embedded with Benchmark curriculum (six (6) hours in learning, eight (8) in-service points). • Critical Content Math self-paced, online Canvas Courses are offered by grade level (three (3) hours in learning). • Critical Content Math implementation courses are offered by grade bands Kindergarten-second and third-fifth, in-person, and requires the pre-requisite self-paced online Canvas Course (six (6) hours in learning).	
Secondary Learning • Intervention & Support Strategies to learn how to differentiate lessons to meet students' needs in math, literacy, and labs. • ELA and Literacy courses • Algebra and Geometry EOC courses • Civics and U. S. History EOC courses • Science courses	
Leadership Development • Leadership courses that meet state requirements for recertification in Educational Leadership. Florida State certified charter school employees currently holding Florida State Educational Leadership Certification may participate in scheduled professional learning experiences. (in-service points vary by course).	
Leadership Development First Year Assistant Principal Program (FYAP) is a one-year induction program offering comprehensive instructional and operational support, focused on helping newly appointed Assistant Principals (after appointment to position) (thirty-seven (37) in-service points).	$9,000 per AP
Leadership Development First Year Principal Program (FYP) is a one-year support and mentoring program for newly appointed Principals (after appointment to position), centered on developing effective leadership. (twenty-four (24) in-service points).	$7,500 per Principal

2.3.3 **Payments.** Payments for mutually agreed upon charter consultations and training/professional learning services are made through a deduction from the School's Title II, Part A allocation funds upon approval of this Agreement and as authorized by the Request Form. The amount of charter consultations and training/professional learning services on the Request Form is the total amount needed for the year.

2.3.4 **Expected Outcomes, Accountability Measures, and Data Reporting.** The Charter Academics Partnership offers charter schools high-impact, research-based, needs-aligned, job-embedded consultations and trainings/professional learning services that will result in increased student engagement, improved instructional practices, and stronger alignment to school priorities. Expected outcomes and accountability measures are:

- Improved student performance and engagement as measured by formative and summative assessments.
- Increased teacher implementation of effective instructional practices as a result of professional learning and coaching measured by participation tracking, coaching and feedback cycles, and usage reports.
- Use of pre- and post-data to measure impact of professional learning and instructional shifts on student outcomes.
- Reports that depict the number of consultations and trainings/professional learning sessions, number of participants, instructional shifts, and survey responses (if applicable).

2.4 **Non-Refundable Administrative Fee**. SBBC is authorized to deduct a Seven Hundred Fifty-Dollar ($750.00) non-refundable administrative fee from the School's Title II, Part A allocation upon the execution of this Agreement by all parties. For Agreements submitted to the Office of Academics Professional Learning and Development Department after the deadline, SBBC is authorized to deduct the Non-Refundable Administrative Fee and a Two Hundred Fifty-Dollar ($250.00) Non-Refundable Late Fee.

The administrative fee supports the comprehensive coordination and management required to implement the Charter Academics Partnership with fidelity and efficiency. This includes the execution and administration of documents, ongoing collaboration with schools to plan and align support, coordination and scheduling of services, and the maintenance of accurate records of all services provided. Additionally, the fee ensures the capacity to monitor impact through data collection, reporting, and analysis.

2.5 **No Disclosure of SBBC Education Records**. With this Agreement, SBBC is sending SBBC employees, as listed in the Description of Charter Services section, into the charter school to provide consultations and training/professional learning services for School.

SBBC shall not disclose any SBBC education records to the School pursuant to this Agreement. However, should School come into contact with SBBC education records during the course of contracted responsibilities, these records are confidential and protected by the Family Educational Rights and Privacy Act (FERPA) and Florida state laws and may not be used or re-disclosed. School's use or redisclosure of such records may violate applicable federal and state laws.

However, SBBC employees may access School's education records when providing services under this Agreement.

2.6 **Each Party Safeguarding the Confidentiality of Education Records**.

2.6.1 **Privacy**. Notwithstanding any provision to the contrary within this Agreement, each party shall:

2.6.1.1 Fully comply with the requirements of Sections 1002.22, 1002.221, and 1002.222, Florida Statutes; the Family Educational Rights and Privacy Act, 20 U.S.C § 1232g (FERPA) and its implementing regulations (34 C.F.R. Part 99), and any other state or federal law or regulation regarding the confidentiality of student information and records; and

2.6.1.2 Hold any education records in strict confidence and not use or re-disclose same except as required by this Agreement or as required or permitted by law unless the parent of each student or a student age 18 or older whose education records are to be shared provides prior written consent for their release; and

2.6.1.3 Utilize the education records solely for the purposes of providing products and services as contemplated under this Agreement; and shall not share, publish, sell, distribute, target advertise, or display education records to any third party, in compliance with Section 1006.1494, Florida Statutes; and shall otherwise be in full compliance with Section 1006.1494, Florida Statutes; and

2.6.1.4 Notify the other party 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. School is to be notified through such designees and at such telephone numbers and email addresses as are communicated by notice given pursuant to Section 2.7 of this Agreement; and take all necessary notification steps as may be required by federal and Florida law.

2.6.2 **Liability**. Each party shall, for itself, its officers, employees, agents, representatives, contractors or subcontractors, fully indemnify and hold harmless the party and its officers and employees for any violation of this section, including, without limitation, defending the other party and its officers and employees against any complaint, administrative or judicial proceeding, payment of any penalty imposed upon the party, 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.

2.6.3 The obligations under this section shall survive the termination of all performance required or conclusion of all obligations existing under this Document.

2.7 **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: The School Board of Broward County, Florida
Office of Academics Professional Learning and Development Department
3531 Davie Road
Davie, Florida 33314

To School: RISE Academy School of Science & Technology
6742 Forest Hill Blvd. Suite 203
, West Palm Beach, FL 33413

2.8 **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 ("School") and SBBC, the nongovernmental entity must provide SBBC entity with an affidavit signed by an officer or a representative of the nongovernmental entity under penalty of perjury attesting that the nongovernmental entity does not use coercion for labor or services as defined in Section 787.05(13), Florida Statutes. The nongovernmental entity shall attach hereto as **Exhibit A** an affidavit signed by an officer or representative of the nongovernmental entity under penalty of perjury stating that the nongovernmental entity does not use coercion for labor or services as defined in that statute. The submission of a false affidavit may subject the nongovernmental entity to civil penalties, attorney's fees, and/or costs. Any agreement with SBBC shall be terminated by SBBC without recourse if the nongovernmental entity is found to have submitted a false affidavit. Any delays in delivery or service under this Agreement arising out of, as a result of, or in connection with the nongovernmental entity's use of coercion for labor or services as defined by Section 787.06(13), Florida Statutes, is not a Force Majeure event under this Agreement.

2.9 **Foreign Country of Concern Attestation Form.** Nongovernmental entities ("School") receiving an award under this Agreement will receive access to personal identifying information for purposes of Sections 287.138 and 501.17(g)1, Florida Statutes. Rule 60A-1.020, Florida Administrative Code, adopted Form PUR 1355, "Foreign Country of Concern Attestation Form" (the "Form") to be completed by all the nongovernmental entities that would access personal identifying information. The Form is attached hereto as **Exhibit B** and must be executed by the nongovernmental entity and be submitted with the nongovernmental entity's executed agreement or an amendment renewing or extending an agreement. A proposed agreement or amendment submitted by the nongovernmental entity without a fully executed "Foreign Country of Concern Attestation Form" will be rejected pursuant to Section 287.138(4)(a), Florida Statutes, and will not be considered for award.

2.10 **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.

2.11 **Nondiscrimination**.

2.11.1 As a condition of entering into this Agreement, School represents and warrants that it will comply with the SBBC's Commercial Nondiscrimination Policy, as described under, Section D.1 of SBBC's Policy No. 3330 – Supplier Diversity Outreach Program, as such policy shall be amended from time-to-time.

2.11.2 As part of such compliance, School 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 School retaliate against any person for reporting instances of such discrimination. School 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. School understands and agrees that a material violation of this clause is considered a material breach of this Agreement and may result in termination of this Agreement, disqualification of the company from participating in SBBC Agreements, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party.

2.12 **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.

2.13 **Annual Appropriation**. SBBC's performance and obligations under this Agreement is contingent upon funding from Title II, Part A, to SBBC's governing body. If Title II, Part A does not allocate funds for the payment of services or products to be provided by SBBC under this Agreement, this Agreement may be terminated by SBBC at the end of the period for which Title II, Part A 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.

2.14 **Incorporation by Reference**. **Exhibits A, B, and C** attached hereto and referenced herein are incorporated into this Agreement by reference.

2.15 **Indemnification**.

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 SCHOOL: SCHOOL 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 to SCHOOL , its agents, servants or employees; the equipment of SCHOOL, its agents, servants or employees while such equipment is on premises owned or controlled by SBBC; or the negligence of SCHOOL or the negligence of SCHOOL'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 SCHOOL, SBBC or otherwise.

2.16 **Insurance Requirements**. SCHOOL shall comply with the following insurance requirements throughout the term of this Agreement:

(a) General Liability. SCHOOL 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) Workers' Compensation. SCHOOL 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).

(c) Auto Liability. SCHOOL 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.

(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 SCHOOL to SBBC's Risk Management Department by Certificate of Insurance within fifteen (15) days of the date of this Agreement. All certificates (and any required documents) must be received and approved by SBBC's Risk Management Department before any work commences to permit SCHOOL to remedy any deficiencies. Post-award you will receive an email including a link to upload (drag and drop) your certificate of insurance.

(f) Required Conditions. Liability policies must include the following terms on the Certificate of Insurance:

1) The School Board of Broward County, Florida, its members, officers, employees and agents are added as additional insured.
2) All liability policies are primary of all other valid and collectible coverage maintained by The School Board of Broward County, Florida.
3) Certificate Holder: The School Board of Broward County, Florida, 600 SE 3rd Ave.-11th Floor, Fort Lauderdale, FL 33301.

(i) Cancellation of Insurance. SCHOOL is prohibited from receiving 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.

(j) 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.

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.

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.

FOR SBBC

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

ATTEST:

By: _____
Sarah Leonardi, Chair

_____
Superintendent of Schools

Date: _____

Approved as to Form and Legal Content:

_____
Office of the General Counsel

[THIS SPACE IS INTENTIONALLY LEFT BLANK; SIGNATURE PAGE FOLLOWS]

FOR SCHOOL:

(Corporate Seal)

[*INSERT SCHOOL'S FULL LEGAL CORPORATE NAME*

ATTEST:
By: _____

_____
Corporate Secretary Signature

-or-

_____
Witness Signature
Print Name: Debbie Diedrick

_____
Witness Signature
Print Name: Adriana Guerra

Print Name: Carmella Morton
Title: Exec. Director
Date: 8/14/2026

The Following Notarization is Required for Every Agreement Without Regard to Whether the Party Chose to Use a Secretary's Attestation or Two (2) Witnesses.

STATE OF Florida
COUNTY OF Broward

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 14th / Aug / 2026 (*date*) by Carmella Morton (*name of officer or agent, title of officer or agent*) of RISE Education Schools (*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 8/14th day of Aug., 2026

My Commission Expires:
Annmarie S. Brown
Signature – Notary Public
(SEAL)
ANNMARIE S. BROWN
Printed Name of Notary

HH 683325
Notary's Commission No.

ANNMARIE BROWN
Notary Public - State of Florida
Commission # HH 683325
My Comm. Expires Jun 3, 2029
Bonded through National Notary Assn.

Exhibit A
Affidavit Attesting to Noncoercive Conduct for Labor or Services

As a nongovernmental entity executing, renewing, or extending a contract with The School Board of Broward County, Florida ("SBBC"), the nongovernmental entity ("Entity") is required to provide an affidavit under penalty of perjury attesting that Entity does not use coercion for labor or services in accordance with Section 787.06, Florida Statutes. As defined in Section 787.06(2)(a), Florida Statutes, coercion means: 1. Using or threatening to use physical force against any person; 2. Restraining, isolating, or confining or threatening to restrain, isolate, or confine any person without lawful authority and against her or his will; 3. Using lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or service are not respectively limited and defined; 4. Destroying, concealing, removing, confiscating, withholding, or possessing any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person; 5. Causing or threatening to cause financial harm to any person; 6. Enticing or luring any person by fraud or deceit; or 7. Providing a controlled substance as outlined in Schedule I or Schedule II of Section 893.03, Florida Statutes, to any person for the purpose of exploitation of that person.

Under penalties of perjury and as a person authorized to sign on behalf of the Entity, I declare that I have read the foregoing statement; that the facts stated in it are true; and that the Entity does not use coercion for labor or services in accordance with Section 787.06, Florida Statutes.

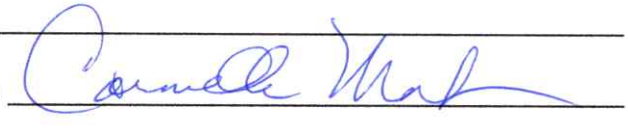
Name of Entity: RISE Academy School of Science & Technology

Entity's Address: 6742 Forest Hill Blvd. Suite 203 West Palm Beach, FL 33413

Entity's Email Address: cmorton@riseacademyschools.com

Entity's Phone Number: 954-968-7977

Entity's FEIN: 20-4731861

Signature of Entity's Officer or Representative: 

Printed Name of Entity's Officer or Representative: Dr. Carmella Morton

Title of Entity's Officer or Representative: Executive Director

Date: August 18, 2026

EXHIBIT B
FOREIGN COUNTRY OF CONCERN ATTESTATION
(REVISED FORM PUR 1355)

This form must be completed by an officer or representative of a nongovernmental entity ("Entity") submitting a bid, proposal, or reply to, or entering into, renewing, or extending, a contract with a The School Board of Broward County, Florida ("SBBC") which would grant the entity access to an individual's Personal Identifying Information. Capitalized terms used herein have the definitions ascribed in Rule 60A-1.020, F.A.C. The Entity is not owned by the government of a Foreign Country of Concern, is not organized under the laws of nor has its Principal Place of Business in a Foreign Country of Concern, and the government of a Foreign Country of Concern does not have a Controlling Interest in the Entity.

Under penalties of perjury and as a person authorized to sign on behalf of the Entity, I declare that I have read the foregoing statement; and that the facts stated in it are true.

Name of Entity: RISE Academy School of Science & Technology

Entity's Address: 6742 Forest Hill Blvd #2023 West Palm Beach, FL 33413

Entity's Email Address: cmorton@riseacademyschools.com

Entity's Phone Number: 954-968-7977

Entity's FEIN: 20-4731861

Signature of Entity's Officer or Representative: Dr. Carmella Morton

Printed Name of Entity's Officer or Representative: Dr. Carmella Morton

Title of Entity's Officer or Representative: Executive Director

Date: August 18, 2026

EXHIBIT C
REQUEST FORM

The following Charter Academics Partnership Request Form will be available and submitted via Microsoft Forms application that is already available to each charter school through its @BrowardSchools.com Microsoft Suite account.

2026-2027 Charter Academics Partnership Services Request Form

The Charter Academics Partnership is a strategic contractual relationship between a charter school (School) and The School Board of Broward County, Florida (SBBC) that provides a high-impact, opt-in opportunity to strengthen teaching, learning, and leadership through targeted consultations and professional learning.

Designed to align with each school's unique needs, this contractual relationship enables educational leaders to prioritize supports based on student data, instructional goals, and continuous improvement priorities resulting in stronger instructional practices, increased student engagement, and measurable gains in achievement.

By contracting with SBBC, a charter school gains access to proven instructional expertise, well-established systems, and coordinated, job-embedded supports from SBBC's Office of Academics. Initial implementation by SBBC may begin with a subset of charter schools, allowing for a focused rollout that ensures quality, responsiveness, and alignment to school needs. The Charter Academic Partnership is intentionally designed for scalability, with the opportunity to expand participation based on demonstrated outcomes, ensuring that SBBC can effectively meet the needs of all participating schools with fidelity and impact. This collaboration delivers customized, high-quality consultations and trainings/professional learning that enhances teacher effectiveness, builds leadership capacity, and ensures that participating schools receive the strategic support needed to sustain long-term success and academic excellence.

Complete this request form to indicate the Charter Academics Partnership consultations and training/professional learning services that your school requests to obtain.

IMPORTANT: Your school must be logged in to use the charter school's browardschools.com email account to access Microsoft Forms and to complete the request form. Please complete a separate request form for each MSID.

1. Charter School 4-Digit MSID:
2. Charter School Name (official name, no acronyms):
3. Charter School Street Address:
4. Charter School Grade Levels School Grade Levels:
5. Full name of person submitting this services request form for the Charter School:
6. Position/title of person submitting this services request form:
7. Work email of person submitting this form for the Charter School:

<u>Consultation Services</u>

All consultation services of SBBC's Office of Academics are designed to equip educators with the tools and strategies necessary to drive measurable improvements in teaching and learning. Consultations developed by SBBC are available on topics pertaining to the needs of the School in alignment with the services provided by departments within the Office of Academics. Consultation services are delivered by highly skilled school district professionals. These supports provide targeted, data-informed guidance grounded in research-based best practices to effectively address diverse student needs.

Please select the service(s) you intend to utilize for your teachers and the amount of services you will need for each selected service.

Consultation Service	Service Fee
Instructional Coaching/Implementation Support Cycle - A cycle of coaching support to an individual teacher. Coaching support focuses on instructional strategies or content.	$3,200 per cycle for one (1) teacher
New Teacher Induction Coach - One (1) year of support for one (1) teacher to receive an Induction Coach who will provide individualized support to first-year classroom teachers of core subjects who are new to the profession (no previous teaching experience). New teachers will receive support with instruction, lesson planning, and classroom management.	$12,000 per year for one (1) teacher
Field Experience Program Consultation – The school district will provide protocols and coaching support to charter schools that seek to have their own Field Experience Program. Field Experience connects preservice teachers from colleges and universities with School to gain hands-on classroom experience and mentorship from a qualified cooperating teacher that has Clinical Educator Training certification. This program supports future educators and provides a pipeline for hiring qualified educators.	$150 per hour
Alternative Certification Program - Individual guidance for teachers who need an alternative certification program to acquire their professional certification, understand the Statement of Eligibility (SOE), and learn Florida Teacher Certification Examinations (FTCE) requirements. This is a two-year program that entails mentoring for two (2) years and assessing Florida Educator Accomplished Practices (FEAP) tasks for submission to the Florida Department of Education (FLDOE).	$4,600 per teacher
Acceleration Pathways Support - Guidance for charter schools to develop and coordinate their own acceleration pathway(s).	$150 per hour
MTSS Support - Guidance for charter schools to coordinate and structure their own Multi-Tiered System of Supports.	$150 per hour

1. **Instructional Coaching/Implementation Support Cycle** - A cycle of coaching support to an individual teacher. Coaching support focuses on instructional strategies or content.
   How many of your teachers will need instructional coaching/implementation cycles? In the text box below, enter the number of teachers and the total amount allotted for this service. (For example, enter in the text box: 2 Teachers, $6,400.)
2. **New Teacher Induction Coach** - One (1) year of support for one (1) teacher to receive an Induction Coach who will provide individualized support to first-year classroom teachers of core subjects who are new to the profession (no previous teaching experience). New teachers will receive support with instruction, lesson planning, and classroom management.
   How many of your teachers will need a New Teacher Induction Coach for the school year? In the text box below, enter the number of teachers and the total amount allotted for this service. (For example, enter in the text box: 2 Teachers, $24,00.)
3. **Field Experience Program Consultation** - SBBC will provide protocols and coaching support to schools that seek to have their own Field Experience Program. Field Experience connects preservice teachers from colleges and universities with the school to gain hands-on classroom experience and mentorship from a qualified cooperating teacher that has Clinical Educator Training certification. This program supports future educators and provides a pipeline for hiring qualified educators.
   How many hours of Field Experience Program Consultation will you need? In the text box below, enter the number of hours and the total amount allotted for this service. (For example, enter in the text box: 3 hours, $450.)
4. **Alternative Certification Program** - Individual guidance for teachers who need an alternative certification program to acquire their professional certification, understand the Statement of Eligibility (SOE), and learn Florida Teacher Certification Examinations (FTCE) requirements. This is a two-year program that entails mentoring for two (2) years and assessing Florida Educator Accomplished Practices (FEAP) tasks for submission to the Florida Department of Education (FLDOE).
   How many of your teachers will need to participate in the Alternative Certification Program? In the text box below, enter the number of teachers and the total amount allotted for this service. (For example, enter in the text box: 2 Teachers, $9,200.)
5. **Acceleration Pathways Support** - Guidance for schools to develop and coordinate their own acceleration

pathway(s).
How many hours of Acceleration Pathways Support will you need? In the text box below, enter the number of hours and the total amount allotted for this service. (For example, enter in the text box: 3 hours, $450)

6. **MTSS Support** - Guidance for schools to coordinate and structure their own Multi-Tiered System of Supports.
   How many hours of MTSS Support will you need? In the text box below, enter the number of hours and the total amount allotted for this service. (For example, enter in the text box: 3 hours, $450)
7. In the text box below, enter the total amount allotted for all consultations. (For example, enter in the text box: $40,950 Total for Coaching and Consultations)

Training/Professional Learning Services

SBBC's Office of Academics offers a comprehensive portfolio of training/professional learning opportunities aligned to certification renewal requirements. Training/professional learning is developed by SBBC on topics pertaining to the needs of the School in alignment with the services provided by Departments within the Office of Academics. Each experience is led by subject matter experts and intentionally structured to ensure immediate application, enabling educators to translate learning into impactful practice.

Please select the service your School intends to utilize for your teachers and the amount of services you will need for each one.

Training/Professional Learning Service	Service Fee
Clinical Educator Training - Eligible educators acquire skills to host student teachers and mentor teachers. Participants earn forty (40) in-service points after completing the course and survey.	$6,000 per teacher
Data Dives - Training to guide up to five (5) teachers through Florida Reporting System (FRS) reports and resources to make instructional decisions.	$600 per group
Professional Learning - Training for educators. If applicable, in-service points are earned upon completion of course requirements.	$1,000 up to 3 hours $2,000 4-6 hours
Pedagogical Practices • Teacher Instructional Practices for Classroom Culture Course – three (3) hours in learning, four (4) in-service points). • Teacher Instructional Practices for Lesson Planning & Preparation Course, including checking for understanding and engagement with rigor (three (3) hours in learning, four (4) in-service points).	
Elementary Learning • Science of Reading Course embedded with Benchmark curriculum (six (6) hours in learning, eight (8) in-service points). • Critical Content Math self-paced, online Canvas Courses are offered by grade level (three (3) hours in learning). • Critical Content Math implementation courses are offered by grade bands Kindergarten-second and third-fifth, in-person, and requires the pre-requisite self-paced online Canvas Course (six (6) hours in learning).	
Secondary Learning • Intervention & Support Strategies to learn how to differentiate lessons to meet students' needs in math, literacy, and labs. • ELA and Literacy courses • Algebra and Geometry EOC courses • Civics and U. S. History EOC courses • Science courses	
Leadership Development • Leadership courses that meet state requirements for recertification in Educational Leadership. Florida State certified charter school employees currently holding Florida State Educational Leadership Certification may participate in scheduled professional learning experiences. (in-service points vary by course).	
Leadership Development First Year Assistant Principal Program (FYAP) is a one-year induction program offering comprehensive instructional and operational support, focused on helping newly appointed Assistant Principals (after appointment to position) (thirty-seven (37) in-service points).	$9,000 per AP
Leadership Development First Year Principal Program (FYP) is a one-year support and mentoring program for newly appointed Principals (after appointment to position), centered on developing effective leadership (twenty-four (24) in-service points).	$7,500 per Principal

1. **Clinical Educator Training** - Eligible educators acquire skills to host student teachers and mentor teachers. Participants earn forty (40) in-service points after completing the course and survey.
   How many of your teachers do you need to become Clinical Educator Trained? In the text box below, enter the number of teachers and the total amount allotted for this service. (For example, enter in the text box: 2 Teachers, $12,000.)
2. **Data Dives** - Training to guide up to five (5) teachers through Florida Reporting System (FRS) reports and resources to make instructional decisions.
   How many Data Dives will your teachers need? In the text box below, enter the number of teachers and the total amount allotted for this service. (For example, enter in the text box: 2 groups, $1,200.)
3. **Professional Learning** - Training for educators. If applicable, in-service points are earned upon completion of course requirements.
   How many sessions of professional learning will your teachers need? In the text box below, List the title of the professional learning, number of sessions, total amount of hours, and the total amount allotted for these services. (For example, enter in the text box: Teacher Instructional Practices - 2 sessions, 6 hours; Science of Reading 1 - 1 session, 6 hours; Science of Reading 2 - 2 sessions, 12 hours; $8,000 total.)
4. **Leadership Development First Year Assistant Principal Program** (FYAP) is a one-year induction program offering comprehensive instructional and operational support, focused on helping newly appointed Assistant Principals (after appointment to position) (37 in-service points).
   How many APs will participate in the First Year Assistant Principal Program (FYAP)? In the text box below, enter the number of APs and the total amount allotted for this service. (For example, enter in the text box: 2 APs, $18,000.)
5. **Leadership Development First Year Principal Program** (FYP) is a one-year support and mentoring program for newly appointed Principals (after appointment to position), centered on developing effective leadership (24 in-service points).
   In the text box below, enter the number 1 and the total amount allotted for this service. (For example, enter in the text box: 1 principal, $7,500.)
6. In the text box below, enter the total amount allotted for all training/professional learning. (For example, enter in the text box: $46,700 Total for Training/Professional Learning.)

AGREEMENT FOR SERVICES (TITLE II, PART A)

THIS AGREEMENT ("Agreement") is made and entered into by and between:

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
(hereinafter referred to as "SBBC"),
a body corporate and political subdivision of the State of Florida,
whose principal place of business is
600 Southeast Third Avenue, Fort Lauderdale, Florida 33301

and

New Life Charter Academy
(hereinafter referred to as "School"),
a Florida not-for-profit organization
whose principal place of business is

3550 Davie Blvd.
Ft. Lauderdale, FL 33312

WHEREAS, the School is a not-for-profit organization operating a public charter school in Broward County, Florida under a Charter School Agreement sponsored by SBBC; and

WHEREAS, the School desires to procure consultations and training/professional learning services from SBBC; and

WHEREAS, SBBC has the authority pursuant Title II, Part A and Section 1002.33(20), Florida Statutes, to make services available to the School separate from the Charter School Agreement existing between the parties.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

ARTICLE 1 - RECITALS

1.1 **Recitals.** The parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.

ARTICLE 2 – SPECIAL CONDITIONS

2.1 **Term of Agreement.** The term of this Agreement commences upon the date of the last signature below ("Effective Date") and concludes on June 30, 2027, unless terminated earlier pursuant to Section 3.5 Termination of this Agreement.

2.2 **Definitions.** The following terms and definitions will apply to this Agreement:

2.2.1 "Title II, Part A Allocation" refers to funding source and is the process by which SBBC allocates charter school consultations and training/professional learning services under Title II, Part A as specified on the Request Form. The total on an authorized Request Form is deducted from the School's Title II, Part A allocation after the authorization of a Request Form.

2.2.2 "Request Form" refers to the form prepared by the Office of Academics Leadership Development & Teacher Support Department (see **Exhibit C** attached hereto and incorporated herein by reference) and executed by the School's Principal, which includes an itemized list of services requested, fees and agreed upon Title II, Part A funds that will be documented from the School's Title II, Part A allocation.

2.2.3 "Service Providers" refers to individuals employed by SBBC that provide consultations and training/professional learning services directly to the School.

2.2.4 "School Officials" refers to service providers that have a "legitimate educational interest" in accessing personally identifiable information contained in education records.

2.3 **Contract Deliverables**.

2.3.1 **Duties and Obligations of Each Party**.

2.3.1.1 **The School will**:

2.3.1.1.1 Authorize a Request Form for consultations and training/professional learning services and, following guidelines communicated by SBBC, submit the Request Form to SBBC; and

2.3.1.1.2 Communicate with SBBC in a timely manner, at least three (3) weeks before a preferred date for services to be rendered, to coordinate delivery of charter consultations and training/professional learning services.

2.3.1.2 **The SBBC will**:

2.3.1.2.1 Analyze resources available to deliver requested consultations and training/professional learning services;

2.3.1.2.2 Coordinate, schedule and deliver available consultations and training/professional learning services; and

2.3.1.2.3 Coordinate utilizing Title II, Part A allocation for services commencing upon approval of this Document and continuing throughout the term of this Agreement.

2.3.2 **Description of Charter Services.**

2.3.2.1 **Charter Services Timeline**. Charter consultations and training/professional learning services will be provided during the school year beginning Monday, August 3, 2026, and continuing through Tuesday, June 1, 2027. SBBC shall not be obligated to provide any service to School prior to the effective date of this Agreement.

2.3.2.2 **Charter Services Tiers**. To maximize impact, services are organized into flexible tiers that provide both clarity and customization based on each charter school's priorities and capacity. This tiered model ensures charter schools can strategically align resources, scale services, and achieve sustained, high-impact improvement.

- Tier 1 offers consultations to strategically align resources.
- Tier 2 includes training/professional learning with follow-up support to address targeted needs.
- Tier 3 entails a comprehensive partnership with consultations and training/professional learning with implementation support and monitoring.

2.3.2.3 **Consultations**. Consultations may be purchased for a price of One Hundred Fifty Dollars ($150.00) per hour. Orders for consultations are binding once accepted by SBBC. Consultation services are non-refundable. Consultations developed by SBBC are available on topics pertaining to the needs of School in alignment with the services provided by Departments within the Office of Academics.

All of the Office of Academics consultation and coaching services are designed to equip educators with the tools and strategies necessary to drive measurable improvements in teaching and learning. Delivered by highly skilled school district professionals, these supports provide targeted, data-informed guidance grounded in research-based best practices to effectively address diverse student needs.

2.3.2.4 **Consultation Services Catalog.**

Consultation Service	Service Fee
Instructional Coaching/Implementation Support Cycle - A cycle of coaching support to an individual teacher. Coaching support focuses on instructional strategies or content.	$3,200 per cycle for one (1) teacher
New Teacher Induction Coach - One (1)year of support for one (1) teacher to receive an Induction Coach who will provide individualized support to first-year classroom teachers of core subjects who are new to the profession (no	$12,000 per year for one (1) teacher

previous teaching experience). New teachers will receive support with instruction, lesson planning, and classroom management.	
Field Experience Program Consultation – The school district will provide protocols and coaching support to charter schools that seek to have their own Field Experience Program. Field Experience connects preservice teachers from colleges and universities with School to gain hands-on classroom experience and mentorship from a qualified cooperating teacher that has Clinical Educator Training certification. This program supports future educators and provides a pipeline for hiring qualified educators.	$150 per hour
Alternative Certification Program - Individual guidance for teachers who need an alternative certification program to acquire their professional certification, understand the Statement of Eligibility (SOE), and learn Florida Teacher Certification Examinations (FTCE) requirements. This is a two-year program that entails mentoring for two (2) years and assessing Florida Educator Accomplished Practices (FEAP) tasks for submission to the Florida Department of Education (FLDOE).	$4,600 per teacher
Acceleration Pathways Support - Guidance for charter schools to develop and coordinate their own acceleration pathway(s).	$150 per hour
MTSS Support - Guidance for charter schools to coordinate and structure their own Multi-Tiered System of Supports.	$150 per hour

2.3.2.5 **Training/Professional Learning**. District staff may be available to deliver training/professional Learning to School on topics pertaining to School's needs in alignment with the services provided by a Department within SBBC's Office of Academics. Training/Professional Learning for up to thirty (30) participants may be purchased at a price of Three Hundred Dollars ($300.00) per in-learning hour and a One Hundred Dollars ($100) fee for managing participant registration and follow-up tasks in the professional learning management system. Orders for training/professional learning are binding once accepted by SBBC. Training/professional learning services are non-refundable. Training/professional learning is developed by SBBC on topics pertaining to the School's needs in alignment with the services provided by Departments within SBBC's Office of Academics.

SBBC's Office of Academics offers a comprehensive portfolio of training/professional learning opportunities aligned to certification renewal requirements. Each experience is led by subject matter experts and intentionally structured to ensure immediate application, enabling educators to translate learning into impactful practice.

2.3.2.6 **Training/Professional Learning Services Catalog.**

Training/Professional Learning Service	Service Fee
Clinical Educator Training - Eligible educators acquire skills to host student teachers and mentor teachers. Participants earn forty (40) in-service points after completing the course and survey.	$6,000 per teacher
Data Dives - Training to guide up to five (5) teachers through Florida Reporting System (FRS) reports and resources to make instructional decisions.	$600 per group
Professional Learning - Training for educators. If applicable, in-service points are earned upon completion of course requirements.	$1,000 up to 3 hours $2,000 4-6 hours
Pedagogical Practices • Teacher Instructional Practices for Classroom Culture Course – three (3) hours in learning, four (4) in-service points). • Teacher Instructional Practices for Lesson Planning & Preparation Course, including checking for understanding and engagement with rigor (three (3) hours in learning, four (4) in-service points).	

Elementary Learning • Science of Reading Course embedded with Benchmark curriculum (six (6) hours in learning, eight (8) in-service points). • Critical Content Math self-paced, online Canvas Courses are offered by grade level (three (3) hours in learning). • Critical Content Math implementation courses are offered by grade bands Kindergarten-second and third-fifth, in-person, and requires the pre-requisite self-paced online Canvas Course (six (6) hours in learning).	
Secondary Learning • Intervention & Support Strategies to learn how to differentiate lessons to meet students' needs in math, literacy, and labs. • ELA and Literacy courses • Algebra and Geometry EOC courses • Civics and U. S. History EOC courses • Science courses	
Leadership Development • Leadership courses that meet state requirements for recertification in Educational Leadership. Florida State certified charter school employees currently holding Florida State Educational Leadership Certification may participate in scheduled professional learning experiences. (in-service points vary by course).	
Leadership Development First Year Assistant Principal Program (FYAP) is a one-year induction program offering comprehensive instructional and operational support, focused on helping newly appointed Assistant Principals (after appointment to position) (thirty-seven (37) in-service points).	$9,000 per AP
Leadership Development First Year Principal Program (FYP) is a one-year support and mentoring program for newly appointed Principals (after appointment to position), centered on developing effective leadership. (twenty-four (24) in-service points).	$7,500 per Principal

2.3.3 **Payments.** Payments for mutually agreed upon charter consultations and training/professional learning services are made through a deduction from the School's Title II, Part A allocation funds upon approval of this Agreement and as authorized by the Request Form. The amount of charter consultations and training/professional learning services on the Request Form is the total amount needed for the year.

2.3.4 **Expected Outcomes, Accountability Measures, and Data Reporting.** The Charter Academics Partnership offers charter schools high-impact, research-based, needs-aligned, job-embedded consultations and trainings/professional learning services that will result in increased student engagement, improved instructional practices, and stronger alignment to school priorities. Expected outcomes and accountability measures are:

- Improved student performance and engagement as measured by formative and summative assessments.
- Increased teacher implementation of effective instructional practices as a result of professional learning and coaching measured by participation tracking, coaching and feedback cycles, and usage reports.
- Use of pre- and post-data to measure impact of professional learning and instructional shifts on student outcomes.
- Reports that depict the number of consultations and trainings/professional learning sessions, number of participants, instructional shifts, and survey responses (if applicable).

2.4 **Non-Refundable Administrative Fee**. SBBC is authorized to deduct a Seven Hundred Fifty-Dollar ($750.00) non-refundable administrative fee from the School's Title II, Part A allocation upon the execution of this Agreement by all parties. For Agreements submitted to the Office of Academics Professional Learning and Development Department after the deadline, SBBC is authorized to deduct the Non-Refundable Administrative Fee and a Two Hundred Fifty-Dollar ($250.00) Non-Refundable Late Fee.

The administrative fee supports the comprehensive coordination and management required to implement the Charter Academics Partnership with fidelity and efficiency. This includes the execution and administration of documents, ongoing collaboration with schools to plan and align support, coordination and scheduling of services, and the maintenance of accurate records of all services provided. Additionally, the fee ensures the capacity to monitor impact through data collection, reporting, and analysis.

2.5 **No Disclosure of SBBC Education Records**. With this Agreement, SBBC is sending SBBC employees, as listed in the Description of Charter Services section, into the charter school to provide consultations and training/professional learning services for School.

SBBC shall not disclose any SBBC education records to the School pursuant to this Agreement. However, should School come into contact with SBBC education records during the course of contracted responsibilities, these records are confidential and protected by the Family Educational Rights and Privacy Act (FERPA) and Florida state laws and may not be used or re-disclosed. School's use or redisclosure of such records may violate applicable federal and state laws.

However, SBBC employees may access School's education records when providing services under this Agreement.

2.6 **Each Party Safeguarding the Confidentiality of Education Records**.

2.6.1 **Privacy**. Notwithstanding any provision to the contrary within this Agreement, each party shall:

2.6.1.1 Fully comply with the requirements of Sections 1002.22, 1002.221, and 1002.222, Florida Statutes; the Family Educational Rights and Privacy Act, 20 U.S.C § 1232g (FERPA) and its implementing regulations (34 C.F.R. Part 99), and any other state or federal law or regulation regarding the confidentiality of student information and records; and

2.6.1.2 Hold any education records in strict confidence and not use or re-disclose same except as required by this Agreement or as required or permitted by law unless the parent of each student or a student age 18 or older whose education records are to be shared provides prior written consent for their release; and

2.6.1.3 Utilize the education records solely for the purposes of providing products and services as contemplated under this Agreement; and shall not share, publish, sell, distribute, target advertise, or display education records to any third party, in compliance with Section 1006.1494, Florida Statutes; and shall otherwise be in full compliance with Section 1006.1494, Florida Statutes; and

2.6.1.4 Notify the other party 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. School is to be notified through such designees and at such telephone numbers and email addresses as are communicated by notice given pursuant to Section 2.7 of this Agreement; and take all necessary notification steps as may be required by federal and Florida law.

2.6.2 **Liability**. Each party shall, for itself, its officers, employees, agents, representatives, contractors or subcontractors, fully indemnify and hold harmless the party and its officers and employees for any violation of this section, including, without limitation, defending the other party and its officers and employees against any complaint, administrative or judicial proceeding, payment of any penalty imposed upon the party, 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.

2.6.3 The obligations under this section shall survive the termination of all performance required or conclusion of all obligations existing under this Document.

2.7 **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: The School Board of Broward County, Florida
Office of Academics Professional Learning and Development Department
3531 Davie Road
Davie, Florida 33314

To School: New Life Charter Academy
3550 Davie Blvd.
Ft. Lauderdale, Fl 33312

2.8 **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 ("School") and SBBC, the nongovernmental entity must provide SBBC entity with an affidavit signed by an officer or a representative of the nongovernmental entity under penalty of perjury attesting that the nongovernmental entity does not use coercion for labor or services as defined in Section 787.05(13), Florida Statutes. The nongovernmental entity shall attach hereto as **Exhibit A** an affidavit signed by an officer or representative of the nongovernmental entity under penalty of perjury stating that the nongovernmental entity does not use coercion for labor or services as defined in that statute. The submission of a false affidavit may subject the nongovernmental entity to civil penalties, attorney's fees, and/or costs. Any agreement with SBBC shall be terminated by SBBC without recourse if the nongovernmental entity is found to have submitted a false affidavit. Any delays in delivery or service under this Agreement arising out of, as a result of, or in connection with the nongovernmental entity's use of coercion for labor or services as defined by Section 787.06(13), Florida Statutes, is not a Force Majeure event under this Agreement.

2.9 **Foreign Country of Concern Attestation Form.** Nongovernmental entities ("School") receiving an award under this Agreement will receive access to personal identifying information for purposes of Sections 287.138 and 501.17(g)1, Florida Statutes. Rule 60A-1.020, Florida Administrative Code, adopted Form PUR 1355, "Foreign Country of Concern Attestation Form" (the "Form") to be completed by all the nongovernmental entities that would access personal identifying information. The Form is attached hereto as **Exhibit B** and must be executed by the nongovernmental entity and be submitted with the nongovernmental entity's executed agreement or an amendment renewing or extending an agreement. A proposed agreement or amendment submitted by the nongovernmental entity without a fully executed "Foreign Country of Concern Attestation Form" will be rejected pursuant to Section 287.138(4)(a), Florida Statutes, and will not be considered for award.

2.10 **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.

2.11 **Nondiscrimination**.

2.11.1 As a condition of entering into this Agreement, School represents and warrants that it will comply with the SBBC's Commercial Nondiscrimination Policy, as described under, Section D.1 of SBBC's Policy No. 3330 – Supplier Diversity Outreach Program, as such policy shall be amended from time-to-time.

2.11.2 As part of such compliance, School 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 School retaliate against any person for reporting instances of such discrimination. School 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. School understands and agrees that a material violation of this clause is considered a material breach of this Agreement and may result in termination of this Agreement, disqualification of the company from participating in SBBC Agreements, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party.

2.12 **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.

2.13 **Annual Appropriation.** SBBC's performance and obligations under this Agreement is contingent upon funding from Title II, Part A, to SBBC's governing body. If Title II, Part A does not allocate funds for the payment of services or products to be provided by SBBC under this Agreement, this Agreement may be terminated by SBBC at the end of the period for which Title II, Part A 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.

2.14 **Incorporation by Reference.** **Exhibits A, B, and C** attached hereto and referenced herein are incorporated into this Agreement by reference.

2.15 **Indemnification.**

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 SCHOOL: SCHOOL 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 to SCHOOL , its agents, servants or employees; the equipment of SCHOOL, its agents, servants or employees while such equipment is on premises owned or controlled by SBBC; or the negligence of SCHOOL or the negligence of SCHOOL'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 SCHOOL, SBBC or otherwise.

2.16 **Insurance Requirements.** SCHOOL shall comply with the following insurance requirements throughout the term of this Agreement:

(a) General Liability. SCHOOL 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) Workers' Compensation. SCHOOL 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).

(c) Auto Liability. SCHOOL 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.

(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 SCHOOL to SBBC's Risk Management Department by Certificate of Insurance within fifteen (15) days of the date of this Agreement. All certificates (and any required documents) must be received and approved by SBBC's Risk Management Department before any work commences to permit SCHOOL to remedy any deficiencies. Post-award you will receive an email including a link to upload (drag and drop) your certificate of insurance.

(f) Required Conditions. Liability policies must include the following terms on the Certificate of Insurance:

1) The School Board of Broward County, Florida, its members, officers, employees and agents are added as additional insured.
2) All liability policies are primary of all other valid and collectible coverage maintained by The School Board of Broward County, Florida.
3) Certificate Holder: The School Board of Broward County, Florida, 600 SE 3rd Ave.-11th Floor, Fort Lauderdale, FL 33301.

(i) Cancellation of Insurance. SCHOOL is prohibited from receiving 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.

(j) 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.

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.

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.

FOR SBBC

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

ATTEST:

By: _____
Sarah Leonardi, Chair

_____
Superintendent of Schools

Date: _____

Approved as to Form and Legal Content:

_____
Office of the General Counsel

[THIS SPACE IS INTENTIONALLY LEFT BLANK; SIGNATURE PAGE FOLLOWS]

FOR SCHOOL:

(Corporate Seal)

[*INSERT SCHOOL'S FULL LEGAL CORPORATE NAME*

ATTEST:
By: _____

_____
Corporate Secretary Signature

-or-

Christopher Cruz
Witness Signature
Print Name: Christopher Cruz

Witness Signature
Print Name: Leann Hunter

Print Name: Shirley Brunache (New Life Charter Academies, Inc)
Title: Principal
Date: 8/13/26

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 August 13th 2026 (*date*) by Shirley C. Brunache (*name of officer or agent, title of officer or agent*) of New Life Charter Academy (*name of corporation acknowledging*), a Florida (*state or place of incorporation*) corporation, on behalf of the corporation. He/she is ☐ personally known to me or has produced FL Driver License (*type of identification*) as identification and who did first take an oath this 13 day of August, 2026
My Commission Expires: Oct 9 2026

_____
Signature – Notary Public
(SEAL)

Leann Hunter
Printed Name of Notary

HH319969
Notary's Commission No.

Leann Hunter COMMISSION NUMBER HH 319969 EXPIRES October 9, 2026 Notary Public, State of Florida

Exhibit A
Affidavit Attesting to Noncoercive Conduct for Labor or Services

As a nongovernmental entity executing, renewing, or extending a contract with The School Board of Broward County, Florida ("SBBC"), the nongovernmental entity ("Entity") is required to provide an affidavit under penalty of perjury attesting that Entity does not use coercion for labor or services in accordance with Section 787.06, Florida Statutes. As defined in Section 787.06(2)(a), Florida Statutes, coercion means: 1. Using or threatening to use physical force against any person; 2. Restraining, isolating, or confining or threatening to restrain, isolate, or confine any person without lawful authority and against her or his will; 3. Using lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or service are not respectively limited and defined; 4. Destroying, concealing, removing, confiscating, withholding, or possessing any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person; 5. Causing or threatening to cause financial harm to any person; 6. Enticing or luring any person by fraud or deceit; or 7. Providing a controlled substance as outlined in Schedule I or Schedule II of Section 893.03, Florida Statutes, to any person for the purpose of exploitation of that person.

Under penalties of perjury and as a person authorized to sign on behalf of the Entity, I declare that I have read the foregoing statement; that the facts stated in it are true; and that the Entity does not use coercion for labor or services in accordance with Section 787.06, Florida Statutes.

Name of Entity: New Life Charter Academies Inc

Entity's Address: 3550 Davie Blvd. Ft. Lauderdale, FL 33312

Entity's Email Address: info@newlifecharteracademy.org

Entity's Phone Number: 954-381-5199

Entity's FEIN: 46-2550818

Signature of Entity's Officer or Representative: Shirley Brumache

Printed Name of Entity's Officer or Representative: Shirley Brumache

Title of Entity's Officer or Representative: Principal

Date: 8/13/26

EXHIBIT B
FOREIGN COUNTRY OF CONCERN ATTESTATION
(REVISED FORM PUR 1355)

This form must be completed by an officer or representative of a nongovernmental entity ("Entity") submitting a bid, proposal, or reply to, or entering into, renewing, or extending, a contract with a The School Board of Broward County, Florida ("SBBC") which would grant the entity access to an individual's Personal Identifying Information. Capitalized terms used herein have the definitions ascribed in Rule 60A-1.020, F.A.C. The Entity is not owned by the government of a Foreign Country of Concern, is not organized under the laws of nor has its Principal Place of Business in a Foreign Country of Concern, and the government of a Foreign Country of Concern does not have a Controlling Interest in the Entity.

Under penalties of perjury and as a person authorized to sign on behalf of the Entity, I declare that I have read the foregoing statement; and that the facts stated in it are true.

Name of Entity: New Life Charter Academies Inc.

Entity's Address: 3550 Davie Blvd. Ft. Lauderdale, FL 33312

Entity's Email Address: info@newlifecharteracademy.org

Entity's Phone Number: 954-381-5199

Entity's FEIN: 46-2550818

Signature of Entity's Officer or Representative: Shirley Brenache

Printed Name of Entity's Officer or Representative: Shirley Brenache

Title of Entity's Officer or Representative: Principal

Date: 8/13/24

EXHIBIT C
REQUEST FORM

The following Charter Academics Partnership Request Form will be available and submitted via Microsoft Forms application that is already available to each charter school through its @BrowardSchools.com Microsoft Suite account.

2026-2027 Charter Academics Partnership Services Request Form

The Charter Academics Partnership is a strategic contractual relationship between a charter school (School) and The School Board of Broward County, Florida (SBBC) that provides a high-impact, opt-in opportunity to strengthen teaching, learning, and leadership through targeted consultations and professional learning.

Designed to align with each school's unique needs, this contractual relationship enables educational leaders to prioritize supports based on student data, instructional goals, and continuous improvement priorities resulting in stronger instructional practices, increased student engagement, and measurable gains in achievement.

By contracting with SBBC, a charter school gains access to proven instructional expertise, well-established systems, and coordinated, job-embedded supports from SBBC's Office of Academics. Initial implementation by SBBC may begin with a subset of charter schools, allowing for a focused rollout that ensures quality, responsiveness, and alignment to school needs. The Charter Academic Partnership is intentionally designed for scalability, with the opportunity to expand participation based on demonstrated outcomes, ensuring that SBBC can effectively meet the needs of all participating schools with fidelity and impact. This collaboration delivers customized, high-quality consultations and trainings/professional learning that enhances teacher effectiveness, builds leadership capacity, and ensures that participating schools receive the strategic support needed to sustain long-term success and academic excellence.

Complete this request form to indicate the Charter Academics Partnership consultations and training/professional learning services that your school requests to obtain.

IMPORTANT: Your school must be logged in to use the charter school's browardschools.com email account to access Microsoft Forms and to complete the request form. Please complete a separate request form for each MSID.

1. Charter School 4-Digit MSID:
2. Charter School Name (official name, no acronyms):
3. Charter School Street Address:
4. Charter School Grade Levels School Grade Levels:
5. Full name of person submitting this services request form for the Charter School:
6. Position/title of person submitting this services request form:
7. Work email of person submitting this form for the Charter School:

Consultation Services

All consultation services of SBBC's Office of Academics are designed to equip educators with the tools and strategies necessary to drive measurable improvements in teaching and learning. Consultations developed by SBBC are available on topics pertaining to the needs of the School in alignment with the services provided by departments within the Office of Academics. Consultation services are delivered by highly skilled school district professionals. These supports provide targeted, data-informed guidance grounded in research-based best practices to effectively address diverse student needs.

Please select the service(s) you intend to utilize for your teachers and the amount of services you will need for each selected service.

Consultation Service	Service Fee
Instructional Coaching/Implementation Support Cycle - A cycle of coaching support to an individual teacher. Coaching support focuses on instructional strategies or content.	$3,200 per cycle for one (1) teacher
New Teacher Induction Coach - One (1) year of support for one (1) teacher to receive an Induction Coach who will provide individualized support to first-year classroom teachers of core subjects who are new to the profession (no previous teaching experience). New teachers will receive support with instruction, lesson planning, and classroom management.	$12,000 per year for one (1) teacher
Field Experience Program Consultation – The school district will provide protocols and coaching support to charter schools that seek to have their own Field Experience Program. Field Experience connects preservice teachers from colleges and universities with School to gain hands-on classroom experience and mentorship from a qualified cooperating teacher that has Clinical Educator Training certification. This program supports future educators and provides a pipeline for hiring qualified educators.	$150 per hour
Alternative Certification Program - Individual guidance for teachers who need an alternative certification program to acquire their professional certification, understand the Statement of Eligibility (SOE), and learn Florida Teacher Certification Examinations (FTCE) requirements. This is a two-year program that entails mentoring for two (2) years and assessing Florida Educator Accomplished Practices (FEAP) tasks for submission to the Florida Department of Education (FLDOE).	$4,600 per teacher
Acceleration Pathways Support - Guidance for charter schools to develop and coordinate their own acceleration pathway(s).	$150 per hour
MTSS Support - Guidance for charter schools to coordinate and structure their own Multi-Tiered System of Supports.	$150 per hour

1. **Instructional Coaching/Implementation Support Cycle** - A cycle of coaching support to an individual teacher. Coaching support focuses on instructional strategies or content.
   How many of your teachers will need instructional coaching/implementation cycles? In the text box below, enter the number of teachers and the total amount allotted for this service. (For example, enter in the text box: 2 Teachers, $6,400.)
2. **New Teacher Induction Coach** - One (1) year of support for one (1) teacher to receive an Induction Coach who will provide individualized support to first-year classroom teachers of core subjects who are new to the profession (no previous teaching experience). New teachers will receive support with instruction, lesson planning, and classroom management.
   How many of your teachers will need a New Teacher Induction Coach for the school year? In the text box below, enter the number of teachers and the total amount allotted for this service. (For example, enter in the text box: 2 Teachers, $24,00.)
3. **Field Experience Program Consultation** - SBBC will provide protocols and coaching support to schools that seek to have their own Field Experience Program. Field Experience connects preservice teachers from colleges and universities with the school to gain hands-on classroom experience and mentorship from a qualified cooperating teacher that has Clinical Educator Training certification. This program supports future educators and provides a pipeline for hiring qualified educators.
   How many hours of Field Experience Program Consultation will you need? In the text box below, enter the number of hours and the total amount allotted for this service. (For example, enter in the text box: 3 hours, $450.)
4. **Alternative Certification Program** - Individual guidance for teachers who need an alternative certification program to acquire their professional certification, understand the Statement of Eligibility (SOE), and learn Florida Teacher Certification Examinations (FTCE) requirements. This is a two-year program that entails mentoring for two (2) years and assessing Florida Educator Accomplished Practices (FEAP) tasks for submission to the Florida Department of Education (FLDOE).
   How many of your teachers will need to participate in the Alternative Certification Program? In the text box below, enter the number of teachers and the total amount allotted for this service. (For example, enter in the text box: 2 Teachers, $9,200.)
5. **Acceleration Pathways Support** - Guidance for schools to develop and coordinate their own acceleration

pathway(s).

How many hours of Acceleration Pathways Support will you need? In the text box below, enter the number of hours and the total amount allotted for this service. (For example, enter in the text box: 3 hours, $450)

6. **MTSS Support** - Guidance for schools to coordinate and structure their own Multi-Tiered System of Supports.

   How many hours of MTSS Support will you need? In the text box below, enter the number of hours and the total amount allotted for this service. (For example, enter in the text box: 3 hours, $450)
7. In the text box below, enter the total amount allotted for all consultations. (For example, enter in the text box: $40,950 Total for Coaching and Consultations)

Training/Professional Learning Services

SBBC's Office of Academics offers a comprehensive portfolio of training/professional learning opportunities aligned to certification renewal requirements. Training/professional learning is developed by SBBC on topics pertaining to the needs of the School in alignment with the services provided by Departments within the Office of Academics. Each experience is led by subject matter experts and intentionally structured to ensure immediate application, enabling educators to translate learning into impactful practice.

Please select the service your School intends to utilize for your teachers and the amount of services you will need for each one.

Training/Professional Learning Service	Service Fee
Clinical Educator Training - Eligible educators acquire skills to host student teachers and mentor teachers. Participants earn forty (40) in-service points after completing the course and survey.	$6,000 per teacher
Data Dives - Training to guide up to five (5) teachers through Florida Reporting System (FRS) reports and resources to make instructional decisions.	$600 per group
Professional Learning - Training for educators. If applicable, in-service points are earned upon completion of course requirements.	$1,000 up to 3 hours $2,000 4-6 hours
Pedagogical Practices • Teacher Instructional Practices for Classroom Culture Course – three (3) hours in learning, four (4) in-service points). • Teacher Instructional Practices for Lesson Planning & Preparation Course, including checking for understanding and engagement with rigor (three (3) hours in learning, four (4) in-service points).	
Elementary Learning • Science of Reading Course embedded with Benchmark curriculum (six (6) hours in learning, eight (8) in-service points). • Critical Content Math self-paced, online Canvas Courses are offered by grade level (three (3) hours in learning). • Critical Content Math implementation courses are offered by grade bands Kindergarten-second and third-fifth, in-person, and requires the pre-requisite self-paced online Canvas Course (six (6) hours in learning).	
Secondary Learning • Intervention & Support Strategies to learn how to differentiate lessons to meet students' needs in math, literacy, and labs. • ELA and Literacy courses • Algebra and Geometry EOC courses • Civics and U. S. History EOC courses • Science courses	
Leadership Development • Leadership courses that meet state requirements for recertification in Educational Leadership. Florida State certified charter school employees currently holding Florida State Educational Leadership Certification may participate in scheduled professional learning experiences. (in-service points vary by course).	
Leadership Development First Year Assistant Principal Program (FYAP) is a one-year induction program offering comprehensive instructional and operational support, focused on helping newly appointed Assistant Principals (after appointment to position) (thirty-seven (37) in-service points).	$9,000 per AP
Leadership Development First Year Principal Program (FYP) is a one-year support and mentoring program for newly appointed Principals (after appointment to position), centered on developing effective leadership (twenty-four (24) in-service points).	$7,500 per Principal

1. **Clinical Educator Training** - Eligible educators acquire skills to host student teachers and mentor teachers. Participants earn forty (40) in-service points after completing the course and survey.
   How many of your teachers do you need to become Clinical Educator Trained? In the text box below, enter the number of teachers and the total amount allotted for this service. (For example, enter in the text box: 2 Teachers, $12,000.)
2. **Data Dives** - Training to guide up to five (5) teachers through Florida Reporting System (FRS) reports and resources to make instructional decisions.
   How many Data Dives will your teachers need? In the text box below, enter the number of teachers and the total amount allotted for this service. (For example, enter in the text box: 2 groups, $1,200.)
3. **Professional Learning** - Training for educators. If applicable, in-service points are earned upon completion of course requirements.
   How many sessions of professional learning will your teachers need? In the text box below, List the title of the professional learning, number of sessions, total amount of hours, and the total amount allotted for these services. (For example, enter in the text box: Teacher Instructional Practices - 2 sessions, 6 hours; Science of Reading 1 - 1 session, 6 hours; Science of Reading 2 - 2 sessions, 12 hours; $8,000 total.)
4. **Leadership Development First Year Assistant Principal Program** (FYAP) is a one-year induction program offering comprehensive instructional and operational support, focused on helping newly appointed Assistant Principals (after appointment to position) (37 in-service points).
   How many APs will participate in the First Year Assistant Principal Program (FYAP)? In the text box below, enter the number of APs and the total amount allotted for this service. (For example, enter in the text box: 2 APs, $18,000.)
5. **Leadership Development First Year Principal Program** (FYP) is a one-year support and mentoring program for newly appointed Principals (after appointment to position), centered on developing effective leadership (24 in-service points).
   In the text box below, enter the number 1 and the total amount allotted for this service. (For example, enter in the text box: 1 principal, $7,500.)
6. In the text box below, enter the total amount allotted for all training/professional learning. (For example, enter in the text box: $46,700 Total for Training/Professional Learning.)

Status: ORIGINAL

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

2026-10-13	Regular School Board Meeting
CATEGORY:	A. Academics
DEPARTMENT:	Academics

Agenda Item Number:	6.
Consent Item:	Consent
Special Order:	NO
Time for Special Order:	

TITLE:

Grand Canyon University

REQUESTED ACTION:

Approve the agreement between Grand Canyon University and The School Board of Broward County, Florida. 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 form of agreement has been approved by Gray Robinson, P.A. as cadre counsel to the Office of General Counsel.

EXHIBITS:

- Executive Summary
- Agreement

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. Angela Fulton	Phone:	754-321-2100
Name:	Dr. Fabian Cone	Phone:	754-321-1868

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Senior Leader & Title

Dr. Fabian Cone, Chief Academic Officer and Chief Information

Signature

Dr. Angela R. Fulton, Deputy Superintendent Sep 29, 2026

Electronic Signature

Form $4189 Revised 9/26

HH/JJS

Approved in Open Board Meeting On: October 13, 2026

By: _____

School Board Chair

For more information, please contact:
Name: Dr. Angela R. Fulton
Title: Deputy Superintendent
Phone: 754-321-2100

EXECUTIVE SUMMARY

Grand Canyon University

Board Meeting Date: October 13, 2026

Requested Action: Approve the agreement between Grand Canyon University and The School Board of Broward County, Florida (SBBC).

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, Section 1012.56 outlines the requirements for educator certification, which includes field experience. Additionally, Section 1004.04 addresses the requirements for teacher preparation programs, also highlighting the importance of field experience.
If the School Board votes "Yes"	• SBBC will be able to strengthen its teacher recruitment and support student success. The district will have the opportunity to recruit and train the next generation of educators, an essential step in addressing the educational needs of our students. Additionally, we will cultivate a pool of highly qualified teachers committed to making a positive impact in our schools, ultimately enhancing the quality of instruction and support available to our student population.
If the School Board votes "No"	• SBBC will not be able to strengthen its teacher recruitment and support student success. The district will miss the opportunity to recruit and train the next generation of educators, an essential step in addressing the educational needs of our students. Furthermore, we will not be able to cultivate a pool of qualified teachers dedicated to making a positive impact on our schools, and ultimately, we will not be able to enhance the quality of instruction available to our student population.
Alignment to the 2027 Strategic Goals and Guardrails	• Guardrail 3: School Support
Measurable Outcome(s)/Return on Investment	• By July 2027, SBBC will achieve a 15% increase in college and university field experience agreements, including this renewal of the partnership with Grand Canyon University. This expansion is designed to reduce teacher vacancies by strategically guiding participating students toward full-time employment opportunities within our organization.

Background/History

An agreement between a college or university and SBBC is required to accept any internship, practicum participants, or field experience placements. Our Field Experience Program operates across borders, collaborating with colleges and universities in Florida and other states. This program provides both undergraduate and graduate students with practical experiences as they pursue degrees in various majors and fields of study. Through this partnership, field experience students can gain valuable hands-on experience while working toward a degree in teaching. SBBC shall obtain written consent from each participating student's parent or legal guardian, or from the student if the student is 18 years of age or older, prior to disclosing any education records for the purposes outlined in this Agreement.

Agreement Terms and Financial Impact

The following information provides a detailed summary of the contract agreement summary, financial impact of this item, including funding allocation, budget authority, fiscal year expenditures, and any current or future financial obligations.

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

Agreement Term:	Original Agreement Term: October 13, 2026, through June 30, 2028
Multi-Year Agreement:	Yes, this is a two-year Agreement which may be extended for two additional one-year periods.
Procurement Method:	**Piggyback Agreement** (Yes/No): Not applicable. **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	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	Field experience enables interns to improve their instructional strategies and adapt to the varied needs of students, resulting in more effective learning experiences. As these interns introduce innovative approaches and new ideas in the classroom, they foster a culture of continuous improvement within the schools. This interaction enhances the interns' professional development and positively impacts student engagement and learning outcomes, which can strengthen the overall effectiveness of educational programs in Broward County.
School Selection /Prioritization	The field experience students may choose up to three schools for their placement, and SBBC schools can also request the placement of these students.
Community/ Stakeholder Engagement	Field Experience relies on collaboration among college interns, SBBC cooperating teachers, university supervisors, and school administrators. Placements are based on program requirements and intern needs, while SBBC staff and university supervisors work together to support effective mentoring and ensure compliance with district policies. Feedback from teachers and administrators helps protect student interests, maintain confidentiality, and promote a positive learning environment. This partnership supports successful placements, quality supervision, and meaningful professional development.
End-User Input	The Field Experience Program prioritizes SBBC students by ensuring placements provide high-quality instructional support in a safe and positive learning environment. Placement decisions and supervision are aligned to student learning needs, confidentiality requirements, and district standards, resulting in well-supported pre-service educators who positively contribute to student outcomes.
Technology/Capital Expected Lifecycle/Replacement Cycle	Not applicable.

Additional Backup:

Exhibit 2 – Agreement

Field Experience Placement Data:

During the 2025–2026 school year, SBBC facilitated a total of 619 entry-level field experience placements, 301 practicum placements, and 147 internship placements. These placements provide the District with valuable opportunities to identify and recruit well-qualified candidates for future employment. This pipeline strengthens SBBC's ability to address staffing needs by cultivating a pool of prepared and experienced individuals who are familiar with district expectations and committed to supporting student success.

Grand Canyon University – Teacher Preparation Program Overview:

Grand Canyon University offers state-approved teacher education programs designed to prepare candidates for initial teacher licensure through online and campus-based coursework paired with required, supervised K–12 field and student-teaching experiences. These programs are housed in GCU's College of Education, whose initial and advanced teacher preparation programs are nationally accredited by the Association for Advancing Quality in Educator Preparation (AAQEP), a CHEA-recognized accreditor that ensures alignment with professional educator preparation standards and licensure expectations. Grand Canyon University is regionally accredited by the Higher Learning Commission (HLC), and its teacher preparation programs are state-approved in Arizona and structured to support multi-state licensure eligibility based on individual state requirements, positioning GCU as a flexible provider focused on preparing career-transitioning and nontraditional candidates for K–12 teaching roles.

AGREEMENT

THIS AGREEMENT ("Agreement") is made and entered into by and between:

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
(hereinafter referred to as "SBBC"),
a body corporate and political subdivision of the State of Florida,
whose principal place of business is
600 Southeast Third Avenue, Fort Lauderdale, Florida 33301

and

GRAND CANYON UNIVERSITY
(hereinafter referred to as "UNIVERSITY"),
an Arizona non-profit corporation authorized to do business in Florida,
whose principal place of business is
3300 W. Camelback Road, Phoenix, Arizona 85017.

RECITALS

A. **WHEREAS**, SBBC and UNIVERSITY wish, and intend by this Agreement to set forth the terms and conditions of engaging in a cooperative program ("Program") for the classroom field placement of selected students enrolled at UNIVERSITY with the mutual objective of preparing students for entry into the teaching profession and

B. **WHEREAS**, UNIVERSITY students will gain practical experience as part of the UNIVERSITY course curriculum by completing internships within SBBC schools at no cost to SBBC.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which 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 the date of the last signature below ("Effective Date") and concludes on June 30, 2028, unless terminated earlier pursuant to the Termination 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 **UNIVERSITY Responsibilities**.

2.2.1 UNIVERSITY shall plan and administer the UNIVERSITY educational program for its students and be responsible for the enrollment of its students in UNIVERSITY courses, including the clinical field placement.

2.2.2 UNIVERSITY shall maintain all educational records and reports relating to the UNIVERSITY educational programs completed by UNIVERSITY students during clinical field experience.

2.2.3 UNIVERSITY shall determine, in its sole discretion, which of its enrolled students shall be eligible to participate in the Program.

2.2.4 UNIVERSITY shall provide a person to serve as its Coordinator to oversee its educational program and coordinate Program related activities with SBBC.

2.2.5 UNIVERSITY shall work through the SBBC Department of Leadership Development and Teacher Support to determine in advance placement sites for UNIVERSITY students in the Program, including dates and the number of UNIVERSITY students.

2.2.6 UNIVERSITY shall instruct its participating UNIVERSITY students to complete a security information background check form provided by SBBC and to submit to fingerprinting and criminal records background check to be performed by SBBC or at its direction.

2.2.7 UNIVERSITY shall, in consultation with SBBC, be responsible for grading of the field placement experience and determining whether a UNIVERSITY student has completed the requirements of the UNIVERSITY educational program.

2.2.8 UNIVERSITY students shall not be considered as employees or agents of the UNIVERSITY or of SBBC.

2.2.9 UNIVERSITY shall be responsible for providing professional development seminars to its students in the Program. SBBC may be requested to assist in such seminars.

2.2.10 UNIVERSITY shall be solely responsible for the conduct of any proceedings of its students related to academic or behavioral matters.

2.2.11 UNIVERSITY agrees to inform UNIVERSITY students that they are responsible for compliance with the rules and regulations of SBBC, including recognition of the confidential nature of information regarding pupils and their records.

2.2.12 UNIVERSITY will provide SBBC with a copy of course objectives for the learning experience. SBBC, together with UNIVERSITY, will make arrangements for evaluating the learning experience.

2.2.13 UNIVERSITY shall instruct UNIVERSITY students that they shall not take, capture or record any photographs or any audio or video recordings while on any SBBC facilities without prior written consent of all parents/guardians, or students aged eighteen (18) or over, for all students that may be captured in such recordings to evaluate the intern's progress.

2.3 **SBBC Responsibilities**.

2.3.1 SBBC shall be responsible for the conduct of its operations, supervision of its staff and the education of its students. UNIVERSITY shall not control any of SBBC's property or operations.

2.3.2 SBBC shall provide forms for UNIVERSITY to use as internship applications.

2.3.3 SBBC shall determine, in consultation with UNIVERSITY, the UNIVERSITY students who will be placed at SBBC schools and to which schools they will be assigned.

2.3.4 SBBC shall provide to UNIVERSITY students a security background information form to be completed by UNIVERSITY students and provide a process for fingerprinting and criminal records background check to be performed by SBBC or at its direction. SBBC shall determine whether a UNIVERSITY student has satisfactorily cleared the security screening.

2.3.5 SBBC shall, in consultation with UNIVERSITY, assign its teachers/staff to serve as supervising teachers for the evaluation of the UNIVERSITY students. SBBC supervising teachers/staff shall complete evaluation forms provided by UNIVERSITY. Site supervisors selected by SBBC will, a) assist in orienting UNIVERSITY students to the school, the classroom and the pupils; b) explain all school and district policies, rules, and regulations to UNIVERSITY students; c) provide prompt and substantive feedback to UNIVERSITY students regarding performance activities and interactions with SBBC personnel, pupils and parents; d) complete evaluations of UNIVERSITY student progress and submit them to UNIVERSITY after reviewing them with applicable UNIVERSITY students; e) immediately inform the UNIVERSITY faculty supervisor of any concerns regarding a UNIVERSITY student; f) establish a time to meet and discuss with UNIVERSITY students their activities, impressions, reflections, and suggestions for goals and areas of improvement; g) (For interns) supervise students on a daily basis while under supervision from SBBC site supervisor, if the site supervisor is absent from the classroom, under no circumstance can a UNIVERSITY student, even if he/she is certified, serve as the substitute of record during the student teaching experience unless a separate agreement has been negotiated by SBBC and the UNIVERSITY student.

2.3.6 SBBC shall provide the UNIVERSITY with written performance evaluation feedback about the UNIVERSITY student and completion logs based on the Florida Educator Accomplished Practices (FEAPS) or any other appropriate evaluation standard(s) with the prior written consent of the UNIVERSITY.

2.3.7 UNIVERSITY students shall not be deemed to be employees of SBBC for purposes of compensation, fringe benefits, worker's compensation, unemployment compensation, minimum wage laws, retirement, income tax withholding, social security or any other purpose, because of their participation in the Program. Each UNIVERSITY student is placed with SBBC to receive clinical field experience as a part of his or her academic curriculum; those duties performed by a UNIVERSITY student are not performed as an employee, but in fulfillment of these academic requirements and are performed under supervision. At no time during their practicum shall students replace or substitute for any employee of SBBC. This provision shall not be deemed to prohibit the employment of any such UNIVERSITY student by SBBC under a separate employment agreement for separate or additional duties.

2.3.8 SBBC agrees that UNIVERSITY students assigned to it for internship experiences are under the supervision, control and responsibility of SBBC.

2.3.9 SBBC shall retain the right in its sole discretion, to request the removal of any individual from any area of the district school premises. UNIVERSITY students shall be instructed by the UNIVERSITY to promptly and without protest leave an area whenever they are requested to do so by an authorized SBBC representative.

2.3.10 SBBC will provide UNIVERSITY students with SBBC's policies and procedures and other relevant materials to allow UNIVERSITY students to function appropriately within the district school.

2.3.11 SBBC will permit UNIVERSITY students access to the library facilities/curriculum laboratories available to personnel. UNIVERSITY students may not remove materials from the district school without appropriate approval.

2.3.12 UNIVERSITY students shall not be considered employees or agents of SBBC.

2.3.13 SBBC acknowledges: (a) a UNIVERSITY student's provision of services in the clinical or field experience will not displace SBBC employees or provide any immediate advantage to the district school site; (b) no participating UNIVERSITY student will be entitled to employment by SBBC following internship; and (c) this internship will be without compensation to the UNIVERSITY student.

2.3.14 SBBC shall permit a UNIVERSITY supervisor to visit SBBC for purposes of ascertaining that UNIVERSITY's educational objectives for each UNIVERSITY student's rotation are met at SBBC. UNIVERSITY supervisor shall remain under the direct supervision of an SBBC employee at all times while on district school grounds pursuant to Section 1012.468(2)(a)(1), Florida Statutes.

2.3.15 SBBC personnel who supervise UNIVERSITY student teachers during student teaching internships in a K-3 setting must have a certificate or endorsement in reading.

2.3.16 SBBC personnel who supervise UNIVERSITY student teachers in state-approved programs in Prekindergarten-Primary Education, Elementary Education, English, English to Speakers of Other Languages, and Reading must have a certificate or endorsement in reading.

2.4 **SBBC Disclosure of Education Records**. Under this Agreement, UNIVERSITY students will gain practical experience by completing internships within SBBC district schools for entry into the teaching profession.

2.4.1 SBBC staff will provide UNIVERSITY students with the records listed in this section for the purpose of teaching individually, in small groups, or in a student's classroom, pursuant to this Agreement.

2.4.2 SBBC employees will provide UNIVERSITY with the following education records of SBBC students via "view only" on SBBC database with SBBC supervisor present:

2.4.2.1 student first and last name

2.4.2.2 academic records

2.4.2.3 attendance records

2.4.2.4 emergency contact records

2.4.2.5 Individualized Education Program (IEP) or 504 Plan, when applicable, viewed only when on campus under the supervision of the SBBC supervising teacher

2.4.2.6 additional education records necessary for the UNIVERSITY student to complete his/her responsibilities, pursuant to this Agreement.

2.4.3 SBBC must obtain the written consent from each SBBC student's parent/guardian or student age 18 years or older prior to disclosing the education records listed in this section for all purposes indicated above.

2.4.4 The requirements of this section shall supersede any uses and disclosures of education records for SBBC students, or the like as listed in UNIVERSITY'S privacy policies if any.

2.4.5 Student interns may redisclose de-identified student work samples to UNIVERSITY supervisor without prior written parental/guardian consent in order to receive feedback and evaluation, and ensure proper planning and programs. However, written parental/guardian

consent is required for student interns to disclose personally identifiable video/audio recordings to UNIVERSITY supervisors.

2.5 **UNIVERSITY Safeguarding the Confidentiality of Education Records.**

2.5.1 Privacy. Notwithstanding any provision to the contrary within this Agreement, to the extent UNIVERSITY receives any SBBC student records, UNIVERSITY 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 SBBC student information and records; and

2.5.1.2 Hold any SBBC student education records in strict confidence and not use or re-disclose same except as required by this Agreement or as required or permitted by law unless the parent of each student or a student age 18 or older whose education records are to be shared provides prior written consent for their release; and

2.5.1.3 Utilize any SBBC student 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 SBBC student 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, UNIVERSITY shall:

2.5.2.1 Ensure that, at all times, all of its students who have access to any SBBC student education records during the term of their employment shall abide strictly by its obligations under this Agreement, and that access to SBBC student education records is limited only to its students that require the information to carry out the responsibilities under this Agreement and shall provide said list of students to SBBC upon request; and

2.5.2.2 Safeguard each SBBC student education record through administrative, physical and technological standards to ensure that adequate controls are in place to protect the education records and information in accordance with FERPA's privacy requirements; and

2.5.2.3 Notify the SBBC Information Security & Assurance Director immediately upon discovery of a known an electronic breach of confidentiality of SBBC student education records by telephone at 754-321-0300, and email at privacy@browardschools.com; and take all necessary notification steps as may be required by federal and Florida law, including, but not limited to, those required by Section 501.171, Florida Statutes; and

2.5.2.4 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 regarding SBBC student education records; and

2.5.2.5 Prepare and distribute, at its own cost, any and all required breach notifications regarding SBBC student education records, under federal and Florida Law, or reimburse SBBC any direct costs incurred by SBBC for doing so, including, but not limited to, those required by Section 501.171, Florida Statutes; and

2.5.2.6 Be responsible for any fines or penalties for failure to meet breach notice requirements regarding SBBC student education records pursuant to federal and/or Florida law; and

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 SBBC student education records; and

2.5.2.8 Purge SBBC student 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 SBBC student 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 SBBC student 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 The obligations under this section shall survive the termination of all performance required or conclusion of all obligations existing under this Agreement.

2.6 **Inspection of UNIVERSITY's Records by SBBC**. UNIVERSITY shall establish and maintain books, records, and documents (including electronic storage media) reasonably

necessary to demonstrate UNIVERSITY's compliance with its obligations under this Agreement. All of UNIVERSITY's Records, regardless of the form in which they are kept, shall be open to inspection and subject to audit, inspection, examination, evaluation and reproduction, during normal working hours, by SBBC agent or its authorized representative, solely to the extent reasonably necessary to verify UNIVERSITY's compliance with this Agreement.

2.7 This section is intentionally deleted.

2.8 **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, Leadership Development and Teacher Support The School Board of Broward County, Florida 3531 Davie Road Davie, Florida 33314
To UNIVERSITY:	Affiliation Agreements COEAffiliations@gcu.edu 3300 W. Camelback Road Phoenix, AZ 85017
With a Copy to:	Marne Verdusco, Teacher Placement Coordinator 3300 W. Camelback Road Phoenix, AZ 850 I 7

2.9 **Background Screening.** UNIVERSITY shall comply with all requirements of Sections 1012.32, 1012.465, 1012.467, and 1012.468, Florida Statutes, and all of its personnel who (1) are to be permitted access to school grounds when students are present, (2) will have direct contact with students, or (3) have access or control of school funds, will successfully complete the background screening required by the referenced statutes and meet the standards established by the statutes. Personnel who are subject to background screening include, without limitation, all of UNIVERSITY'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 UNIVERSITY or its personnel providing any services under the conditions described in the previous sentence of this

Agreement. UNIVERSITY students 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 UNIVERSITY and its personnel. The parties agree that the failure of UNIVERSITY 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 UNIVERSITY to cure such default and no further responsibilities or duties for SBBC to perform under this Agreement. UNIVERSITY 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 UNIVERSITY'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.

2.10 **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 shall be responsible for compliance with any public documents request served upon it pursuant to Section 119.07, Florida Statutes, and any resultant award of attorney's fees for non-compliance with that law. Each party acknowledges that this Agreement and all attachments thereto are public records and do not constitute trade secrets.

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**. 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 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.

2.12 **Affidavit Regarding the Use of Coercion for Labor and Services**. Pursuant to Section 787.06(13), Florida Statutes, when a contract is executed, renewed, or extended between a nongovernmental entity and SBBC, the nongovernmental entity must provide SBBC entity with an affidavit signed by an officer or a representative of the nongovernmental entity under penalty of perjury attesting that the nongovernmental entity does not use coercion for labor or services as defined in Section 787.05(13), Florida Statutes. The nongovernmental entity shall attach hereto as **Exhibit A** an affidavit signed by an officer or representative of the nongovernmental entity under penalty of perjury stating that the nongovernmental entity does not use coercion for labor or services as defined in that statute. The submission of a false affidavit may subject the nongovernmental entity to civil penalties, attorney's fees, and/or costs. Any agreement with SBBC shall be terminated by SBBC without recourse if the nongovernmental entity is found to have submitted a false affidavit. Any delays in delivery or service under this Agreement arising out of, as a result of, or in connection with the nongovernmental entity's use of coercion for labor or services as defined by Section 787.06(13), Florida Statutes, is not a Force Majeure event under this Agreement.

2.13 **Foreign Country of Concern Attestation Form.** Nongovernmental entities receiving an award under this Agreement will receive access to personal identifying information for purposes of Sections 287.138 and 501.17(g)1, Florida Statutes. Rule 60A-1.020, Florida Administrative Code, adopted Form PUR 1355, "Foreign Country of Concern Attestation Form" (the "Form") to be completed by all the nongovernmental entities that would access personal identifying information. The Form is attached hereto as **Exhibit B** and must be executed by the nongovernmental entity and be submitted with the nongovernmental entity's executed agreement or an amendment renewing or extending an agreement. A proposed agreement or amendment submitted by the nongovernmental entity without a fully executed "Foreign Country of Concern Attestation Form" will be rejected pursuant to Section 287.138(4)(a), Florida Statutes, and will not be considered for award.

2.14 **Incorporation by Reference**. **Exhibits A** and **B** 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 3.05.

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 UNIVERSITY of its desire to terminate this Agreement. In the event of such termination, if the termination date occurs before a UNIVERSITY student has completed his or her learning experience at SBBC and the UNIVERSITY student is in good standing with SBBC, such UNIVERSITY student may, in SBBC's sole discretion, be permitted to complete the scheduled learning experience pursuant to the terms of this Agreement.

3.6 **Compliance with Laws**. Each party shall comply with all applicable federal, state and local laws, SBBC policies, codes, rules, and regulations in performing its duties, responsibilities, and obligations pursuant to this Agreement.

3.7 **Place of Performance**. All of SBBC's obligations under the terms of this Agreement are reasonably susceptible of being performed in Broward County, Florida and are payable and performable in Broward County, Florida.

3.8 **Governing Law and Venue**. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any disputes, controversies, or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted exclusively to the jurisdiction of the State courts of the Seventeenth Judicial Circuit of Broward County, Florida or to the jurisdiction of the United States District Court for the Southern District of Florida. Each party agrees and admits that the state courts of the Seventeenth Judicial Circuit of Broward County, Florida or the United States District Court for the Southern District of Florida has jurisdiction over it for any dispute arising under this Agreement.

3.9 **Entirety of Agreement**. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof is predicated upon any prior representations or agreements, whether oral or written.

3.10 **Binding Effect**. This Agreement is binding upon and inures to the benefit of the parties hereto and their respective successors and assigns.

3.11 **Assignment**. Neither this Agreement nor any interest herein may be assigned, transferred, or encumbered by any party without the prior written consent of the other party. There shall be no partial assignment of interests under this Agreement including, without limitation, the partial assignment of any right to receive payments from SBBC.

3.12 **Captions**. The captions, section designations, section numbers, article numbers, titles, and headings appearing in this Agreement are inserted only as a matter of convenience, have no substantive meaning, and in no way define, limit, construe, or describe the scope or intent of such articles or sections of this Agreement, nor in any way affect this Agreement and shall not be construed to create a conflict with the provisions of this Agreement.

3.13 **Severability**. If any one or more of the sections, paragraphs, sentences, clauses, or provisions contained in this Agreement is held by a court of competent jurisdiction to be invalid, illegal, unlawful, unenforceable, or void in any respect, such does not affect the remaining portions of this Agreement and the same remain in full force and effect as if such invalid, illegal, unlawful, unenforceable, or void sections, paragraphs, sentences, clauses, or provisions had never been included.

3.14 **Preparation of Agreement**. The parties acknowledge that they have sought and obtained whatever competent advice and counsel necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to herein expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

3.15 **Amendments**. No modification, amendment, or alteration in the terms or conditions contained herein is effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by each party hereto.

3.16 **Waiver.** The parties agree that each requirement, duty and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. Any party's failure to enforce any provision of this Agreement is not a waiver of such provision or modification of this Agreement unless the waiver is in writing and signed by the party waiving such provision. A written waiver is only effective as to the specific instance for which it is obtained and is not a continuing or future waiver.

3.17 **Force Majeure.** Neither party is obligated to perform any duty, requirement, or obligation under this Agreement if such performance is prevented by fire, hurricane, earthquake, explosion, wars, sabotage, accident, flood, acts of God, strikes, or other labor disputes, riot or civil commotions, epidemics, pandemics, government regulations, and the issuance or extension of existing government orders of the United States, the State of Florida, or local county and municipal governing bodies, or by reason of any other matter or condition beyond the control of either party, and which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall a lack of funds on the part of either party be deemed Force Majeure.

3.18 **Rights and Remedies.** The duties and obligations imposed by this Agreement and the rights and remedies available thereunder are in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

3.19 **Survival**. All representations and warranties made herein, indemnification obligations, obligations to reimburse SBBC, obligations to maintain and allow inspection and audit of records and property, obligations to maintain the confidentiality of records, reporting requirements, and obligations to return public funds survive the termination of this Agreement.

3.20 **Agreement Administration.** SBBC has delegated authority to the Superintendent of Schools or her/his designee to take any actions necessary to implement and administer this Agreement.

3.21 **Counterparts and Multiple Originals.** This Agreement may be executed in multiple originals, and may be executed in counterparts, each of which is an original, but all of which, taken together, shall constitute one and the same Agreement.

3.22 **Authority.** Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the Effective Date.

[THIS SPACE IS INTENTIONALLY LEFT BLANK; SIGNATURE PAGE FOLLOWS]

FOR SBBC:

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

By: _____
Sarah Leonardi, Chair

ATTEST:

Date: _____

_____
Dr. Howard Hepburn,
Superintendent of Schools

Approved as to Form and Legal Content:

Gray Robinson, P.A. as cadre counsel for

_____
Office of the General Counsel

[THIS SPACE IS INTENTIONALLY LEFT BLANK; SIGNATURE PAGE FOLLOWS]

FOR UNIVERSITY:

(Corporate Seal)

ATTEST:

Grand Canyon University

By: E Pottinger

Print Name: Emily Pottinger

Title: Associate Dean

Date: 8/26/26

Corporate Secretary Signature

-or-

Witness Signature

Print Name: Julianne Batt

Witness Signature

Print Name: Alicia Kozimor

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 Arizona

COUNTY OF Maricopa

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this Aug 26th, 2026 (*date*) by Emily Pottinger (*name of officer or agent, title of officer or agent*) of Grand Canyon University (*name of corporation acknowledging*), a Arizona (*state or place of incorporation*) corporation, on behalf of the corporation. He/she is ☒ personally known to me or has produced N/A (*type of identification*) as identification and who did first take an oath this 26th day of August, 2026.

My Commission Expires:

Notary Public State of Arizona
Maricopa County
Jeremy Hayden
My Commission Expires 01/03/2028
Commission Number 662315

Signature – Notary Public

Jeremy Hayden

Printed Name of Notary

662315

Notary's Commission No.

260804grandcanyonrpvrl

Exhibit A
Affidavit Attesting to Noncoercive Conduct for Labor or Services

As a nongovernmental entity executing, renewing, or extending a contract with The School Board of Broward County, Florida ("SBBC"), the nongovernmental entity ("Entity") is required to provide an affidavit under penalty of perjury attesting that Entity does not use coercion for labor or services in accordance with Section 787.06, Florida Statutes. As defined in Section 787.06(2)(a), Florida Statutes, coercion means: 1. Using or threatening to use physical force against any person; 2. Restraining, isolating, or confining or threatening to restrain, isolate, or confine any person without lawful authority and against her or his will; 3. Using lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or service are not respectively limited and defined; 4. Destroying, concealing, removing, confiscating, withholding, or possessing any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person; 5. Causing or threatening to cause financial harm to any person; 6. Enticing or luring any person by fraud or deceit; or 7. Providing a controlled substance as outlined in Schedule I or Schedule II of Section 893.03, Florida Statutes, to any person for the purpose of exploitation of that person.

Under penalties of perjury and as a person authorized to sign on behalf of the Entity, I declare that I have read the foregoing statement; that the facts stated in it are true; and that the Entity does not use coercion for labor or services in accordance with Section 787.06, Florida Statutes.

Name of Entity: Grand Canyon University

Entity's Address: 3300 W. Camelback Rd., Phoenix, AZ 85017

Entity's Email Address: COEAffiliations@gcu.edu

Entity's Phone Number: 602-639-7500

Entity's FEIN: 47-2507725

Signature of Entity's Officer or Representative: Emily E. Pottinger

Printed Name of Entity's Officer or Representative: Dr. Emily Pottinger

Title of Entity's Officer or Representative: Associate Dean, College of Education

Date: 08/26/2026

EXHIBIT B
FOREIGN COUNTRY OF CONCERN ATTESTATION
(REVISED FORM PUR 1355)

This form must be completed by an officer or representative of a nongovernmental entity ("Entity") submitting a bid, proposal, or reply to, or entering into, renewing, or extending, a contract with a The School Board of Broward County, Florida ("SBBC") which would grant the entity access to an individual's Personal Identifying Information. Capitalized terms used herein have the definitions ascribed in Rule 60A-1.020, F.A.C. The Entity is not owned by the government of a Foreign Country of Concern, is not organized under the laws of nor has its Principal Place of Business in a Foreign Country of Concern, and the government of a Foreign Country of Concern does not have a Controlling Interest in the Entity.

Under penalties of perjury and as a person authorized to sign on behalf of the Entity, I declare that I have read the foregoing statement; and that the facts stated in it are true.

Name of Entity: Grand Canyon University

Entity's Address: 3300 W. Camelback Rd., Phoenix, AZ 85017

Entity's Email Address: COEAffiliations@gcu.edu

Entity's Phone Number: 602-639-7500

Entity's FEIN: 47-2507725

Signature of Entity's Officer or Representative: Emily E. Pottinger

Printed Name of Entity's Officer or Representative: Dr. Emily Pottinger

Title of Entity's Officer or Representative: Associate Dean, College of Education

Date: 08/26/2026

Status: ORIGINAL

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

2026-10-13	Regular School Board Meeting
CATEGORY:	A. Academics
DEPARTMENT:	School Transformation

Agenda Item Number:	7.
Consent Item:	Consent
Special Order:	NO
Time for Special Order:	

TITLE:

School Improvement Plans (SIP) – 2026-2027 School Year

REQUESTED ACTION:

Approve the School Improvement Plans for the 2026-2027 school year submitted by elementary, middle, combination, high, and center schools, as required by Section 1001.42(18), Florida Statutes, and School Board Policy 1403. The plans are available on the District School Improvement webpage. https://www.browardschools.com/bcps-departments/school-improvement. 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

FINANCIAL IMPACT:

There is no financial impact to the District.

STRATEGIC PLAN ALIGNMENT:

Student Focus Outcomes

Goal 4: College & Career Readiness **OR** **Business Operations**

BOARD ACTION:

(For Official School Board Records Only)

SOURCE OF ADDITIONAL INFORMATION

Name:	Dr. Veda F. Hudge	Phone:	754-321-3800
Name:		Phone:	

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Senior Leader & Title

Dr. Angela R. Fulton, Deputy Superintendent

Signature

Dr. Angela R. Fulton, Deputy Superintendent Sep 28, 2026

Electronic Signature

Form $4189 Revised 9/26

HH/JJS

Approved in Open Board Meeting On: October 13, 2026

By: _____

School Board Chair

For more information, please contact:

Name: Dr. Angela Fulton
Title: Deputy Superintendent
Phone: 754-321-2100

EXECUTIVE SUMMARY

School Improvement Plans (SIP) – 2026-2027 School Year

Board Meeting Date: October 13, 2026

Requested Action: Approve the School Improvement Plans for the 2026-2027 school year submitted by elementary, middle, combination, high, and center schools, as required by Section 1001.42(18), Florida Statutes, and School Board Policy 1403.

The 2026-2027 School Improvement Plans can be viewed via the District School Improvement website at https://www.browardschools.com/bcps-departments/school-improvement.

General Information

The following information outlines the governing authority, districtwide implications, historical background, strategic alignment with the 2027 goals and guardrails, and the anticipated measurable outcomes and return on investment related to this agenda item.

District-zone Impact/Board Member: District-wide	
School Board Policy Requirement	• School Board Policy 1403
Statutory Requirement	• Federal Elementary and Secondary Education Act (ESEA), 20 U.S.C. s. 6311(b)(2)(C)(v)(II); Section 1001.42(18), Florida Statutes; and the Florida Department of Education ESSA State Plan.
If the School Board votes "Yes"	• The School Board of Broward County, Florida will be in compliance with the Federal Elementary and Secondary Education Act (ESEA), 20 United States Code (U.S.C.) s. 6311(b)(2)(C)(v)(II), Section 1001.42(18), Florida Statutes, and the Florida Department of Education's (ESSA) State Plan.
If the School Board votes "No"	• The School Board of Broward County, Florida will not be in compliance with the Federal Elementary and Secondary Education Act (ESEA), 20 United States Code (U.S.C.) s. 6311(b)(2)(C)(v)(II), Section 1001.42(18), Florida Statutes, and the Florida Department of Education's (ESSA) State Plan. Noncompliance may require the District to provide a response to the Florida Department of Education and could potentially impact eligibility for federal and state grant funding.

Alignment to the 2027 Strategic Goals and Guardrails	• Goal 1: Early Literacy Proficiency; Goal 2: Algebra Proficiency; Goal 3: Science Proficiency; and Goal 4: College and Career Readiness/Acceleration.
Measurable Outcome(s)/Return on Investment	• The percent of grade 3 students who demonstrate grade-level performance or above on the state English Language Arts (ELA) assessment will grow from 52% in June 2022 to 65% by June 2027. • The percent of students who met the Algebra graduation testing requirement by the end of grade 9 will grow from 53% in June 2022 to 63% by June 2027. • The percent of grade 8 students who demonstrate grade-level performance or above on the Florida Statewide Science Assessment or Biology EOC2 will grow from 47% in June 2022 to 55% by June 2027. • The percent of graduates who earned any combination of two from the following list: College credit on an AP exam, IB exam, AICE exam, or dual enrollment course; Industry certification; CTACE internship; will grow from 41% in June 2022 to 51% by June 2027.

Background/History
Section 1001.42(18), Florida Statutes, requires district school boards to annually approve and require implementation of a new, amended or continuation School Improvement Plan for each school in the district which has a significant gap in achievement on state-wide, standardized assessments, by one or more student subgroups, as defined in the federal Elementary and Secondary Education Act (ESEA), 20 United States Code (U.S.C.) s. 6311(b)(2)(C)(v)(II); has not significantly increased the percentage of students passing statewide, standardized assessments; has not significantly increased the percentage of students demonstrating Learning Gains; has been identified as requiring instructional supports under the Reading Achievement Initiative for Scholastic Excellence program or has significantly lower graduation rates for a subgroup when compared to the state's graduation rate. The process for all SIPs has been met in accordance with Broward School Board Policy 1403.

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:** 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 on 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	School Improvement Plan ensures that schools are aligned with district and state goals, such as improving literacy, math, and college readiness. It promotes accountability, stakeholder engagement, and continuous improvement through data-driven strategies and regular monitoring.
School Selection /Prioritization	All Broward County Public Schools complete a School Improvement Plan.
Community/ Stakeholder Engagement	School Improvement Plans are developed and monitored with input from school leadership, staff, parents, students, business partners, and community members through the School Advisory Council and other school-based engagement opportunities. Stakeholders review school performance data and SIP progress, provide feedback during meetings, and help identify needs and potential adjustments to implementation strategies. Feedback is documented and used to support informed decision-making, shared accountability, continuous improvement, and the development of future School Improvement Plans.
End-User Input	N/A
Technology/Capital Expected Lifecycle/Replacement Cycle	N/A

Additional Backup:

The 2026-2027 School Improvement Plans can be viewed via the District School Improvement website at https://www.browardschools.com/bcps-departments/school-improvement.

Status: ORIGINAL

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

2026-10-13	Regular School Board Meeting
CATEGORY:	A. Academics
DEPARTMENT:	School Transformation

Agenda Item Number:	8.
Consent Item:	Consent
Special Order:	NO
Time for Special Order:	

TITLE:

School Improvement Plans (SIP) – Charter Schools 2026-2027 School Year

REQUESTED ACTION:

Approve the 27 charter schools state-mandated School Improvement Plans for school year 2026-2027 as defined in the Federal Elementary and Secondary Education Act (ESEA), 20 United States Code (U.S.C.) s. 6311(b)(2)(C)(v)(II), the Florida Department of Education's (ESSA) State Plan, Rule 6A-1.099827, Florida Administrative Code and Section 1002.33(9), Florida Statutes. The 2026-2027 Charter School Improvement Plans can be viewed via the Charter Schools Management/Support Department's website at: https://www.browardschools.com/bcps-departments/strategy-innovation/charter-schools-management-support. 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

FINANCIAL IMPACT:

There is no financial impact to the district.

STRATEGIC PLAN ALIGNMENT:

Student Focus Outcomes

OR • **Business Operations**

BOARD ACTION:

(For Official School Board Records Only)

SOURCE OF ADDITIONAL INFORMATION

Name:	Dr. Veda F. Hudge	Phone:	754-321-3800
Name:		Phone:	

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Senior Leader & Title

Dr. Angela R. Fulton, Deputy Superintendent

Signature

Dr. Angela R. Fulton, Deputy Superintendent Sep 29, 2026

Electronic Signature

Form $4189 Revised 9/26

HH/JJS

Approved in Open Board Meeting On: October 13, 2026

By: _____

School Board Chair

For more information, please contact:
Name: Dr. Angela R. Fulton
Title: Deputy Superintendent
Phone: 754-321-2100

EXECUTIVE SUMMARY

School Improvement Plans (SIP) – Charter Schools 2026-2027 School Year

Board Meeting Date: October 13, 2026

Requested Action: Approve the 27 charter schools state-mandated School Improvement Plans for school year 2026-2027 as defined in the Federal Elementary and Secondary Education Act (ESEA), 20 United States Code (U.S.C.) s. 6311(b)(2)(C)(v)(II), the Florida Department of Education's (ESSA) State Plan, Rule 6A-1.099827, Florida Administrative Code and Section 1002.33(9), Florida Statutes.

The 2026-2027 Charter School Improvement Plans can be viewed via the Charter Schools Management/Support Department's website at https://www.browardschools.com/bcps-departments/strategy-innovation/charter-schools-management-support.

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 1163
Statutory Requirement	• Federal Elementary and Secondary Education Act (ESEA), 20 United States Code (U.S.C.) s. 6311(b)(2)(C)(v)(II) and the Florida Department of Education's (ESSA) State Plan • Rule 6A-1.099827, Florida Administrative Code • Section 1002.33(9), Florida Statutes
If the School Board votes "Yes"	• The School Board of Broward County, Florida (Sponsor) and the identified charter schools will be in compliance with the Federal Elementary and Secondary Education Act (ESEA), 20 United States Code (U.S.C.) s. 6311(b)(2)(C)(v)(II) and the Florida Department of Education's (ESSA) State Plan. • Consistent with Rule 6A-1.099827, Florida Administrative Code and Section 1002.33(9), Florida Statutes, the Sponsor has the authority to approve and monitor the school's School Improvement Plan.

If the School Board votes "No"	• The School Board of Broward County, Florida (Sponsor) and the identified charter schools will not be in compliance with Federal Elementary and Secondary Education Act (ESEA), 20 United States Code (U.S.C.) s. 6311(b)(2)(C)(v)(II), the Florida Department of Education's (ESSA) State Plan, Rule 6A-1.099827, Florida Administrative Code, and Section 1002.33(9), Florida Statutes. • Noncompliance may require the charter schools' governing boards to provide a response to the Florida Department of Education and could potentially impact eligibility for federal and state grant funding.
Alignment to the 2027 Strategic Goals and Guardrails	• Business Operations
Measurable Outcome(s)/Return on Investment	• Not Applicable

Background/History: Pursuant to the Federal Elementary and Secondary Education Act (ESEA), 20 U.S.C. s. 6311(b)(2)(C)(v)(II), and the Florida Department of Education's ESSA State Plan requirements, charter schools must develop a School Improvement Plan when the school has not demonstrated significant improvement in the percentage of students passing statewide standardized assessments, has not significantly increased the percentage of students demonstrating learning gains, or has graduation rates for a subgroup that are significantly lower than the state's graduation rate for that subgroup.

The District's School Improvement Plan Review Committee reviewed all twenty-seven (27) SIPs and determined that they satisfy the requirements specified in the Federal Elementary and Secondary Education Act (ESEA), 20 United States Code (U.S.C.) s. 6311(b)(2)(C)(v)(II) and the Florida Department of Education's (ESSA) State Plan.

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

Agreement Terms and Financial Impact

The following information provides a detailed summary of the contract agreement summary, financial impact of this item, including funding allocation, budget authority, fiscal year expenditures, and any current or future financial obligations.

purchasing requirements.

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

	Acquisition Method: Not Applicable

Table B: Financial Impact, Funding Source, and Budget Authority *This table summarizes the financial impact of the requested Board action, including the contract agreement authority being approved and the budget sources supporting that request.*		
Budget Impact Summary Statement: There is no financial impact on the District.		
New / Current Requested Agreement Authority		
Agreement Authority Terms	**Length of Agreement Terms**	**Total Agreement Amount**
Not Applicable	Not Applicable	Not Applicable

Budget Authority Request(s)

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

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

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

School Impact, Stakeholder Engagement, and Implementation Considerations

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

Impact on Schools	Having a School Improvement Plan (SIP) ensures that schools are aligned with goals established by the charter schools, their governing boards, and state goals, such as improving literacy, math, and college readiness. It promotes accountability, stakeholder engagement, and continuous improvement through data-driven strategies and regular monitoring.
School Selection /Prioritization	Schools are identified based on the criteria as indicated in the Federal Elementary and Secondary Education Act

	(ESEA), 20 United States Code (U.S.C.) s. 6311(b)(2)(C)(v)(II) and the Florida Department of Education's (ESSA) State Plan.
Community/ Stakeholder Engagement	Identified schools will engage their stakeholders throughout the SIP Process through ongoing communication as outlined in the school's School Improvement Plan (SIP).
End-User Input	Not Applicable
Technology/Capital Expected Lifecycle/Replacement Cycle	Not Applicable

Additional Backup:

- Executive Summary
- The 2026-2027 Charter Schools Improvement Plans can be viewed via the Charter Schools Management/Support Department's website at https://www.browardschools.com/bcps-departments/strategy-innovation/charter-schools-management-support.

Status: ADDED ITEM

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

2026-10-13	Regular School Board Meeting
CATEGORY:	A. Academics
DEPARTMENT:	Equity & Diversity

Agenda Item Number:	9.
Consent Item:	Consent
Special Order:	NO
Time for Special Order:	

TITLE:

Agreement with the Florida Department of Juvenile Justice, Circuit 17 ADDED

REQUESTED ACTION:

Approve the Agreement between The School Board of Broward County, Florida (SBBC) and the Florida Department of Juvenile Justice, Circuity 17 (DJJ). 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:

Funds are included in the SBBCâ€™s adopted budget, subject to annual appropriations. Costs are based on FEFP FTE-generated revenue.

STRATEGIC PLAN ALIGNMENT:

Student Focus Outcomes

Guardrail 5: Wellness Support **OR** **Business Operations**

BOARD ACTION:

(For Official School Board Records Only)

SOURCE OF ADDITIONAL INFORMATION

Name:	Dr. Angela R. Fulton	Phone:	754-321-2100
Name:		Phone:	

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Senior Leader & Title

Dr. Angela R. Fulton, Deputy Superintendent

Signature

Dr. Angela R. Fulton, Deputy Superintendent Oct 6, 2026

Electronic Signature

Approved in Open Board Meeting On: October 13, 2026

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

Agreement with the Florida Department of Juvenile Justice, Circuit 17

Board Meeting Date: October 13, 2026

Requested Action: Approve the Agreement between The School Board of Broward County, Florida (SBBC) and the Florida Department of Juvenile Justice, Circuity 17 (DJJ).

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	• Section 1003.52, Florida Statutes
If the School Board votes "Yes"	• SBBC will enter into a multi-year Agreement with DJJ to fulfill its constitutional obligation to educate children of compulsory school age who are inmates enrolled in or remanded to the custody of the Florida DJJ detention facilities within Broward County.
If the School Board votes "No"	• SBBC will not enter into a multi-year Agreement with DJJ, resulting in an inability to fulfill its constitutional obligation to education children of compulsory school age who are inmates enrolled in or remanded to the custody of the Florida DJJ detention facilities within Broward County.
Alignment to the 2027 Strategic Goals and Guardrails	• Goal 2: Algebra Proficiency • Goal 3: Science Proficiency • Goal 4: College and Career Readiness/Acceleration • Guardrail 1: Safety • Guardrail 2: Equity • Guardrail 5: Wellness Support
Measurable Outcome(s)/Return on Investment	• All eligible students will be provided with free and appropriate educational services while remanded to the custody of the Florida DJJ until they earn a high school diploma, or equivalent, or if eligible, file their formal declaration of intent to terminate school enrollment with the school district.

Background/History

Short-term detention facilities within Broward County serve as the provider of educational and support services for youth who are detained or remanded to the custody of the Florida DJJ while awaiting release from DJJ custody, or transfer to another detention facility. SBBC staff assigned to the detention facilities deliver academic instruction, counseling, life skills development, and transition services in a secure environment. SBBC provides oversight, academic accountability, and funding through Florida Education Finance Program (FEFP) allocations generated by enrolled students. This Agreement follows the standard Florida DJJ Agreement provided by the Florida Department of Education.

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 13, 2026-October 12, 2030
Multi-Year Agreement:	Yes
Procurement Method:	**Piggyback Agreement** (Yes/No): No **Acquisition Method**: Statutory/Programmatic Service Agreement. Pursuant to SBBC Policy 3800, and Rule 6A-1.012(11)(b), Florida Administrative Code, the requirement for requesting competitive solicitations for commodities or contractual services from three or more sources is hereby waived as authorized by Section 1010.04(4)(a), Florida Statutes, for 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 SBBC's adopted budget, subject to annual appropriations. Costs are based on FEFP FTE-generated revenue.

New / Current Requested Agreement Authority

Agreement Authority Terms	Length of Agreement Terms	Total Agreement Amount
FEFP General Funds	4 years	Amount depends on enrollment/FTE

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

Current Fiscal Year Budget Authority

Fiscal Year	Length of Agreement Terms	Budget Fund	Amount	Included in Budget (Y/N)
2026-2027	8 months remaining	FEFP General Funds	Amount depends on enrollment/ FTE	Yes

Future Fiscal Year Budget Authority *(Subject to Board Budget Approval)*

Future Fiscal Year(s)	Length of Agreement Terms	Budget Fund	Amount
2027-2028	12 months	FEFP General Funds	Amount depends on enrollment/ FTE
2028-2029	12 months	FEFP General Funds	Amount depends on enrollment/ FTE
2029-2030	12 months	FEFP General Funds	Amount depends on enrollment/ FTE

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 an alternative educational setting for eligible students while maintaining alignment with SBBC instructional standards, assessment systems, and accountability structures.
School Selection /Prioritization	Students are eligible to receive instruction through this Agreement while in the custody of the Florida DJJ.
Community/ Stakeholder Engagement	The Florida DJJ staff collaborate with SBBC staff, families, juvenile justice partners, and community-based providers to support student success and re-engagement.
End-User Input	Instructional staff, SBBC administrators, and support personnel collaborate on curriculum alignment, progress monitoring, and transition planning.
Technology/Capital Expected Lifecycle/Replacement Cycle	Technology utilized for instruction in the detention facilities are part of the inventory of Whiddon-Rogers Education Center. All SBBC policies, procedures, and standard practices apply for this equipment.

Additional Backup:
Executed Agreement between The School Board of Broward County, Florida, and Florida Department of Juvenile Justice.

Cooperative Agreement with the School Board of Broward County, Florida and The Florida Department of Juvenile Justice, Circuit 17

The School Board of Broward County (School Board) and the Department of Juvenile Justice, Circuit 17 (DJJ) enter into this Agreement effective upon the last signature date. The parties agree to the following:

I. Purpose.

The School Board and DJJ are committed to cooperating in the development of programs designed to provide a comprehensive system of care that meets the health, social welfare, and educational, needs of children and youth served in juvenile justice detention centers.

Because each agency has specific statutory responsibilities and resources to provide for the needs of these children and youth, it is through a concerted effort of interagency cooperation that a full array of services can be assured.

The Superintendent of Schools and DJJ detention administrators within the county shall develop and support joint program initiatives that will facilitate effective and efficient delivery of services for children and youth served in detention centers.

The purpose of this Agreement is to ensure that in the implementation of applicable provisions of Florida's statutes and rules, the School Board is the responsible agency and exercises general authority over all education programs within the county including all prevention schools previously included in this agreement between the DJJ and the School Board. Provisions related to 1003.52 F.S Educational Services in Department of Juvenile Justice programs section 14 related to the delivery of educational services to students in prevention programs under the jurisdiction of the Department of Juvenile Justice should now be provided through the local school district with support from the Florida Department of Education.

This Agreement ensures that the School Board and the DJJ shall cooperatively plan for the provision of education and social services to all children and youth who are placed in the local juvenile detention center. This Agreement replaces and terminates any prior agreements between DJJ and the School Board in regard to matters covered by this Agreement.

II. Roles and Responsibilities.

A. Responsibilities of the School Board and the DJJ.

DJJ and the School Board agree that the stated purposes can be achieved only through coordinated planning, resource sharing, and staff training.

To accomplish this goal, the agencies shall agree to the following:

1. Assign staff to meet regularly to exchange pertinent information regarding agency regulations and policies.
2. Conduct joint meetings to discuss implementation of this plan.
3. Share applicable student/client information consistent with rules and regulations dealing with confidentiality.
4. Engage in open and frequent communication and attend regularly scheduled meetings to discuss and evaluate student behavior and any activities, events, or obstacles that may impact the students' ability to meet educational goals.
5. Share the responsibility of providing technical assistance in the development, implementation, and evaluation of effective programs.
6. Disseminate this agreement to appropriate personnel in each agency and provide technical assistance as needed for the implementation of the requirements of the agreement.
7. Share the responsibility of addressing needs identified in Quality Improvement (QI) reviews.

B. <u>Responsibilities of the DJJ.</u>

To implement this Agreement, the DJJ shall:

1. Receive and utilize technical assistance from the School Board regarding the development and implementation of any rules/policies developed by DJJ pertaining to the provision of educational programs for students in detention centers consistent with state and federal laws, rules, and regulations.
2. Receive and utilize information regarding educational best practices for students in detention centers disseminated by the Florida Department of Education, Bureau of School Improvement.
3. Establish procedures for informing the School Board of projected or new detention centers being opened within the School Board's boundaries.
4. Participate and assist in the monitoring and evaluation of programs for students served in DJJ detention centers to ensure compliance with applicable state and federal laws, rules, and regulations.

5. For each student exiting a DJJ detention center, transition planning will occur involving a representative of the School District in preparation for the student's next placement. DJJ and the School District representative shall document the transition planning activities jointly.

C. Responsibilities of the School Board.

D. To implement this Agreement, the School Board shall:

1. Furnish adequate classroom teachers and teacher assistants at DJJ detention centers at which School Board personnel provide direct instruction. Substitute teachers, if available, will be provided when the regular classroom teacher is absent. A School Board approved list of substitute teachers will be provided to each DJJ detention center.

2. Implement a year-round program with qualified staff members.

3. Furnish textbooks and classroom teaching supplies to DJJ detention centers at which School Board personnel provide direct instruction.

4. Provide a direct line administrator responsible for staff supervision, training, curriculum design, and program implementation. This staff administrator will also ensure compliance with Department of Education (DOE) rules and regulations pertaining to alternative education programs.

5. Provide personnel at DJJ detention centers access to the district school system database for the purpose of academic, immunization, and registration records for students assigned to the detention center.

6. Disseminate information about and assist in the development and adoption of promising educational practices for students in DJJ detention centers.

7. Ensure contracted educational staff are aware of the responsibilities in this Agreement that the school district is requiring them to adhere to.

8. Provide general supervision of educational services through:

    a. A review of the procedures' documents for providing education programs to determine compliance with provisions of the agreement and applicable State Board of Education rules.

    b. Monitoring and evaluating education programs in the detention center to ensure compliance with Florida Statutes, applicable federal and state laws, rules, and regulations.

9. Provide technical assistance and personnel training for staff responsible for providing education and related services to students in DJJ detention centers.

III. Administrative Procedures

A. 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.

B. Timelines.

This cooperative agreement shall be effective with the signature of the School Board and DJJ and will continue for a period of four (4) years. This Agreement will be reviewed annually, and either party may request amendments. Any proposed amendments or modifications shall be submitted in writing at least thirty (30) days prior to formal discussion or negotiation on the issue. Any amendments shall become effective only if agreed to in writing observing all the formalities of this Agreement.

C. Termination.

This Agreement may be terminated with or without cause by either party with thirty (30) days written notice.

D. 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.

E. 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.

F. 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.

G. Confidentiality.

Each party will protect the rights of students and juvenile justice youth with respect to records created, maintained, and used by public institutions within the state. All educational personnel, accessing student educational records through the Juvenile Justice Information System (JJIS), must complete an information security awareness training. This requirement can be met through the district's Security Awareness Training or by accessing the training at the following link: http://www.djj.state.fl.us/partners/information-security-awareness-training

It is the intent of this Agreement to ensure that parents, students, and juvenile justice youth have the rights of access, the rights of challenge, and the rights of privacy with respect to records and reports, and that applicable laws and regulations for these rights shall be strictly adhered to. Necessary student information shall be shared between agencies in accordance with Florida Statutes.

H. 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 notice shall remain such until it is changed by written notice in compliance with the provision of the paragraph.

To School Board:	Superintendent of Schools The School Board of Broward County, Florida 600 Southeast Third Avenue Fort Lauderdale, Florida 33301
With a Copy to:	Director, School Culture and Student Support The School Board of Broward County, Florida 1400 Northwest Fourteenth Court Fort Lauderdale, Florida 33311

To DJJ:	Kevin Housel, DJJ South Regional Director of Detention Services, 337 N. 4th street, Suite 328 Ft. Pierce, Florida 34950 (786) 822 3980 kevin.housel@fldjj.gov
With a Copy to:	Cleo Burks, Superintendent Broward Detention Center 222 Northwest 22nd Avenue Fort Lauderdale, Florida 33311

I. Indemnification Clause.

Both parties shall assist in the investigation of injury or damages either for or against either party pertaining to their respective areas of responsibility or activities under this Agreement and will contact the other party regarding the legal actions deemed appropriate to remedy such damage or claims.

J. 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.

Each agency specifies by position the persons who have primary responsibility for implementing and signing the agreement.

K. 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.

L. 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.

M. 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.

IV. Allocation of Resources

So that the mutually agreed-upon objectives of the agreement can be adequately met, resources from the School Board and DJJ will be allocated based on the previously identified roles and responsibilities of each agency.

A. Responsibilities of the DJJ.

DJJ agrees to the following:

1. To maintain responsibility and make final decisions for youth while not in the educational programs relative to student care, to include security, housing, feeding, clothing, non-instructional record keeping, evaluation, discipline, medical services and supervision of youth.

2. To work jointly with educational personnel on matters relative to discipline and educational programming during instructional time.

3. To provide facilities, including utilities and maintenance, to house the educational program in the detention center.

B. Responsibilities of the School Board.

The School Board agrees to the following:

1. To provide a free appropriate public education, including but not limited to academic, career and technical, and special education services as appropriate for students 5-18 years of age (ages 18-22 for select populations) and, consistent with all state and federal rules, regulations, and laws.

2. To include the needs of the DJJ detention center in the district school board's planning and budgeting process for expenditures for state categorical and federal funds.

3. To purchase and maintain materials, equipment, and supplies used in the students' educational program, at which the School Board personnel provide direct instruction.

4. To ensure students places in a detention center are assessed to determine areas of academic need and strategies for appropriate intervention and instruction within five (5) school days upon entry.

5. To ensure students continuing placement in a detention center for more than twenty-two (22) school days are administered a research-based assessment to assist the student in educational and career goal development.

6. To ensure that students in the DJJ detention center are provided a wide range of education programs and opportunities including textbooks, technology, instructional support, and resources commensurate with resources provided to students in public schools.

7. To provide each juvenile justice education program all federal funds for which the program is eligible.

8. To ensure that at least 95% of the Florida Education Finance Program funds generated by students in juvenile justice programs or in education programs for juveniles under Florida Statute 985.19 be spent on instructional costs for those students.

9. To ensure that 100% of the formula-based categorical funds generated by students in juvenile justice programs are spent on appropriate categoricals for those students.

10. To ensure all the DJJ detention school annually submits the Juvenile Justice Education Survey, pursuant to Florida Statutes 985.618 and 985.622, and Florida Administrative Code Rule 63B-1.007, an instrument assessing the degree of juvenile justice educational resources, partnerships and outcomes.

V. Educational Evaluation

The DJJ and the School Board agree to the following:

1. Develop an integrated assessment process to ensure that all youth, including students with educational exceptionalities and special needs, are evaluated for the purpose of determining the most appropriate educational and treatment programs.

2. Collaboratively define assessment protocols for intake, service implementation, and transition planning.

3. Ensure all student assessments as required by The Florida Department of Education are administered within established timelines.

VI. Curriculum and Instruction

The DJJ and the School Board agree to ensure the following:

1. The education and/or social services components are integrated to provide youth with a comprehensive system of care.

2. Educational services follow a defined curriculum appropriate to the student's age and identified needs.

3. Instructional delivery methods are appropriate for the target student population.

4. Pre-test and post-test measures for content areas are available and utilized.

5. Implementation of Individual Educational Plans, Section 504 Plans, English Language Learner Plans, and Education Transition Plans (for students in attendance twenty-two (22) or more consecutive school days).

6. The courses offered are in accordance with the Florida Course Code Directory.

7. High School Equivalency Examination preparation courses and the Performance-Based Exit option (formerly GED Exit Option) Model are available to the students.

8. Access to virtual courses pursuant to ss 1002.37, 1002.45, and 1003.498, F.S.

9. Instruction is provided following a 250-day instructional calendar, twenty (20) days of which may be used for in-service training and planning.

10. Students receive a minimum of 25 hours of instruction weekly.

11. Provide compliance with PL 114-95, Section 1423 of the Every Student Succeeds Act of 2015 to meet all thirteen (13) elements in Section 1425 as follows:

    a. where feasible, ensure that educational programs in juvenile justice facilities are coordinated with the student's home school, particularly with respect to a student with an Individual Education Plan (IEP) under Part B of the Individuals with Disabilities Education Act;

    b. if the child or youth is identified as in need of special education services while in a juvenile justice facility, notify the local school of the child or youth with such need;

    c. where feasible, provide transition assistance to help the child or youth stay in school, to include coordination of services for the family, counseling, assistance in accessing drug and alcohol abuse prevention programs, tutoring, and family counseling;

    d. provide support programs that encourage children and youth who have dropped out of school to reenter school and attain a regular high school diploma once their term at a juvenile justice facility has been completed, or provide such children and youth with the skills necessary to gain employment or seek a secondary school diploma or its recognized equivalent;

e. work to ensure that juvenile justice facilities are staffed with teachers and other qualified staff who are trained to work with children and youth with disabilities taking into consideration the unique needs of such children and youth;

f. ensure that educational programs in the juvenile justice facilities are related to assisting students to meet the challenging State academic standards;

g. to the extent possible, use technology to assist in coordinating educational programs between the juvenile justice facility and the community school;

h. where feasible, involve parents in efforts to improve the educational achievement of their child and prevent the further involvement of such youth in delinquent activities;

i. coordinate funds received under this subpart with other local, State, and Federal funds available to provide services to participating children and youth, such as funds made available under Title I of Public Law 105-220, and career and technical education funds;

j. coordinate programs operated under this subpart with activities funded under the Juvenile Justice and Delinquency Prevention Act of 1974 and other comparable programs, if applicable;

k. if appropriate, work with local businesses to develop training, curriculum-based youth entrepreneurship education, and mentoring programs for children and youth;

l. upon the child's or youth's entry into the juvenile justice facility, work with the child's or youth's family members and the local educational agency that most recently provided services to the child or youth (if applicable) to ensure that any relevant and appropriate academic records and plans not provided to probation staff during the commitment staffing process regarding the continuation of educational services for such child or youth are shared jointly between the juvenile justice facility and local educational agency in order to facilitate the transition of such children and youth between the local educational agency and the juvenile justice facility; and

m. upon discharge from a juvenile justice facility, ensure consultation occurs between the local educational agency and the juvenile justice facility for a period jointly determined necessary to coordinate educational services to minimize disruption to the child's or youth's achievement.

VII. Classroom Management and Attendance.

The DJJ and the School Board agree to ensure the following:

1. There is a written common classroom behavior management plan agreed to by the Superintendent/Major of each detention center and The Director of the educational program that includes the assessment of student needs and specific procedures for the detention staff's role in addressing disruptive student behavior.

2. The Superintendent/Major or designee provides training/orientation at least annually and within 30 days of hire for all educational and detention staff working in the classrooms to review the characteristics of students served at the program, the behavior management plan, de-escalation techniques, and crisis intervention procedures.

3. All school district employed teachers and instructional personnel working in a detention center are not permitted to intervene in physical altercations and must defer to the trained program staff who are responsible for physical interventions with youth in accordance with the department's policies and procedures.

4. Reciprocal cooperation in investigations and/or management reviews including allowing educational staff to be interviewed as subjects or witnesses to incidents as appropriate and following school district procedures for removing educational staff from the classroom if they are under an abuse investigation.

5. Share findings of investigations/management reviews with the Superintendent/Major, the Juvenile Justice Education Manager in the school district, and the principal at the detention center. The DJJ program will defer action on findings on school personnel to the School Board for action.

6. All classes will be conducted with a minimum of one classroom teacher and DJJ staff members in accordance with the DJJ contracted ratio. The teacher is not included in the program's ratio count.

7. All students will be required to attend class in accordance with School Board policy.

8. To work cooperatively in scheduling DJJ programs and treatment services to maximize school participation and work collaboratively to address students' education and treatment needs.

9. To follow the School Board-provided testing calendar for state tests.

10. To collaborate on the educational calendar, providing school days, in-service days and holidays.

VIII. Qualified Instructional Personnel.

The DJJ and the School Board agree to ensure the following:

1. Professionals instructing students are Florida certified (or otherwise appropriately qualified), including Florida ESE certification or willingness to work toward Florida ESE certification, or provide evidence to the School Board that they have applied for Florida certification.

2. Qualified instructional staff are assigned to classes in accordance with the Florida Course Code Directory and Instructional Personnel Assignments.

3. Recruit and train teachers who are interested, qualified, or experienced in educating students in juvenile justice programs.

4. Consultation among school district administrators and the Superintendent/Major will occur to review applicant's prior performance and qualifications when selecting instructional personnel for the program.

IX. Teaching Skills.

The DJJ and the School Board agree to the following:

1. Jointly evaluate needs of instructional personnel to effectively serve all youth.

2. Cooperatively develop and provide training as needed.

3. Support continuing education efforts by instructional personnel.

4. All teachers and educational personnel in detention centers will complete the required training for the Prison Rape Elimination Act of 2003 (PREA). This training includes:

   a) Completion of the Volunteer and Contractor PREA training located on the DJJ PREA website.

   https://www.djj.state.fl.us/partners-providers-staff/prison-rape-elimination-act-prea/training-tools

   b) Documentation that the individual received training, by signing and dating the form included in the training and providing a copy of the acknowledgement to the PREA Facility Compliance Manager.

5. Training must be completed within 30 days of hire and a refresher training is required every two years.

6. Any staff, contractor, or volunteer who receives a report of sexual misconduct or possible sexual misconduct must immediately ensure that it is reported to the Department of Children and Families Florida Abuse Hotline, local law enforcement, and the Central Communications Center (CCC) at 1-800-355-2280.

X. Transition.

The DJJ and the School Board agree to ensure the following:

1. Coordinate the preparation and planning for student movement in and between programs, involving educational, facility, and staff in addition to other appropriate personnel and program or agency representatives.

2. An education transition plan is developed for each student in a DJJ detention center with a length of stay over twenty-two (22) consecutive school days. The education transition plan must include:

   a) Identified academic need and appropriate educational program;
   b) Academic strategies and interventions; and
   c) Individualized academic and career goals

3. An exit portfolio is provided through the JJIS document library, upon a student's exit from a detention center to the student's post-release district or DJJ residential program for students in detention for more than twenty-two (22) consecutive school days.

   The exit portfolio shall include, at a minimum:

   a) Education transition plan;
   b) Results of district and statewide assessments, if applicable;
   c) Research-based assessment results;
   d) Section 504 Plan, English language learner plan, and IEP, if applicable;
   e) Cumulative transcript;
   f) A list of courses in-progress, with grade to date; and
   g) High school equivalency results, if applicable.

XI. Interagency Disputes

In instances of interagency conflict, differences shall be resolved in accordance with the following procedures:

Mediation or Conflict Resolution Procedures

1. Staff from the grieving agency shall provide written communication that identifies the conflict, proposed action, and a summary of factual, legal, and policy grounds.

2. A written response, which includes proposed solutions to the conflict, shall be provided by staff from the receiving agency within forty-five (45) days of receipt of the notice of conflict.

3. Upon resolution of the conflict, a joint written statement, so indicating, will be developed and disseminated by a representative from each agency.

4. Should further action be required, a report from both agencies will be submitted to the agency heads for resolution.

5. Should further action be required to resolve a conflict, state agency heads shall request an administrative hearing consistent with the procedures in section 120.57(1), F.S., the Administrative Procedures Act. The resolution of all conflicting issues while this Agreement is in effect will be resolved at the lowest level possible.

6. Notwithstanding the above, any issue concerning life safety, a breach of security or other emergency must be resolved immediately. If staff does not resolve the issue, the issue shall be brought to the immediate attention of the DJJ Regional Director for the program area involved and the Assistant School Superintendent.

XII. Safety and Support.

A. Responsibilities of the DJJ.

To implement this Agreement, DJJ shall:

1. Provide a safe and secure environment for all youth and personnel.

2. Investigate all safety violation incidents that arise including those that include instructional personnel.

3. Participate and assist in the monitoring of detention education programs to ensure compliance with Florida statutes, applicable federal and state laws, rules, and regulations. This statement in no way abrogates the School Board's responsibility in monitoring educational programs.

4. Implement recommendations made through the evaluation process.

B. Responsibilities of the School Board.

To implement this Agreement, the School Board shall:

1. Monitor and evaluate detention education programs to ensure compliance with Florida Statutes, applicable federal and state laws, rules, and regulations.

2. Notify DJJ of incident reports submitted by instructional personnel of safety and PREA violation(s), and any occurrences which require the immediate and/or urgent response, action or other intervention to protect and ensure the safety and security of the youth under its jurisdiction, the public, and significant incidents relating to the care, safety and humane treatment of youths under DJJ supervision and in facilities and programs operated by DJJ, its providers, and grantees.

3. Make and implement recommendations made through the evaluation process.

XIII. Correction of Deficiencies

The DJJ and the School Board shall agree to the following:

1. Jointly review Quality Improvement Reports and program evaluation reports developed by the Florida Department of Education and/or Florida Department of Juvenile Justice.

2. Jointly determine action steps necessary to implement recommendations in the report(s).

3. Jointly determine responsibility for each action step to be implemented.

4. Jointly establish timeframes to implement recommendations.

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FOR SBBC

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

By: _____
Sarah, Leonardi, Chair

Date: _____

ATTEST

_____
Dr. Howard Hepburn
Superintendent of Schools

Approved as to Form and Legal Content:

Precious M. Lawrence
2026.07.27 14:44:02
-04'00'

_____
Office of the General Counsel

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FOR DJJ

THE DEPARTMENT OF JUVENILE JUSTICE,
CICRUIT 17

ATTEST:

By: _____

_____
Corporate Secretary Signature
-or-

Print Name: Cina Wilson Johnson

Title: Assistant Secretary

_____
Witness Signature
Print Name: _____

Date: August 24, 2026

_____
Witness Signature
Print Name: _____

The Following Notarization is Required for Every Agreement Without Regard to Whether the Florida Department of Juvenile Justice, Circuit 17 Chose to Use a Secretary's Attestation or Two (2) Witnesses.

STATE OF Florida

COUNTY OF Leon

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this August 24, 2026 (*date*) by Assistant Secretary (*name of officer or agent, title of officer or agent*) of Detention Services (*name of corporation acknowledging*), a Department of Juvenile Justice (*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 24th day of August, 2026.

My Commission Expires:

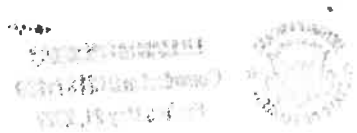
_____
Signature – Notary Public

(SEAL)

Lillian Simmons
Printed Name of Notary

LILLIAN M SIMMONS
Commission # HH 371389
Expires May 21, 2027

HH371389
Notary's Commission No.





Status: ADDED ITEM

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

2026-10-13	Regular School Board Meeting
CATEGORY:	C. Office of The Superintendent / Chief of Staff
DEPARTMENT:	Human Resources

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

TITLE:

Proposed 2028/29 School Calendar
ADDED

REQUESTED ACTION:

Approve the School Board of Broward County, Florida, proposed 2028/29 school calendar. District-wide

RATIONALE:

EXHIBITS:

- Executive Summary
- Calendar Option 2

FINANCIAL IMPACT:

There is no financial impact for this item.

STRATEGIC PLAN ALIGNMENT:

Student Focus Outcomes

OR • **Business Operations**

BOARD ACTION:

(For Official School Board Records Only)

SOURCE OF ADDITIONAL INFORMATION

Name:	David Azzarito	Phone:	754-321-2170
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 6, 2026

Electronic Signature
Form $4189 Revised 9/26
HH/JJS

Approved in Open Board Meeting On: October 13, 2026

By: _____
School Board Chair

For more information, please contact:

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

EXECUTIVE SUMMARY

Proposed 2028/29 School Calendar

Board Meeting Date: October 13, 2026

Requested Action: Approve the School Board of Broward County, Florida, proposed 2028/29 school calendar.

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 6001 – School Calendar
Statutory Requirement	• FSS 1011.60 (2) Minimum requirements of the Florida Education Finance Program • FSS 1001.42 (4)(f) Powers and Duties of District School Board • FSS 1003.436 (1) Definition of "credit."
If the School Board votes "Yes"	• Upon board approval, the 2028/29 School Calendar will be utilized for staff to develop the Personnel Calendars for all work groups.
If the School Board votes "No"	• If not approved by the board, there will be a delay in utilizing the 2028/29 School Calendar to develop the Personnel Calendars for all work groups. School Board Policy 6001 sets a March 1st deadline for board approval of School Calendars.
Alignment to the 2027 Strategic Goals and Guardrails	• Business Operations
Measurable Outcome(s)/Return on Investment	• The proposed school calendar ensures that the District will satisfy the bona fide instructional time requirements, pursuant to Florida State Statute 1003.436 (1)

Background/History
At the October 6, 2026, School Board Workshop, the School Board directed staff to bring Option #2 for the 2028/29 School Calendar to the October 13, 2026, Regular School Board Meeting for approval. At the October 6, 2026, School Board Workshop, the stakeholder survey results were discussed. Over 75% of respondents chose Option #2 for the 2028/29 School Calendar.

Key Highlights of Option #2:

- The first day for teachers to report will be Monday, August 7, 2028.
- The first day of school for students will be Monday, August 14, 2028.
- Thanksgiving Break: Monday, Nov. 20, 2028, through Friday, Nov. 24, 2028.
- Winter Break: Monday, Dec. 25, 2028, through Friday, Jan. 5, 2029.
- Spring Break: Monday, March 19, 2029, through Friday, March 23, 2029.
- The last day of school for students will be Wednesday, June 6, 2029.

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 additional 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	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:
Calendar Option #2

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

450

Calendar for 196 Day School/Personnel — School Year 2028-29

Monday School Start (Option #2)

This calendar is established for personnel who are paid for 196 days which includes six (6) paid holidays. The employees earn ten (10) days of sick leave based on Florida State Statute 1012.61 of one (1) day per month of their calendar.

84 Day (43/41) Semester / 96 Day (46/50) Semester School Year Configuration

July, 2028

Mon	Tue	Wed	Thu	Fri
3	4 ●	5	6	7
10	11	12	13	14
17	18	19	20	21
24	25	26	27	28
31				

August, 2028 (First Day of School; First Day Teachers)

Mon	Tue	Wed	Thu	Fri
	1	2	3	4
◀ 7 ▲	8 ▲	9 ▲	10 ▲	11 ▲
14	15	16	17	18
21	22	23	24	25
28	29	30	31	

September, 2028

Mon	Tue	Wed	Thu	Fri
				1
4 ■	5	6	7	8
11	12	13	14	15
18	19	20	21 ●	22
25	26	27	28	29

October, 2028 (End 1st 9 weeks)

Mon	Tue	Wed	Thu	Fri
2	3	4	5	6
9	10	11	12	13 ER
16 ▲	17 ●	18	19	20
23	24	25	26	27
30	31			

November, 2028

Mon	Tue	Wed	Thu	Fri
		1	2	3
6	▲ 7	8	9	10 ■
13	14	15	16	17
20 ●	21 ●	22 ●	23 ■	24 ●
27	28	29	30	

December, 2028 (End 2nd 9 weeks)

Mon	Tue	Wed	Thu	Fri
				1
4	5	6	7	8
11	12	13	14	15
18	19	20	21	22 ER
25 ●	26 ●	27 ●	28 ●	29 ■

January, 2029

Mon	Tue	Wed	Thu	Fri
1 ●	2 ●	3 ●	4 ●	5 ●
8 ▲	9	10	11	12
15 ●	16	17	18	19
22	23	24	25	26
29	30	31		

February, 2029

Mon	Tue	Wed	Thu	Fri
			1	2
5	6	7	8	9
12	13	14 ER	15 ●	16
19 ■	20	21	22	23
26	27	28		

March, 2029 (End 3rd 9 weeks)

Mon	Tue	Wed	Thu	Fri
			1	2
5	6	7	8	9
12	13	14	15	16 ER
19 ●	20 ●	21 ●	22 ●	23 ●
26 ▲	27	28	29	30 ●

April, 2029

Mon	Tue	Wed	Thu	Fri
2	3	4	5	6
9	10	11	12	13
16	17	18	19	20
23	24	25	26	27
30				

May, 2029

Mon	Tue	Wed	Thu	Fri
	1	2	3	4
7	8	9	10	11
14	15	16	17	18
21	22	23	24	25 ER
28 ■	29	30	31	

June, 2029 (Last Day of School; Last Day Teache)

Mon	Tue	Wed	Thu	Fri
				1
4	5	6 ER	▲ 7 ▶	8
11	12	13	14	15
18	19	20	21	22
25	26	27	28	29

Please Note: Semester exams will occur prior to Winter Break.

Thanksgiving Break – Monday, November 20, 2028 through Friday, November 24,2028.

Winter Break - Monday, December 25, 2028 through Friday, January 5, 2029. Students return Tuesday, January 9, 2029.

Early Release Day - Wednesday, February 14, 2029, *"A Day of Service and Love"*

Early Release Days - 10/13/28, 12/22/28, 3/16/29, 5/25/29 & 6/5/29

School Spring Break - Monday, March 19, 2029 through Friday, March 23, 2029. Students return Tuesday, March 27, 2029.

FTE Survey 2 – October 4 - 8, 2027 FTE Survey 3 – February 7 - 11, 2028

Codes Used on Calendar

◀	Begin 196 Day Personnel	■	Paid Holiday
▶	Last Day 196 Day Personnel	▲	Teacher Planning
●	Day Off	ER	Early Release
	FTE Week		

Severe Weather Make-Up Days: 10/13/28, 12/22/28, 3/16/29, 5/25/29 & 6/1/29

Status: ADDITIONAL INFORMATION

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

2026-10-13	Regular School Board Meeting
CATEGORY:	E. Safety & Security
DEPARTMENT:	Safety, Security & Emergency Preparedness

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

TITLE:

2026-2027 School Security Risk Assessment (SSRA): Findings & Recommendations

REQUESTED ACTION:

Approve the District's completed School Security Risk Assessment (SSRA) recommendations for the 2026-2027 school year. District-wide

RATIONALE:

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

EXHIBITS:

Additional Information Memo

FINANCIAL IMPACT:

Financial impact, funding source, and budget authority are undetermined. SSRA findings may support School Hardening Grant eligibility and prioritization.

STRATEGIC PLAN ALIGNMENT:

Student Focus Outcomes

Guardrail 1: Safety

OR **Business Operations**

BOARD ACTION:

(For Official School Board Records Only)

SOURCE OF ADDITIONAL INFORMATION

Name:		Phone:	
Name:		Phone:	

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

Electronic Signature

Form $4189 Revised 9/26

HH/JJS

Approved in Open Board Meeting On: October 13, 2026

By: _____

School Board Chair

Established 1915
BROWARD County Public Schools

OFFICE OF THE SUPERINTENDENT
DR. HOWARD HEPBURN
SUPERINTENDENT OF SCHOOLS

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

October 1, 2026

TO: School Board Members

FROM: Michael G. Gregory (Designee, James A. La Rosa)
Chief Safety and Security Officer

VIA: Dr. Howard Hepburn
Superintendent of Schools

SUBJECT: **ADDITIONAL INFORMATION FOR E-1, 2026-2027 SCHOOL SECURITY RISK ASSESSMENT (SSRA): FINDINGS & RECOMMENDATIONS FROM OCTOBER 13, 2026, REGULAR SCHOOL BOARD MEETING.**

Attached is additional information regarding E-1, 2026-2027 School Security Risk Assessment (SSRA): Findings & Recommendations for the October 13, 2026, Regular School Board Meeting.

- Executive Summary
- Presentation

HH/MG:tj

For more information, please contact:

Name: Michael G. Gregory
Title: Chief Safety and Security Officer
Phone: 754-321-2655

EXECUTIVE SUMMARY

2026-2027 School Security Risk Assessment (SSRA) Findings & Recommendations

Board Meeting Date: October 13, 2026

Requested Action: Receive the District's completed School Security Risk Assessment (SSRA) recommendations for the 2026-2027 school year.

General Information

The following information outlines the governing authority, districtwide implications, historical background, strategic alignment with the 2027 goals and guardrails, and the anticipated measurable outcomes and return on investment related to this agenda item.

District-zone Impact/Board Member: District-wide	
School Board Policy Requirement	• Policy 2000 – School Safety Requirements & Monitoring.
Statutory Requirement	• Section 1006.07, Florida Statutes, requires the district school safety specialist to provide findings and recommendations to the superintendent and district school board identifying strategies and activities to address findings and improve school safety and security.
If the School Board votes "Yes"	• The District would fulfill the statutory requirement for annual school security risk assessments and Board review of the School Safety Specialist's recommendations.
If the School Board votes "No"	• The District would not complete the required Board review and action process for the annual SSRA findings and recommendations, creating a risk of noncompliance with Section 1006.07, Florida Statutes, and affecting required reporting to the Office of Safe Schools.
Alignment to the 2027 Strategic Goals and Guardrails	• Guardrail 1: Safety — The Superintendent may not allow a breach of safety policies and procedures that results in an increase in threatening or unsafe circumstances for students and staff.
Measurable Outcome(s)/Return on Investment	• Board review and action support risk mitigation, informed prioritization of safety and security initiatives, and reduced potential liability through documented identification and response to school safety needs.

Background/History

Florida law establishes a framework for assessing and improving safety and security in public schools. The Florida Safe Schools Assessment Tool (FSSAT), developed in coordination with appropriate public safety agencies, provides a standardized best-practice assessment of school vulnerabilities and readiness, including physical security, emergency preparedness, and staff training.

Each year, the District School Safety Specialist compiles findings and develops recommendations to address identified vulnerabilities. The findings and recommendations are provided to the Superintendent and School Board for review at a publicly noticed meeting. The Board's action is then reported to the Office of Safe Schools within the required reporting period, completing the annual assessment cycle.

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; this item is not a contract or agreement.
Multi-Year Agreement:	Not applicable.
Procurement Method:	**Piggyback Agreement (Yes/No):** Not applicable. **Acquisition Method**: Not Applicable.

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

Budget Impact Summary Statement:
Financial impact, funding source, and budget authority are undetermined. SSRA findings may support School Hardening Grant eligibility and prioritization.

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)
Not applicable	Not applicable	Not applicable	Not applicable	Not applicable

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

School Impact, Stakeholder Engagement, and Implementation Considerations

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

Impact on Schools	Projects and training will be implemented across District schools using feedback provided by school-based leadership through the School Security Risk Assessments. The assessments also identify needs that may support School Hardening Grant funding applications.
School Selection /Prioritization	Schools identifying hardening project needs in their annual assessments will be eligible for consideration for available School Hardening Grant funds, subject to applicable grant requirements and District prioritization.
Community/ Stakeholder Engagement	The annual SSRA process includes collaboration with school-based leadership and appropriate public safety agencies.
End-User Input	School-based leadership provides input through completion of each school's annual SSRA. A separate survey was not conducted.
Technology/Capital Expected Lifecycle/Replacement Cycle	Not applicable.

Additional Backup:
Exhibit A: Presentation



Office of Safety, Security & Emergency Preparedness

2026-2027 School Security Risk Assessment (SSRA)
Findings & Recommendations

October 13,2026
Regular School Board Meeting

Michael G. Gregory, Chief Safety & Security Officer



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BROWARD County Public Schools

INTRODUCTION

Presentation Rationale:	**IMPROVING THE DISTRICT'S SAFETY AND SECURITY POSTURE COMPLIANCE WITH STATE STATUTE.** The rationale for the 2026-2027 School Security Risk Assessment (SSRA) presentation is to provide the School Board with an overview of the District's current safety and security posture at K-12 schools. This presentation highlights key findings and proposes recommendations for improvement in the identified areas.
Purpose:	Comply with FL Statute, 1006.07. by presenting SSRA findings and School Safety Specialist Recommendations to the Broward District School Board.
Connection to the Strategic Plan:	**GUARDRAIL 1: SAFETY** The Superintendent may not allow a breach of safety policies and procedures that result in an increase in threatening or unsafe circumstances for students and staff.
Request to the School Board:	Review and accept the School Safety Specialist's recommendations included in this presentation and provide feedback. **FINANCIAL IMPACT:** To be determined. There is no financial impact at the time of this presentation.

School Security Risk Assessment (SSRA) Overview

The SSRA is a comprehensive assessment completed in collaboration with school site-based staff, public safety, and district personnel. The assessment addresses planning, operations, staffing, training, hardening, and reporting.

- 282 SSRAs Completed in the District
  - 219 District-operated Public School Sites
  - 63 Charter Public School Sites

- 100% of SSRAs completed by statutory deadline.
- All Office of Safe Schools required compliance questions answered in accordance with state statute.

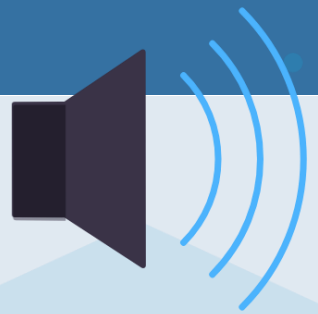
May 1	Oct 1	Oct 15	Nov 1
Release of SSRAs	Submission of SSRAs	SSRA completion confirmation	Submission of DBPA and Board action

In accordance with 119.071(3)(a), F.S., and 281.301, F.S., data and information related to security risk assessments administered pursuant to 1006.1493, F.S., and 1006.07(6), F.S., and the security information contained in the Department's annual report required are confidential and exempt from public records requirements.

Ongoing Safety & Security School Hardening Grant Project Updates

These projects are identified and chosen through needs reported in the SSRA school submissions.

Project Updates



Intercom Systems –
TAPS23 Hardening Grant – GRANT COMPLETED

The District is upgrading and modernizing intercom systems at priority schools to ensure reliable, campus-wide communication. These improvements strengthen emergency response and daily operations by delivering clear, consistent announcements throughout classrooms, common areas, and outdoor spaces.

The projects funded through the TAPS23 Hardening Grant have been completed, while additional intercom upgrades from other funding sources continue across the District as part of a broader, ongoing effort.

Grant and project ended December 2025.

Project Updates (cont.)



Video Surveillance: Cameras & Servers – TAPS24 Hardening Grant

The District is expanding and modernizing the surveillance network to increase perimeter visibility, improve coverage of vulnerable areas, and replace outdated equipment with advanced digital systems.

Camera upgrades are complete at 42 schools and underway at the remaining 17 schools, while server upgrades are complete at 29 out of 29 schools, ensuring the appropriate infrastructure is in place to support these improvements.

Current grant and project end date: December 2026.
71 of 88 total projects complete.



Project Updates (cont.)



Fencing and Perimeter Security –
TAPS25 Hardening Grant

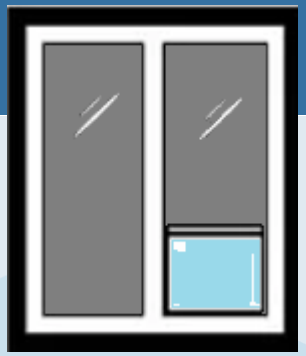
The District is enhancing perimeter security through a multi-year effort to fully enclose campuses and improve controlled access points.

Work is actively underway to enhance fencing coverage at 50 schools. These efforts directly improve campus safety by reducing opportunities for unauthorized access and creating safer learning environments across the District.

Current grant and project end date: June 2027.
33 of 50 projects in varying stages of work/completion.



Project Updates (cont.)



Window Hardening –
TAPS26 Hardening Grant

The District identified that 2026 School Hardening grant funds will be used to improve safety and security at District-run public schools by installing protective security window film at 113 schools.

Projects that enhance window protection are prioritized based on the need to improve security in high-risk areas and reduce hazards from unauthorized access or glass-related incidents.

Current grant and project end date: June 2028.
Currently in the initial stages of procurement, with intent to begin work in Spring 2027.

2026-2027 SSRA Findings and Associated School Safety Specialist Recommendations

District-Operated Locations

These findings are not listed in order of importance or priority.

All reported findings require further evaluation.

District Findings & Recommendations

Entryway Hardening | Building Envelope & Interior

Finding: Continuing 2025–2026 access control and window and glass hardening needs, 72 District locations (33%) report an entryway hardening need; 19% rate it a high-priority project need, with more needs in later horizons.

Recommendation: Scope entryway hardening with window hardening and access-control door alerts as one entry-security package to prevent unauthorized access and protect students and staff.

Window Hardening | Building Envelope & Interior

Finding: Windows and glass in vulnerable areas, such as classrooms and administrative offices, continue to present security risks identified in 2025–2026: 176 District locations (80%) lack reinforced glazing.

Recommendation: Proceed with TAPS26 protective security film at 113 schools (procurement underway; work begins Spring 2027), then extend glazing protection to remaining high-risk areas under a risk-tiered standard, coordinated with renovations, entry hardening, and the highest-exposure occupied spaces.

District Findings & Recommendations

Video Surveillance | Technology

Finding: Outdoor and indoor blind-spot camera gaps persist (2025–2026).

- **96 locations (44%):** need cameras, second only to security staff (58%)
- **32%:** rate cameras a high-priority need
- **56 locations (26%):** gaps in camera-system training

Recommendation: Finish the TAPS24 camera and server upgrade by December 2026.

- Add HD cameras: parking lots, playgrounds, fence lines, stairwells
- Rank gaps and replacements by audit, high-priority sites first
- Expand analytics; standardize annual training and keep records

District Findings & Recommendations

Access Control | Technology

Finding: Continuing from 2025–2026 reports, this remains a need and 25 District sites (12%) report considering added or enhanced access control.

- 111 District locations (57% of responding sites) lack central alerts for doors that fail to close or are propped open.
- Additional scrutiny from Office of Safe Schools inspections are also identifying locations where enhanced access control measures may be valuable.

Recommendation: Continue to evaluate the opportunities to further the implementation of electronic access control beyond single points of entry to additional buildings and entry points, prioritizing by statutory need and door criticality, risk, and lifecycle cost; pair expansion with monitored-door alerts and operator training.

- Evaluate opportunities for systems to identify doors with access control that fail to close or are propped open, beginning with high-traffic and high-risk entries.

District Findings & Recommendations

Mass Communication & Alerts | Technology

Finding: Gaps in mass communication coverage.

- **166 locations (76%):** PA/intercom speaker gaps
- **132 sites (83% of respondents):** no classroom phone link to mass communication
- **86 sites (39%):** no emergency alerts on networked computer screens

Recommendation: Set a measurable multi-channel standard (intercom, message boards, desktop alerts), including outdoor and athletic areas.

- Review speaker coverage as upgrades roll out; link phones to campus alerts
- Work with IT to push alert software consistently to all District devices

District Findings & Recommendations

First Responder Communication | Technology

Finding: Weak radio signals or dead zones for first responders, shared prior years, remain a concern.

- Cellular dead spots are reported at 62% of District locations (126 sites); this is a screening indicator, not a direct measure of public-safety radio coverage.

Recommendation: Utilize completed and future radio-specific coverage evaluations to install bi-directional amplifiers where signal strength is low, using cellular dead-spot results as a screening indicator.

- Secondarily, evaluate the enhancement of Wi-Fi coverage and capacity as backup communication for first responders.

Handheld Radios | Technology

Finding: 80 District locations (37%) report a need for handheld radios for security staff and monitors; 30% rate it a high-priority project need, continuing the 2025–2026 first responder communication concern.

Recommendation: Review radio allocations per campus for security staff and monitors to verify reports and determine additional needs.
***This may be a result of a deficiency in the assessment questions and likely points to an overall need for handheld radios on campuses.

District Findings & Recommendations

Perimeter Security | Perimeter & Site

Finding: Outdoor security needs exist across District sites, spanning exterior lighting, grounds concealment, and exterior doors.

- **Exterior lighting:** 73 District locations (33%) report limited after-hours exterior lighting control.
- **Landscaping & Maintenance:** 74 District locations (34%) report perimeter areas that provide cover or concealment, and 61 (28%) report landscaping that creates hiding places.
- **Exterior doors:** 59 District locations (27%) have exterior doors that could be compromised from inside to trap occupants.

Recommendation: Continue working with schools toward a minimum District perimeter standard.

- **Exterior lighting:** Collaborate with Facilities to assess after-hours lighting control or a documented centralized activation process.
- **Landscaping and maintenance:** Increase collaboration with PPO on CPTED-based landscaping guidelines (low-profile landscaping, clear sightlines).
- **Exterior doors:** Inspect and evaluate updates for exterior doors that could be compromised and delay responder access.

District Findings & Recommendations

Fencing | Perimeter & Site

Finding: 83 District locations (38%) report a fencing project need (26% rate it a high-priority project need), with 56 sites (26%) reporting the need to consider fencing enhancement.

Recommendation: Complete TAPS25 fencing work at 50 schools, evaluate where more defined exclusive zones are needed, then prioritize additional enhancements where perimeters need strengthening.

Signage | Perimeter & Site

Finding: 83 District locations (38%) report a signage project need; 34% rate it a high-priority project need, with most needs at Level 1 for upgrades and way-finding signage.

Recommendation: Evaluate and update outdated signage, following District safety signage standards, prioritizing wayfinding and addressing needs of visitor direction, entry points, exterior door and room numbering for responders where campus layout changes may have made existing signage imprecise.

2026-2027 SSRA Findings and Associated School Safety Specialist Recommendations

Charter Locations

These findings are not listed in order of importance or priority.

Charter Findings & Recommendations

Signage | Perimeter & Site

Finding: 47 Charter locations (75%) report a signage project need; 60% rate it a high-priority project need, the largest high-priority share of any Charter project.

Recommendation: Share a recommended safety signage standard (visitor direction, entry points, exterior door and room numbering for responders) that Charter operators can adopt.

***Some of these reports may be related to allowability from ordinances or landlord agreements.

Fencing | Perimeter & Site

Finding: 46 Charter locations (73%) report a fencing project need; 46% rate it a high-priority project need.

- 29 Charter locations (51%) report perimeter fencing and gate gaps.

Recommendation: Encourage Charter operators to prioritize fencing, gate, and perimeter needs by validated site risk, addressing high-priority areas first.

- Offer technical guidance on site risk, egress, visibility, feasibility, and lifecycle considerations for fencing and gate projects.
- Some of these reports may be related to allowability from ordinances or landlord agreements.

Charter Findings & Recommendations

Access Control & Entryway Hardening | Technology • Building Envelope & Interior

Finding: 23 Charter locations (41%) report a need to expand access control.

- **Entryway Hardening:** 42 Charter locations (67%) report an entryway hardening need; 37% rate it a high-priority project need.

Recommendation: Guide Charter operators to evaluate access-control additions by door criticality and risk, paired with alert coverage and operator training.

- **Entryway Hardening:** Encourage Charter operators to scope entryway hardening with door locks, access control, and window hardening as one entry-security package, with District guidance.

Video Surveillance Equipment | Technology

Finding: 51 Charter locations (81%) report a video surveillance project need, the most widely reported Charter project; 56% rate it a high-priority project need.

Recommendation: Encourage Charter operators to address camera coverage gaps and end-of-life replacements, sequencing high-priority sites first; the District can provide guidance and camera-system training resources.

Charter Findings & Recommendations

Handheld Radios | Technology

Finding: 43 Charter locations (68%) report a need for handheld radios for security staff and monitors; 56% rate it a high-priority project need.

- 17 Charter locations (27%) report gaps in backup communications.

Recommendation: Provide guidance on recommended radio allocation for security staff and monitors; encourage Charter operators to procure radios and coordinate with radio coverage testing.

- Share information on backup-communications procedure best-practices; encourage an annual training/exercises with corrective actions.

First Responder Communication | Technology

Finding: Cellular dead spots are reported at 22% of Charter locations (13 sites); this is a screening indicator, not a direct measure of public-safety radio coverage.

Recommendation: Encourage Charter operators to complete radio-specific coverage testing to guide their own capital decisions; the District can share cellular dead-spot results as a screening indicator.

Charter Findings & Recommendations

Emergency Communications | Technology

Finding: 43 Charter locations (68%) lack emergency alerts on all networked computer screens.

- **Student-Space Landline Access:** 25 Charter locations (40%) lack landline access in student-occupied spaces.

Recommendation: Share District guidance on network-screen alerts; encourage Charter operators to set milestones, testing, and closure verification.

- **Student-Space Landline Access:** Encourage Charter operators to confirm landline access across campuses and define upgrades or compensating controls.

Incident Command Training | Training

Finding: 17 Charter locations (27%) report gaps in incident-command training for leadership teams.

Recommendation: Enhance collaboration with Charters to conduct District incident-command training for Charter leadership teams; encourage Charter operators to track completion and refreshers.

2026-2027 SSRA Findings and Associated School Safety Specialist Recommendations

Ensuring Timely and Accurate SSRA Data Reporting

Overall Findings & Recommendations

Assessment Training | All Locations

Finding: School-based staff need additional guidance and support to complete the SSRA appropriately, given the assessment's length and range of topics, so submissions are timely and accurate.

Recommendation: Enhance pre-SSRA training and communication on appropriate assessment completion and identify additional training/support sessions to improve the timeliness and accuracy of submissions.

Self-Reported Data Validation | All Locations

Finding: Assessment rates are self-reported and would benefit from additional site or technical validation.

Recommendation: Strengthen the existing review process, given the length and scope of the assessments, to validate SSRA results more comprehensively using site checks, technical reviews, and documented evidence, further increasing confidence in the data guiding decision-making.

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

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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

Status: ORIGINAL

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

2026-10-13	Regular School Board Meeting
CATEGORY:	F. Financial Management
DEPARTMENT:	Grants Administration

Agenda Item Number:	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 $62,188. 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 $62,188.

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 Sep 23,

Electronic Signature

Form $4189 Revised 9/26

HH/JJS

Approved in Open Board Meeting On: October 13, 2026

By: _____

School Board Chair

For more information, please contact:

Name: Dr. Angela R. Fulton
Title: Deputy Superintendent
Phone: 754-321-2100

EXECUTIVE SUMMARY

The Dick's Sporting Goods Foundation Sports Matter Initiative Grant Application

Board Meeting Date: October 13, 2026

Requested Action
Approve the post-submission The Dick's Sporting Goods Foundation Sports Matter Initiative 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 $25,000 in funding to support the school's athletic programs.
If the Board Votes "No":	• If this grant application is not approved, Hallandale High School will lose $25,000 in funding to support the school's athletic programs.
Alignment to 2027 Strategic Goals and Guardrails	• Guardrail 3: School Support
Measurable Outcome(s)/Return on Investment	• Provide students with athletic equipment, uniforms, and safety gear for the school's athletics program.

Background/History
Hallandale High School has been awarded funding to expand equitable access to athletic opportunities for student athletes. Grant funds will be used to purchase athletic equipment, uniforms, and safety gear; provide transportation to competitions and athletic events; and support improvements to athletic facilities, including repairs and upgrades needed to create safer practice and competition environments. The funding will benefit more than 200 students participating in 11 athletic programs, including football, basketball, volleyball, soccer, baseball, track and field, tennis, wrestling, bowling, cheerleading, and flag football. The project will help ensure that all students, regardless of socioeconomic status, have access to high-quality athletic experiences that promote academic success, leadership development, teamwork, healthy lifestyles, and lifelong personal growth.

The Dick's Sporting Goods Foundation Sports Matter Initiative Grant is a new grant for the 2026-2027 school year. Under-resourced 501c3 organizations, schools and community youth sports teams are eligible to apply. Hallandale High School has been awarded $25,000 in funding. This grant will be managed by the school. For more information, please contact Paula Peters, Principal of Hallandale High School.

Agreement Terms and Financial Impact

The following information provides a detailed summary of the contract agreement summary, financial impact of this item, including funding allocation, budget authority, fiscal year expenditures, and any current or future financial obligations.

Table A: Agreement Summary, Multi-Year Analysis, and Procurement Method
A summary of the contract agreement terms, including the multi-year financial breakdown and total projected cost. This table also identifies the procurement method utilized to ensure transparency and alignment with District purchasing requirements.

Contract Term:	N/A
Multi-Year Agreement:	N/A
Procurement Method:	N/A

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

Budget Impact Summary Statement:
The positive financial impact is $25,000. The source of funds is The Dick's Sporting Goods 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	10/13/2026	The Dick's Sporting Goods Foundation	$25,000
Total Grant Amount				**$25,000**

School Impact, Stakeholder Engagement, and Implementation Considerations

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

Impact on Schools	Hallandale High School will be positively impacted with additional funds for their athletic programs.
School Selection/Prioritization	Under-resourced 501c3 organizations, schools and community youth sports teams are eligible to apply.
Community / Stakeholder Engagement	N/A
End User Input	N/A
Technology / Capital Expected Lifecycle / Replacement Cycle	N/A

Additional Backup: N/A

For more information, please contact:

Name: Dr. Angela R. Fulton
Title: Deputy Superintendent
Phone: 754-321-2100

EXECUTIVE SUMMARY

FranklinCovey Education Grant Application

Board Meeting Date: October 13, 2026

Requested Action
Approve the post-submission FranklinCovey 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, Lake Forest Elementary School will receive $22,250 in in-kind funding for the Leader in Me program.
If the Board Votes "No":	• If this grant application is not approved, Lake Forest Elementary School will lose $22,250 in in-kind funding for the Leader in Me program.
Alignment to 2027 Strategic Goals and Guardrails	• Guardrail 3: School Support
Measurable Outcome(s)/Return on Investment	• Provide "real-world" connections through access to leadership learning opportunities implemented through the Leader in Me program.

Background/History
Lake Forest Elementary School has received $22,250 in in-kind funding from FranklinCovey Education. The Leader in Me is a PK-12 framework that helps students, educators, and families develop leadership, life, and interpersonal skills that foster academic growth, personal responsibility, and a positive school culture. Through this initiative, the school will strengthen leadership development opportunities, promote student empowerment, and build a collaborative learning environment focused on continuous growth and achievement. 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 FranklinCovey Education Grant is a new grant for the 2026-2027 school year. All PK-12 schools are eligible to apply. Lake Forest Elementary School has been awarded $22,250 in funding. This grant will be managed by the school. For more information, please contact Denise Dopico-Lizano, Principal of Lake Forest 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 $22,250 in in-kind. The source of the funding is FranklinCovey Education. There is an additional financial impact to the District of $16,790 over three years. The source of additional funding will be General Funds and Title 1 Funds.

Grant Budget Impact

Fiscal Year	History of Past Board Action	Date	Funding Source	Amount
FY27	New grant	10/13/2026	FranklinCovey Education	$22,250
Total Grant Amount				**$22,250**

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	Lake Forest Elementary School will be positively impacted with additional funds for their Leader in Me program.
School Selection/Prioritization	All PK-12 schools are eligible to apply.
Community / Stakeholder Engagement	N/A
End User Input	N/A
Technology / Capital Expected Lifecycle / Replacement Cycle	N/A

Additional Backup: N/A

For more information, please contact:

Name: Dr. Angela R. Fulton
Title: Deputy Superintendent
Phone: 754-321-2100

EXECUTIVE SUMMARY

Sprouts Healthy Communities Foundation Grant Application

Board Meeting Date: October 13, 2026

Requested Action
Approve the post-submission Sprouts Healthy Communities Foundation Grant application.

General Information

The following information outlines the governing authority, districtwide implications, historical background, strategic alignment with the 2027 goals and guardrails, and the anticipated measurable outcomes and return on investment related to this agenda item.

District-zone Impact/Board Member: District 7	
School Board Policy Requirement	• N/A
Statutory Requirement	• N/A
If the Board Votes "Yes":	• If this grant application is approved, Deerfield Beach Elementary School will receive $5,000 in funding to support the school's garden initiative, The Parrot Patch.
If the Board Votes "No":	• If this grant application is not approved, Deerfield Beach Elementary School will lose $5,000 in funding to support the school's garden initiative, The Parrot Patch.
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
Deerfield Beach Elementary School was awarded funding to support The Parrot Patch, a school garden initiative designed to transform the school's underutilized butterfly garden into a thriving outdoor learning environment. Grant funds will be used to restore and enhance the garden through the purchase of raised garden beds, soil, seedlings, pollinator-friendly plants, gardening tools, outdoor learning materials, and nutrition education resources, as well as support for after-school Garden Club activities. Students will engage in hands-on gardening, nutrition education, food tastings, and cooking demonstrations that promote healthy lifestyles, environmental stewardship, and experiential learning. 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 Sprouts Healthy Communities Foundation Grant is a new grant for the 2026-2027 school year. 501(c)(3) nonprofits organizations operating in communities where Sprouts Farmers Market has stores were eligible to apply. Deerfield Beach Elementary School has been awarded $5,000 in funding. This grant will be managed by the school. For more information, please contact Michelle Griffiths, Principal of Deerfield Beach 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 $5,000. The source of funds is the Sprouts Healthy Communities 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	10/13/2026	Sprouts Healthy Communities Foundation	$5,000
Total Grant Amount				**$5,000**

School Impact, Stakeholder Engagement, and Implementation Considerations

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

Impact on Schools	Deerfield Beach Elementary School will be positively impacted with additional funds for their garden initiative, The Parrot Patch.
School Selection/Prioritization	501(c)(3) nonprofits organizations operating in communities where Sprouts Farmers Market has stores were eligible 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

Toshiba American Foundation Grant Application

Board Meeting Date: October 13, 2026

Requested Action
Approve the post-submission Toshiba American Foundation Grant application.

General Information

The following information outlines the governing authority, districtwide implications, historical background, strategic alignment with the 2027 goals and guardrails, and the anticipated measurable outcomes and return on investment related to this agenda item.

District-zone Impact/Board Member: District 7	
School Board Policy Requirement	• N/A
Statutory Requirement	• N/A
If the Board Votes "Yes":	• If this grant application is approved, Coconut Creek K-8 Academy of Excellence will receive $4,560 in funding to support the school's hands-on science initiative.
If the Board Votes "No":	• If this grant application is not approved, Coconut Creek K-8 Academy of Excellence will lose $4,560 in funding to support the school's hands-on science initiative.
Alignment to 2027 Strategic Goals and Guardrails	• Goal 3: Science Proficiency • Guardrail 3: School Support
Measurable Outcome(s)/Return on Investment	• Provide hands-on learning experiences to increase the understanding of Florida ecosystems and habitats.

Background/History
Coconut Creek K-8 Academy of Excellence has been awarded funding to implement Florida Alive: A Living Ecosystem, a hands-on science initiative benefiting students in grades 5 through 7. Grant funds will support the development of a living ecosystem laboratory featuring four small tanks that represent Florida's mangrove, freshwater Everglades slough, reef, and upland spring habitats. Through water chemistry testing, species observation, and ecosystem monitoring, students will explore the connections among Florida's natural environments and apply concepts in Earth and space science, life science, and physical science. 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 Toshiba American Foundation Grant is a new grant for the 2026-2027 school year. K-12 teachers with project-based learning initiatives are eligible to apply. Coconut Creek K-8 Academy of Excellence has been awarded $4,560 in funding. This grant will be managed by the school. For more information, please contact Jocelyn Reid, Principal of Coconut Creek K-8 Academy of Excellence.

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 $4,560. The source of funds is the Toshiba American 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	10/13/2026	Toshiba American Foundation	$4,560
Total Grant Amount				**$4,560**

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	Coconut Creek K-8 Academy of Excellence will be positively impacted with additional funds for their hands-on science initiative.
School Selection/Prioritization	K-12 teachers with project-based learning initiatives are eligible to apply.
Community / Stakeholder Engagement	N/A
End User Input	N/A
Technology / Capital Expected Lifecycle / Replacement Cycle	N/A

Additional Backup: N/A

For more information, please contact:

Name: Dr. Angela R. Fulton
Title: Deputy Superintendent
Phone: 754-321-2100

EXECUTIVE SUMMARY

Dollar General Literacy Foundation Grant Application

Board Meeting Date: October 13, 2026

Requested Action
Approve the post-submission Dollar General Literacy Foundation Grant application.

General Information

The following information outlines the governing authority, districtwide implications, historical background, strategic alignment with the 2027 goals and guardrails, and the anticipated measurable outcomes and return on investment related to this agenda item.

District-zone Impact/Board Member: District 1	
School Board Policy Requirement	• N/A
Statutory Requirement	• N/A
If the Board Votes "Yes":	• If this grant application is approved, Apollo Middle School will receive $2,628 in funding to support the school's Extended Learning Opportunities (ELO) Literacy & Tutoring Program.
If the Board Votes "No":	• If this grant application is not approved, Apollo Middle School will lose $2,628 in funding to support the school's ELO Literacy & Tutoring Program.
Alignment to 2027 Strategic Goals and Guardrails	• Guardrail 3: School Support
Measurable Outcome(s)/Return on Investment	• Provide students with literacy support through technology integration.

Background/History
Apollo Middle School has been awarded funding to support the school's ELO Literacy & Tutoring Program. The program will provide after-school small-group literacy tutoring for approximately 30 seventh-grade students performing in the bottom 25% on FAST assessments, including below-grade-level readers, English language learners, and students with learning disabilities. Grant funds will be used to purchase a Promethean interactive board, a fixed stand, and student headphones to enhance literacy instruction through interactive lessons, reading comprehension activities, vocabulary development, and standards-aligned practice. Funding will also support instructional materials and student snacks to encourage attendance and sustained engagement during extended learning sessions. 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 Dollar General Literacy Foundation Grant is a new grant for the 2026-2027 school year. Schools, public libraries, and nonprofit organizations who help K-12 students that are below grade level or having trouble reading were eligible to apply. Apollo Middle School has been awarded $2,628 in funding. This grant will be managed by the school. For more information, please contact Shadrack Henry, Principal of Apollo 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 $2,628. The source of funds is the Dollar General Literacy 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	10/13/2026	Dollar General Literacy Foundation	$2,628
Total Grant Amount				**$2,628**

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	Apollo Middle School will be positively impacted with additional funds for their ELO Literacy & Tutoring Program.
School Selection/Prioritization	Schools, public libraries, and nonprofit organizations who help K-12 students that are below grade level or having trouble reading 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

Peter R. Marsh Foundation High School Pathways Club Grant Application

Board Meeting Date: October 13, 2026

Requested Action
Approve the post-submission Peter R. Marsh Foundation High School Pathways Club 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, Dave Thomas Education Center will receive $1,750 in funding to support the college, career, and life exploration program.
If the Board Votes "No":	• If this grant application is not approved, Dave Thomas Education Center will lose $1,750 in funding to support the college, career, and life exploration program.
Alignment to 2027 Strategic Goals and Guardrails	• Guardrail 3: School Support
Measurable Outcome(s)/Return on Investment	• Provide students with the tools to foster belonging, recognition, and success in their everyday school lives.

Background/History
Dave Thomas Education Center has been awarded funding to establish and operate a Pathways Club supporting students experiencing challenges such as low attendance and food or housing insecurity. Grant funds will support weekly club meetings, student wellness discussions, individualized connections to resources, and volunteer opportunities that encourage members to give back to their community. Club members will participate in at least two off-campus community service activities totaling 10 hours of service and will receive recognition for their contributions within the school and broader community. Through these activities, the program will promote student engagement, strengthen connections to support services, and provide meaningful opportunities for personal growth and community involvement.

The Peter R. Marsh Foundation High School Pathways Club Grant is a new grant for the 2026-2027 school year. Title I high schools wishing to establish or maintain a compliant Pathways Club are eligible to apply. Dave Thomas Education Center has been awarded $1,750 in funding. This grant will be managed by the school. For more information, please contact Synithia Crawford, Principal of Dave Thomas Education Center.

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 $1,750. The source of funds is the Peter R. Marsh 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	10/13/2026	Peter R. Marsh Foundation	$1,750
Total Grant Amount				**$1,750**

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	Dave Thomas Education Center will be positively impacted with additional funds for their college, career, and life exploration program.
School Selection/Prioritization	Title I high schools wishing to establish or maintain a compliant Pathways Club are eligible to apply.
Community / Stakeholder Engagement	N/A
End User Input	N/A
Technology / Capital Expected Lifecycle / Replacement Cycle	N/A

Additional Backup: N/A

For more information, please contact:

Name: Dr. Angela R. Fulton
Title: Deputy Superintendent
Phone: 754-321-2100

EXECUTIVE SUMMARY

Coral Springs Coconut Creek Regional Chamber of Commerce Education Foundation Micro Grant Applications

Board Meeting Date: October 13, 2026

Requested Action
Approve the post-submission Coral Springs Coconut Creek Regional Chamber of Commerce Education Foundation Micro Grant applications.

General Information

The following information outlines the governing authority, districtwide implications, historical background, strategic alignment with the 2027 goals and guardrails, and the anticipated measurable outcomes and return on investment related to this agenda item.

District-zone Impact/Board Member: District 4	
School Board Policy Requirement	• N/A
Statutory Requirement	• N/A
If the Board Votes "Yes":	• If these grant applications are approved, Park Springs Elementary School will receive $550 in funding to support the school's STEM program and Sensory Speech Sound Lab.
If the Board Votes "No":	• If these grant applications are not approved, Park Springs Elementary School will lose $550 in funding to support the school's STEM program and Sensory Speech Sound Lab.
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 program and Sensory Speech Sound Lab.

Background/History
Park Springs Elementary School was awarded two grants to support innovative, hands-on learning opportunities for their students. A $250 grant will go towards enhancing its Multisensory Speech Sound Lab by providing resources that support speech and language development through engaging, interactive learning experiences for students receiving speech services. An additional $300 grant is for the Engineering Motion: Marble Roller Coaster STEM Challenge, which will provide materials for students to explore engineering design, problem-solving, and STEM concepts through the creation and testing of marble roller coaster systems. Altogether, the grant funding will expand experiential learning opportunities, strengthen student communication and critical thinking skills, and support innovative classroom initiatives that foster academic engagement and student success.

The Coral Springs Coconut Creek Regional Chamber of Commerce Education Foundation Micro Grants are new grants for the 2026-2027 school year. All Coral Springs and Coconut Creek schools were eligible to apply. Park Springs Elementary School has been awarded $550 in funding. These grants will be managed by the school. For more information, please contact Kathy Good, Principal of Park Springs 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 $550. 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 grants	10/13/2026	Coral Springs Coconut Creek Regional Chamber of Commerce Education Foundation	$550
Total Grant Amount				**$550**

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	Park Springs Elementary School will be positively impacted with additional funds for their STEM program and Sensory Speech Sound Lab.
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

Coral Springs Coconut Creek Regional Chamber of Commerce Education Foundation Micro Grant Application

Board Meeting Date: October 13, 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, Lyons Creek Middle School will receive $450 in funding to support the school's non-verbal and limited verbal students.
If the Board Votes "No":	• If this grant application is not approved, Lyons Creek Middle School will lose $450 in funding to support the school's non-verbal and limited verbal students.
Alignment to 2027 Strategic Goals and Guardrails	• Guardrail 3: School Support
Measurable Outcome(s)/Return on Investment	• Provide visual supports and communication materials to increase engagement for non-verbal and limited verbal students.

Background/History
Lyons Creek Middle School was awarded funding to support the project, Enhancing Communication for Non-Verbal and Limited Verbal Students. Grant funds will be used to purchase supplies that will enable teachers and therapists to create customized visual supports, communication boards, schedules, and instructional materials for students with significant communication needs. The project is designed to improve communication, increase student independence, enhance classroom engagement, and expand access to academic content for approximately 25 non-verbal and limited verbal students.

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. Lyons Creek Middle School has been awarded $450 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 $450. 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	10/13/2026	Coral Springs Coconut Creek Regional Chamber of Commerce Education Foundation	$450
Total Grant Amount				**$450**

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 non-verbal and limited verbal students.
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

Status: ORIGINAL

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

2026-10-13	Regular School Board Meeting
CATEGORY:	F. Financial Management
DEPARTMENT:	Accounting & Financial Reporting

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

TITLE:

Surplus of Tangible Personal Property for the Period Ended August 31, 2026

REQUESTED ACTION:

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

RATIONALE:

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

EXHIBITS:

- Executive Summary
- Surplus Report August 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 Sep 18,

Electronic Signature

Form $4189 Revised 9/26

HH/JJS

Approved in Open Board Meeting On: October 13, 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 August 31, 2026

Board Meeting Date: October 13, 2026

Requested Action: Approve the Surplus of Tangible Personal Property for the Period Ended August 31, 2026.

General Information

The following information outlines the governing authority, districtwide implications, historical background, strategic alignment with the 2027 goals and guardrails, and the anticipated measurable outcomes and return on investment related to this agenda item.

District-zone Impact/Board Member: District-wide	
School Board Policy Requirement	• Policy 3024: Property Accountability and Responsibility.
Statutory Requirement	• Florida Statute 274.07.
If the School Board votes "Yes"	• The District will be following statutory requirements per Florida Statute 274.07.
If the School Board votes "No"	• The District will continue to carry obsolete Tangible Personal Property in the District's financial records and the District will be out of compliance with statutory requirements per Florida Statute 274.07.
Alignment to the 2027 Strategic Goals and Guardrails	• Business Operations.
Measurable Outcome(s)/Return on Investment	• There is no Return on Investment since these items have zero and/or minimal book value and in most cases exceeded their useful life. Per Florida Statute 274.07, proper and timely disposition of the District's surplus of Tangible Personal Property is required.

Background/History

The surpluses of tangible personal property shall be submitted to the Board pursuant to Florida Statute 274.07, which requires "the disposal of property shall be recorded in the minutes of the governmental unit." This item includes a Surplus of Tangible Personal Property for the period ended August 31, 2026, with a net book value of $540.84. The net book value is an accounting term used to describe the cost of an asset, less accumulated depreciation, or amortization. Items recommended for a surplus are reviewed and approved by the Surplus Committee. All items will be disposed of as prescribed by law.

Agreement Terms and Financial Impact

The following information provides a detailed summary of the contract agreement summary, financial impact of this item, including funding allocation, budget authority, fiscal year expenditures, and any current or future financial obligations.

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

Agreement Term:	N/A
Multi-Year Agreement:	N/A
Procurement Method:	**Piggyback Agreement** (Yes/No): N/A **Acquisition Method**: N/A

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

Budget Impact Summary Statement:

- There is no financial impact to the District.

New / Current Requested Agreement Authority		
Agreement Authority Terms	**Length of Agreement Terms**	**Total Agreement Amount**
N/A	N/A	N/A

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

Current Fiscal Year Budget Authority

Fiscal Year	Length of Agreement Terms	Budget Fund	Amount	Included in Budget (Y/N)
FY26	N/A	N/A	N/A	N/A
Future Fiscal Year Budget Authority *(Subject to Board Budget Approval)*				
Future Fiscal Year(s)	**Length of Agreement Terms**	**Budget Fund**	**Amount**	
FY27	N/A	N/A	N/A	

School Impact, Stakeholder Engagement, and Implementation Considerations

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

Impact on Schools	N/A
School Selection /Prioritization	N/A
Community/ Stakeholder Engagement	N/A
End-User Input	N/A
Technology/Capital Expected Lifecycle/Replacement Cycle	N/A

Additional Backup: Surplus Report is attached.

LOC # 0951

The School Board of Broward County, Florida
Capital Assets Activity Form
Surplus Declaration Transfer

Submit Surplus / Transfer Form to B-Stock

☒ ***SURPLUS** (Principal / Director authorization signature required)

☐ **TRANSFER** (both issuing and receiving Principal / Director authorization signatures required)

B-Stock Transfer #:_____

Transfer Assistance Required: ☒ YES ☐ NO

Issuing Location #: 0951
Location Name: Fort Lauderdale High
Contact Name: Koby Montenegro
Phone #: 754-322-1199

Receiving Location #: SURPLUS
Location Name: REGENCY TECHNOLOGIES
Contact Name: Michael Marino
Phone #: 754-321-4335

	BPI Number *Refer to Asset Record download as needed*	Serial Number	Model Number	Equipment Description	Obsolete	Broken
1	06-82699	09510016		WRESTLING MATS	☐	☐
2	18-00992	NONE		High jump pit	☐	☐
3	87-30398	C-0714		MACHINE, JUGS CURVEBALL PITCHING	☐	☐

RECEIVED
ACCOUNTING & FINANCIAL
REPORTING DEPARTMENT
2026 AUG 25 PM 1:53
THE SCHOOL BOARD OF
BROWARD COUNTY, FLORIDA

Equipment Transfer / Surplus Approved by: _____ Date: 08/13/2026
Principal / Director (per Policy 3204)

Released by: Koby Montenegro, Tech Support Specialist I Date: 08/13/2026
Please Print Name, Title

Transfer Received by: _____ Date: ___/___/_____
Principal / Director (per Policy 3204)

Transfer Delivered by: _____ Date: ___/___/_____
Please Print Name, Title

Form #3290A
Rev. 07/08

*Pick-Up Verification document from a SBBC approved removal agent should be retained for Audit Purposes as well (SURPLUS).

Outlook

Fw: Capital Assets Bulk Pick Up FLHS 0951

From Michael D. Marino <michael.d.marino@browardschools.com>
Date Mon 8/24/2026 6:14 AM
To Meena S. Tharayil <meena.tharayil@browardschools.com>; Joseph M. Douglas <joseph.douglas@browardschools.com>

3 attachments (3 MB)
8.21.26 0951 3290a B-Stock Sheet.pdf; 8.21.26 0951 3290a B-Stock Form.pdf; Images.pdf;

Good morning Meena and Joseph,

I hope all is well. Please see the email below from Ms. Brown, Principal of Fort Lauderdale High School. The school is being pressured by the surrounding neighborhood to remove certain equipment. The only item that has not yet reached its useful life is the high jump pads. I have documented everything through email and an Incident IQ ticket. May I proceed with advising them to dispose of the items?

Michael Marino
Supervisor
B-Stock | Central Processing Lab | Mail Services | Textbook Warehouse
Procurement & Warehousing Services
Broward County Public Schools
3901 NW 10th Ave
Fort Lauderdale, FL 33309
Office: (754) 321-4335
Cell: (954) 825-9499
Michael.D.Marino@BrowardSchools.com

Procurement & Warehousing Services
Broward County Public Schools

Warehousing Services Overview

We Value Your Feedback!

Browardschools.com/customerservicedepartments

From: Erin B. Brown <erin.pashleybrown@browardschools.com>
Sent: Friday, August 21, 2026 1:15 PM
To: Broward County Public Schools Capital Assets <BCPSCapitalAssets@browardschools.com>
Cc: RJ Ramautar <rajesh.ramautar@browardschools.com>; Koby R. Montenegro <koby.montenegro@browardschools.com>; Michael D. Marino <michael.d.marino@browardschools.com>;

Established 1915
BROWARD
County Public Schools

Erin Brown, Principal
FORT LAUDERDALE HIGH SCHOOL

PHONE: 754-322-1100 **FAX:** 754-322-1230 **EMAIL:** erin.pashleybrown@browardschools.com

DATE: August 25, 2026

TO: Meena Tharayil, Accountant IV
Accounting and Financial Reporting

FROM: Erin Brown, Principal
Fort Lauderdale High School

SUBJECT: **REMOVAL OF BROKEN EQUIPMENT**

Attached you will find equipment that is broken and unusable. We need the equipment removed from our school right away please.

The items are as follows:

Property #06-82699 — Wrestling Mats — Serial 09510016
Property #18-00992 — High Jump Pit — Serial: None-Net book value $590.00
Property #87-30398 — Jugs Curveball Pitching Machine — Serial C-0714

The signed 3290A form and photographs documenting the condition of the items are attached for your review.

Thank you for your immediate attention to this and please let us know when it is ok to have B-Stock remove of the items once it is off our Capital Assets report.

EB:ma
Attachments

Copy: Dr. Ted Toomer
Haleh Darbar

High Jump P... Open with Preview

Pitching Machine 1...

Open with Preview

High Jump Pit 2.png

Open with Preview

Wreslting Mats 1.p... Open with Preview

Type	Inventory Number	Unit Cost	Description	Serial Number	Room Number	Label
Athletics	06-82699	9,998.57	WRESTLING MATS	09510016	502	
Athletics	18-00992	5,900.00	High Jump Pit	NONE	Field	
Athletics	87-30398	1,145.00	MACHINE, JUGS CURVEBALL PITCHING	C-0714	Field	

Outlook

FW: FLHS Grounds Issues

From Meena S. Tharayil <meena.tharayil@browardschools.com>
Date Tue 8/25/2026 2:04 PM
To Joseph M. Douglas <joseph.douglas@browardschools.com>
Cc Broward County Public Schools Capital Assets <BCPSCapitalAssets@browardschools.com>

Hello Joseph,

Please attach all the emails as back up.

Thankyou,

Meena Tharayil
Accountant IV
Accounting & Financial Reporting Department
Broward County Public Schools
600 SE Third Ave
Ft. Lauderdale, FL 33301
(754)321-2292
meena.tharayil@browardschools.com

"Do not allow yourself to be disheartened by any failure as long as you have done your best"-Mother Teresa
"We can do no great things; only small things with great love." – Mother Teresa

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Under Florida law, e-mail addresses, and all forms of communications, including e-mail communications, made or received in connection with the transaction of School Board business are public records, which must be retained as required by law and must be disclosed upon receipt of a public records request, except as may be excluded by federal or state laws. If you do not want your e-mail address released in response to a public records request, do not send electronic mail to this entity. Instead, contact this office by phone.

The School Board of Broward County, Florida expressly prohibits bullying, including cyberbullying, by or towards any student or employee. See Policy 5.9: Anti-Bullying for additional information.

From: Erin B. Brown <erin.pashleybrown@browardschools.com>
Sent: Tuesday, August 25, 2026 12:25 PM
To: Meena S. Tharayil <meena.tharayil@browardschools.com>
Subject: Fw: FLHS Grounds Issues

Erin B. Brown

Principal

Fort Lauderdale High School

1600 NE 4th Avenue

Fort Lauderdale FL 33305

Phone: 754-322-1138

Strong and True, White and Blue

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Under Florida law, email addresses, and all forms of communications, including email communications, made or received in connection with the transaction of School Board business

are public records, which must be retained as required by law and must be disclosed upon receipt of a public records request, except as may be excluded by federal or state laws. If you do not want your email address released in response to a public records request, do not send electronic mail to this entity. Instead, contact this office by phone.
The School Board of Broward County, Florida expressly prohibits bullying, including cyberbullying, by or towards any student or employee. See Policy 5900: Anti-Bullying for additional information.

From: Sarah M. Leonardi <sarah.leonardi@browardschools.com>
Sent: Monday, August 17, 2026 1:11 PM
To: Troy Liggett <tdliggett@gmail.com>; Howard D. Hepburn <howard.hepburn@browardschools.com>; John J. Sullivan <johnj.sullivan@browardschools.com>; Brandon J. Pitman <brandon.pitman@browardschools.com>; Mark D. Dorsett <mark.dorsett@browardschools.com>
Cc: Erin B. Brown <erin.pashleybrown@browardschools.com>; Timothy J. Lawrence <tjlawrence@browardschools.com>; RJ Ramautar <rajesh.ramautar@browardschools.com>; Richard E. Dunbar Iii <richard.dunbar-iii@browardschools.com>; Koby R. Montenegro <koby.montenegro@browardschools.com>; Lydia E. Loray <lydia.loray@browardschools.com>; Michelle Aquino <michelle.aquino@browardschools.com>; John J. Sullivan <johnj.sullivan@browardschools.com>; flhsptsainfo@gmail.com <flhsptsainfo@gmail.com>; Karleen P. Thompson <karleen.thompson@browardschools.com>; Peter Olmedo <peter.olmedo@brightview.com>; Steve C. King <steve.king@browardschools.com>; Isaac Guerra (ILGuerra) <isaac.l.guerra@brightview.com>; Jessica M. Orama <jessica.orama@browardschools.com>
Subject: Re: FLHS Grounds Issues

Good Afternoon Troy,

Thank you for outlining all the issues in such detail, and for offering to help purchase the desired plants and shrubs. I am copying Mr. Dorsett on this email to assist with coordinating this. There are restrictions on what we can plant, but Mr. Dorsett can help walk everyone through this. He can also help with the other physical issues you identified. I remain willing to sit down with everyone to listen and work toward solutions so that your community can feel good about what's happening at FLHS.

Thank you!

Sarah Leonardi
School Board Member, District 3
600 S.E. 3rd Avenue
Fort Lauderdale, FL 33301
954-412-9188 (Cell)
754-321-2003 (Office)
754-321-2700 (Fax)

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The School Board of Broward County, Florida, expressly prohibits bullying, including cyberbullying, by or towards any student or employee. See Policy 5.9: Anti-Bullying for additional information.

From: Troy Liggett <tdliggett@gmail.com>
Sent: Thursday, August 13, 2026 12:27 AM
To: Brandon J. Pitman <brandon.pitman@browardschools.com>
Cc: Erin B. Brown <erin.pashleybrown@browardschools.com>; Sarah M. Leonardi <sarah.leonardi@browardschools.com>; Timothy J. Lawrence <tjlawrence@browardschools.com>; RJ Ramautar <rajesh.ramautar@browardschools.com>; Richard E. Dunbar Iii <richard.dunbar-iii@browardschools.com>; Koby R. Montenegro <koby.montenegro@browardschools.com>; Lydia E. Loray <lydia.loray@browardschools.com>; Michelle Aquino <michelle.aquino@browardschools.com>; John J. Sullivan <johnj.sullivan@browardschools.com>; flhsptsainfo@gmail.com <flhsptsainfo@gmail.com>; Karleen P. Thompson <karleen.thompson@browardschools.com>; Peter Olmedo <peter.olmedo@brightview.com>; Steve C. King <steve.king@browardschools.com>; Isaac Guerra (ILGuerra) <isaac.l.guerra@brightview.com>; Jessica M. Orama <jessica.orama@browardschools.com>; Allen Zeman <Allenzeman@gmail.com>
Subject: Re: FLHS Grounds Issues

CAUTION: This email originated from an external source. Use caution when replying, clicking links, or opening attachments.

Ms. Brown and Mr. Pitman -

Good evening.

Because you were unable to meet this evening, I spent the time talking to many of the neighbors who had planned to attend the meeting. I have summarized their collective thoughts below for your consideration. Generally, this is what you would have heard from us if we had the opportunity to meet.

As an initial matter, know that we're willing to help any way we can. We would gladly provide volunteers to pick up trash and haul bulk trash to our yards for the city's bulk trash day next Thursday. We are willing to purchase and install native landscaping plants and trees. If you move the storage containers elsewhere on the school grounds, we'd be glad to buy paint to make them look better. That said, here are the neighborhood's general and specific concerns and requests:

1. Concealing the trash and unsecured, unsightly storage containers with a wall of industrial hedges is not the solution. The trash and storage containers look bad from our side of the fence, and they must look just as bad from the school side, and that's not fair to the students or the taxpayers. I understand that Principal Brown shared pictures with staff, but here's a list of what we see:

- The three storage containers should be moved to another location or removed. *At a minimum*, they should be properly secured and painted. This includes the two large storage bins on the east end of the track and the shed in the southeast corner behind the softball field.
- The two riding lawn mowers (both with flat tires; one mower behind the shed and one behind the storage bins) should be removed or moved to an appropriate location. You can tell they haven't been used for a very long time, and it's unlikely they still run considering how long they have been sitting outside.
- All of the "stuff" behind and beside the storage bins needs to be removed or properly stored. Most of it looks like bulk trash.
- The metal structure in the very tall weeds under the tree between the softball and baseball fields should be discarded or moved, and the overgrowth and other debris under the tree needs to be cleared.
- The book bag that has been sitting inside the fence on the east side of the softball field since the spring should be returned to its owner or discarded.

- The "No Parking" sign with the broken post that has been leaning against the fence on the south side of the softball field for at least a year needs to be removed or reinstalled.
- On Saturday, we picked up the trash outside the fence that was under the hedges, but someone should pick up the random trash along the inside of the fence, most notably in the southeast corner behind the softball field.

2. We ask that you ***not*** plant a wall of clusia along the entire fenceline. Foremost, we want you to remove the butchered cocoplum stumps because they will not regenerate for many years, if ever. We would prefer that you replace the hedges with hardy, slow-growing, native plants -- like cocoplum -- that support pollinators and birds, and leave the gaps that currently exist. If you aren't willing to install nature-friendly native plants with gaps, we would prefer NO hedges rather than a long wall of clusia.

We are very familiar with clusia. Clusia is a non-native plant that is not a friendly habitat for pollinators, birds, and fauna. It is a desirable option for a complete visual shield, particularly around parking lots and industrial sites. But we do not want a wall obstructing our view of the ballfields. Frankly, but for the storage bins, bulk trash, and unsightly stumps, most neighbors enjoy the new view. We vocally supported the $3.5 million appropriation for improvements to those fields, and we enjoy seeing the beautiful open space maintained with our tax dollars.

Notably, clusia is notoriously fast-growing, particularly with an irrigation system like around the ballfields. It makes no sense to install a very-fast-growing hedge like clusia that will require frequent trimming. Isn't the fact that the slow-growing, smaller cocoplums became overgrown for lack of maintenance a primary reason why we're having this conversation? Again, please do not plant clusia along the entire fence line.

Finally, what are the plans to deal with the other large shrubs that were cut (other than the cocoplums). As you may know, the crew cut a half dozen of the taller shrubs away from the fence, leaving stumps that probably will not grow back. May we replace them with small native trees or palms? The neighborhood would be glad to purchase and plant them.

3. However you deal with the landscaping, we request that you implement a regular schedule of mowing the grass and picking up the trash outside the fence. As I shared with Principal Brown yesterday, it is our impression that the grass outside the fence is cut only when it gets so tall that we call and complain, and the contractors mow over the trash or throw it under the hedges.

4. Some neighbors are concerned about flooding issues, particularly because of the recent flooding of homes on the east side of NE 7th Avenue. As you may know, the ball fields sit in a natural drainage valley to the river. We fear that the new fence along the south side of the track will further obstruct the drainage patterns, as will a full hedge of clusia. Would you be amenable to adding a swale to the west side of NE 7th Avenue? The city has a swale restoration program that we might be able to employ for free.

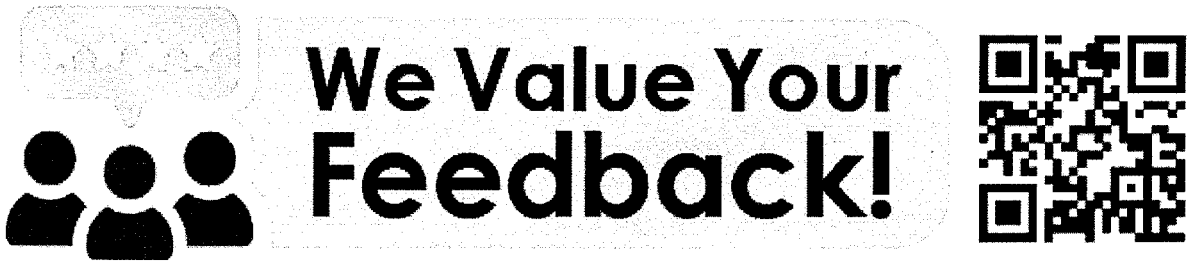
Thank you very much for your patience and your consideration of our comments and concerns. We look forward to working together to make the school and our neighborhood an even better place. Please don't forget that we are ready and willing to help.

Your neighbor,
Troy Liggett
President, Middle River Terrace Neighborhood Association
707 NE 17th Court
317-697-4303

bcc: MRTNA Board Members and Nearby Neighbors

On Tue, Aug 11, 2026 at 10:03 AM Brandon J. Pitman <brandon.pitman@browardschools.com> wrote:

> Good Morning Everyone,
>
> Thank you, everyone, for your patience and understanding during this beautification project.
>
> Initially, we discovered that the existing coco plum shrubs were infested with insects, contained invasive plant material, and had become severely overgrown. Our initial approach was to perform what is called rejuvenation pruning, followed by the removal of invasive weeds and plant material, as well as insect treatment.
>
> I realize the initial appearance of the shrubs was unsightly for the neighborhood. After evaluating the results, we have made the decision to replace the shrubs with a more desirable plant material. We have selected Clusia for the replacement. Clusia is one of the most desirable hedging plants in South Florida and is known for its resistance to insects and many common plant diseases.
>
> We will be planting larger, 15-gallon Clusia plants to help establish the hedge more quickly. However, we ask for everyone's understanding and patience as the new plants will take some time to grow together and develop into a full, beautiful hedge.
>
> Our goal is to maintain the hedge row at approximately 6–8 feet in height, creating an attractive appearance while keeping the landscape manageable and maintenance-friendly.
>
> This work is scheduled to begin next week. I will keep everyone on this email informed throughout the process and provide updates as the project progresses.
>
> I have also attached some example pictures of the Clusia for everyone to reference.
>
> Thank you again for your patience and understanding as we work to improve the appearance of the property and neighborhood.
>
> Thank You,
>
> **Brandon Pitman**
> Grounds Manager
> Physical Plant Operations Division, Grounds
> 2300 College Avenue
> Davie, Florida 33317
> Phone:754-321-4317 Cell:954-913-3064
> brandon.pitman@browardschools.com



From: Erin B. Brown <erin.pashleybrown@browardschools.com>
Sent: Tuesday, August 11, 2026 9:11 AM
To: Troy Liggett <tdliggett@gmail.com>; Sarah M. Leonardi <sarah.leonardi@browardschools.com>; Timothy J. Lawrence <tjlawrence@browardschools.com>; Brandon J. Pitman <brandon.pitman@browardschools.com>
Cc: Timothy J. Lawrence <tjlawrence@browardschools.com>; RJ Ramautar <rajesh.ramautar@browardschools.com>; Richard E. Dunbar Iii <richard.dunbar-iii@browardschools.com>; Koby R. Montenegro <koby.montenegro@browardschools.com>; Lydia E. Loray <lydia.loray@browardschools.com>; Michelle Aquino <michelle.aquino@browardschools.com>; Joseph Deitz <josephdeitz@yahoo.com>; John J. Sullivan <johnj.sullivan@browardschools.com>; flhsptsainfo@gmail.com <flhsptsainfo@gmail.com>; Karleen P. Thompson <karleen.thompson@browardschools.com>
Subject: Re: FLHS Grounds Issues

Good morning, Mr. Liggett and Ms. Leonardi,

I spoke with Brandon Pitman, who works with the BCPS Grounds crew, and he has confirmed that he has plans to replace the hedges that were cut too low by the grounds/landscaping team. He has a whole beautification plan and has purchased 15 gallon shrubs to replace what was cut as he stated those bushes were infected by insects. He will respond to this email with a start date and further information you may need or want.

I had my Athletic Director go out today and assess the pictures you sent and he plans to pick up all of the softball equipment that is out there tomorrow. Our facilities crew will work today and tomorrow to pick up anything else we can. There are a few items out there on our property and inventory that cannot be thrown away at the moment, however after we have time to communicate with the audit team, we will ask Brandon's team to remove it from the property (huge blue track mat, softball pitching machine) since it is too heavy for our staff to lift. We will also work on relocated the working tractor.

I am not able to stay late tomorrow, but I hope this information has provided clarity from the school's end. Brandon can discuss any of the grounds/beautification plans and any questions you may have as he responds to this email. If you still need space for a meeting and/or a rep from the school/grounds team, please let me know, but I hope this email provided enough details to address the concerns. Please give me a call at the school at 754-322-1138 if you would like to discuss any other needs from the community. Take care.

Erin B. Brown

Principal

Fort Lauderdale High School

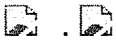
1600 NE 4th Avenue

Fort Lauderdale FL 33305

Phone: 754-322-1138



Strong and True, White and Blue





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communications, made or received in connection with the transaction of School Board business are public records, which must be retained as required by law and must be disclosed upon receipt of a public records request, except as may be excluded by federal or state laws. If you do not want your email address released in response to a public records request, do not send electronic mail to this entity. Instead, contact this office by phone.
The School Board of Broward County, Florida expressly prohibits bullying, including cyberbullying, by or towards any student or employee. See Policy 5900: Anti-Bullying for additional information.

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
LIST OF SURPLUS PROPERTY UNDER $500,000
DATED : August 31st , 2026

BPI NUMBER	ASSET NUMBER	ITEM DESCRIPTION	SERIAL NUMBER	# OF UNITS	DATE OF ACQUISITION	ACQUISITION VALUE	CLASS CODE	LOC #	DATE OF SURLUS	CONDITION	AGE IN YEARS	ESTIMATED USEFUL LIFE	ACCUMULATED DEPRECIATION	NET BOOK VALUE
996106812	120000000297	BUS BODIES, SCHOOL	4DRBUAAL77A346154	1	10/16/2006	66,327.00	012A	9724	8/31/2026	T	20	10	(66,327.00)	-
997103202	190000000999	WAGON STATION 2001 FORD TAURUS	1FAFP58231A247877	1	5/22/2001	16,164.00	019A	9624	8/31/2026	G	25	10	(16,164.00)	-
997103662	190000001390	2007 FORD RANGER/WHITE	1FTYR44UX7PA48328	1	11/9/2006	13,966.00	019A	9624	8/31/2026	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	8/31/2026	T	19	10	(22,447.00)	-
997103635	190000001364	2006 FORD E350XL SUPER D	1FBNE31S46DB20172	1	10/3/2006	19,103.00	019A	9624	8/31/2026	T	20	10	(19,103.00)	-
997103403	190000001158	STATION WAGON FORD TAURUS 2003	1FAFP58U43A233877	1	5/7/2003	16,698.00	019A	9624	8/31/2026	G	23	10	(16,698.00)	-
10-80674	830000000351	Heartstart FRX Defibrilator	B10F00613	1	6/29/2010	1,310.86	083A	9624	8/31/2026	T	16	10	(1,310.86)	-
10-80668	830000000345	Heartstart FRX Defibrilator	B10F01165	1	6/29/2010	1,310.86	083A	9624	8/31/2026	T	16	10	(1,310.86)	-
10-80685	830000000362	Heartstart FRX Defibrilator	B10F00620	1	6/29/2010	1,310.86	083A	9624	8/31/2026	T	16	10	(1,310.86)	-
09-81703	830000000267	AED MACHINE	B09C01791	1	4/14/2009	1,095.00	083A	9624	8/31/2026	T	17	10	(1,095.00)	-
10-80678	830000000355	Heartstart FRX Defibrilator	B10F00839	1	6/29/2010	1,310.86	083A	9624	8/31/2026	T	16	10	(1,310.86)	-
09-81707	830000000271	AED MACHINE	B07E02015	1	4/14/2009	1,095.00	083A	9624	8/31/2026	T	17	10	(1,095.00)	-
10-80671	830000000348	Heartstart FRX Defibrilator	B10F01357	1	6/29/2010	1,310.86	083A	9624	8/31/2026	T	16	10	(1,310.86)	-
09-81719	830000000283	AED MACHINE	B07I00075	1	4/14/2009	1,095.00	083A	9624	8/31/2026	T	17	10	(1,095.00)	-
10-80669	830000000346	Heartstart FRX Defibrilator	B10F00536	1	6/29/2010	1,310.86	083A	9624	8/31/2026	T	16	10	(1,310.86)	-
10-80684	830000000361	Heartstart FRX Defibrilator	B10F01176	1	6/29/2010	1,310.86	083A	9624	8/31/2026	T	16	10	(1,310.86)	-
10-80686	830000000363	Heartstart FRX Defibrilator	B10F01016	1	6/29/2010	1,310.86	083A	9624	8/31/2026	T	16	10	(1,310.86)	-
10-80672	830000000349	Heartstart FRX Defibrilator	B10F00628	1	6/29/2010	1,310.86	083A	9624	8/31/2026	T	16	10	(1,310.86)	-
10-80677	830000000354	Heartstart FRX Defibrilator	B15L-02165	1	6/29/2010	1,310.86	083A	9624	8/31/2026	T	16	10	(1,310.86)	-
10-80691	830000000368	Heartstart FRX Defibrilator	B10F01342	1	6/29/2010	1,310.86	083A	9624	8/31/2026	T	16	10	(1,310.86)	-
09-81708	830000000272	AED MACHINE	B06K01894	1	4/14/2009	1,095.00	083A	9624	8/31/2026	T	17	10	(1,095.00)	-
09-81710	830000000274	AED MACHINE	B07L01140	1	4/14/2009	1,095.00	083A	9624	8/31/2026	T	17	10	(1,095.00)	-
09-81715	830000000279	DEFIBRILLATOR, PHILIPS HEARTSTART FRX	B08D00794	1	4/14/2009	1,095.00	083A	9624	8/31/2026	T	17	10	(1,095.00)	-
09-81725	830000000289	AED MACHINE	B09C01568	1	4/14/2009	1,245.00	083A	9624	8/31/2026	T	17	10	(1,245.00)	-
10-80687	830000000364	Heartstart FRX Defibrilator	B10F00631	1	6/29/2010	1,310.86	083A	9624	8/31/2026	T	16	10	(1,310.86)	-
09-81714	830000000278	AED MACHINE	B08D00592	1	4/14/2009	1,095.00	083A	9624	8/31/2026	T	17	10	(1,095.00)	-
10-04002	830000000322	HEARTSTART FRx DEFIBRILLATOR	B10B-03336	1	3/26/2010	1,310.86	083A	9624	8/31/2026	T	16	10	(1,310.86)	-
09-81727	830000000291	AED MACHINE	B09C01564	1	4/14/2009	1,245.00	083A	9624	8/31/2026	T	17	10	(1,245.00)	-
09-81717	830000000281	AED MACHINE	B06K01390	1	4/14/2009	1,095.00	083A	9624	8/31/2026	T	17	10	(1,095.00)	-
09-81706	830000000270	DEFIBRILLATOR, PHILIPS HEARTSTART FRX	B07I00120	1	4/14/2009	1,095.00	083A	9624	8/31/2026	T	17	10	(1,095.00)	-
10-80689	830000000366	Heartstart FRX Defibrilator	B10F00730	1	6/29/2010	1,310.86	083A	9624	8/31/2026	T	16	10	(1,310.86)	-
10-80688	830000000365	Heartstart FRX Defibrilator	B10F00626	1	6/29/2010	1,310.86	083A	9624	8/31/2026	T	16	10	(1,310.86)	-
10-80680	830000000357	Heartstart FRX Defibrilator	B10F00624	1	6/29/2010	1,310.86	083A	9624	8/31/2026	T	16	10	(1,310.86)	-
10-80676	830000000353	Heartstart FRX Defibrilator	B10F00531	1	6/29/2010	1,310.86	083A	9624	8/31/2026	T	16	10	(1,310.86)	-
09-81712	830000000276	AED MACHINE	B07L01626	1	4/14/2009	1,095.00	083A	9624	8/31/2026	T	17	10	(1,095.00)	-
10-80682	830000000359	Heartstart FRX Defibrilator	B10F01017	1	6/29/2010	1,310.86	083A	9624	8/31/2026	T	16	10	(1,310.86)	-
09-81718	830000000282	AED MACHINE	B07I-00154	1	4/14/2009	1,095.00	083A	9624	8/31/2026	T	17	10	(1,095.00)	-
10-80683	830000000360	Heartstart FRX Defibrilator	B10F00538	1	6/29/2010	1,310.86	083A	9624	8/31/2026	T	16	10	(1,310.86)	-
10-80679	830000000356	Heartstart FRX Defibrilator	B10F00603	1	6/29/2010	1,310.86	083A	9624	8/31/2026	T	16	10	(1,310.86)	-
09-81726	830000000290	AED MACHINE	B06K01887	1	4/14/2009	1,245.00	083A	9624	8/31/2026	T	17	10	(1,245.00)	-
09-81723	830000000287	AED MACHINE	B09C01622	1	4/14/2009	1,245.00	083A	9624	8/31/2026	T	17	10	(1,245.00)	-
09-81709	830000000273	PHILLIPS HEARTSTART FRX	B07I01058	1	4/14/2009	1,095.00	083A	9624	8/31/2026	T	17	10	(1,095.00)	-
10-80690	830000000367	Heartstart FRX Defibrilator	B10F00614	1	6/29/2010	1,310.86	083A	9624	8/31/2026	T	16	10	(1,310.86)	-
10-80692	830000000369	Heartstart FRX Defibrilator	B10F-00615	1	6/29/2010	1,310.86	083A	9624	8/31/2026	T	16	10	(1,310.86)	-
09-81704	830000000268	AED MACHINE	B07L01305	1	4/14/2009	1,095.00	083A	9624	8/31/2026	T	17	10	(1,095.00)	-
09-81724	830000000288	MACHINE, AED HEARTSTART FRX	B07E02256	1	4/14/2009	1,245.00	083A	9624	8/31/2026	T	17	10	(1,245.00)	-
09-81720	830000000284	DEFRIBRILATOR, AED MACHINE	B07L01311	1	4/14/2009	1,095.00	083A	9624	8/31/2026	T	17	10	(1,095.00)	-
09-81705	830000000269	AED MACHINE	B07L01426	1	4/14/2009	1,095.00	083A	9624	8/31/2026	T	17	10	(1,095.00)	-
09-81711	830000000275	AED MACHINE	B07E02007	1	4/14/2009	1,095.00	083A	9624	8/31/2026	T	17	10	(1,095.00)	-
10-80681	830000000358	Heartstart FRX Defibrilator	B10F00840	1	6/29/2010	1,310.86	083A	9624	8/31/2026	T	16	10	(1,310.86)	-
09-81721	830000000285	AED MACHINE	B08D00590	1	4/14/2009	1,095.00	083A	9624	8/31/2026	T	17	10	(1,095.00)	-
10-80673	830000000350	Heartstart FRX Defibrilator	B10F01178	1	6/29/2010	1,310.86	083A	9624	8/31/2026	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	8/31/2026	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	8/31/2026	T	19	5	(1,537.00)	-
20-09543	440000247742	LENOVO THINKCENTRE M720S - i5 (1J)	MJ0CAD4L	1	5/6/2020	660.00	044A	9624	8/31/2026	G	6	5	(660.00)	-
20-09539	440000247738	LENOVO THINKCENTRE M720S - i5 (1J)	MJ0CAD4Q	1	5/6/2020	660.00	044A	9624	8/31/2026	G	6	5	(660.00)	-
20-09537	440000247736	LENOVO THINKCENTRE M720S - i5 (1J)	MJ0CAD4V	1	5/6/2020	660.00	044A	9624	8/31/2026	G	6	5	(660.00)	-
20-09538	440000247737	LENOVO THINKCENTRE M720S - i5 (1J)	MJ0CAD4S	1	5/6/2020	660.00	044A	9624	8/31/2026	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	8/31/2026	T	11	5	(1,344.00)	-
16-02906	440000101157	THINKPAD S1 YOGA 12	MP11MVSF	1	3/14/2016	1,095.00	044A	9624	8/31/2026	T	10	5	(1,095.00)	-
20-09540	440000247739	LENOVO THINKCENTRE M720S - i5 (1J)	MJ0CAD4P	1	5/6/2020	660.00	044A	9624	8/31/2026	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	8/31/2026	T	9	5	(1,360.00)	-
03-06380	560000000190	PROJECTOR,MULTIMEDIA/INFOCUS/HIGHEND, PROXI	1SABPH22600056	1	8/27/2002	3,999.00	056A	9624	8/31/2026	T	24	6	(3,999.00)	-
20-09541	440000247740	LENOVO THINKCENTRE M720S - i5 (1J)	MJ0CAD4N	1	5/6/2020	660.00	044A	9624	8/31/2026	G	6	5	(660.00)	-
20-09536	440000247735	LENOVO THINKCENTRE M720S - i5 (1J)	MJ0CAD4W	1	5/6/2020	660.00	044A	9624	8/31/2026	G	6	5	(660.00)	-

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
LIST OF SURPLUS PROPERTY UNDER $500,000
DATED : August 31st , 2026

BPI NUMBER	ASSET NUMBER	ITEM DESCRIPTION	SERIAL NUMBER	# OF UNITS	DATE OF ACQUISITION	ACQUISITION VALUE	CLASS CODE	LOC #	DATE OF SURLUS	CONDITION	AGE IN YEARS	ESTIMATED USEFUL LIFE	ACCUMULATED DEPRECIATION	NET BOOK VALUE
20-09542	440000247741	LENOVO THINKCENTRE M720S - i5 (1J)	MJ0CAD4M	1	5/6/2020	660.00	044A	9624	8/31/2026	G	6	5	(660.00)	-
997103685	190000001413	2007 FORD E-350 SD CARGO VAN	1FTSE34L17DA11673	1	12/5/2006	15,389.00	019A	9620	8/31/2026	T	20	10	(15,389.00)	-
08-82811	560000001190	EPSON 1715 PROJECTOR	JHZF840581L	1	6/20/2008	1,187.22	056A	9818	8/31/2026	T	18	6	(1,187.22)	-
20-00636	440000235200	LENOVO THINKPAD E490 BUNDLE	PF1Y0K1B	1	10/25/2019	1,063.00	044A	9818	8/31/2026	G	7	5	(1,063.00)	-
20-00638	440000235202	LENOVO THINKPAD E490 BUNDLE	PF1Y3D53	1	10/25/2019	1,063.00	044A	9818	8/31/2026	G	7	5	(1,063.00)	-
20-00639	440000235203	LENOVO THINKPAD E490 BUNDLE	PF1Y3D4N	1	10/25/2019	1,063.00	044A	9818	8/31/2026	G	7	5	(1,063.00)	-
20-00640	440000235204	LENOVO THINKPAD E490 BUNDLE	PF1Y0PJ5	1	10/25/2019	1,063.00	044A	9818	8/31/2026	G	7	5	(1,063.00)	-
20-00641	440000235205	LENOVO THINKPAD E490 BUNDLE	PF1Y0PHP	1	10/25/2019	1,063.00	044A	9818	8/31/2026	G	7	5	(1,063.00)	-
20-00642	440000235206	LENOVO THINKPAD E490 BUNDLE	PF1Y0PH4	1	10/25/2019	1,063.00	044A	9818	8/31/2026	G	7	5	(1,063.00)	-
20-00815	440000236791	LENOVO THINKPAD E490 BUNDLE	PF1Y0K28	1	10/25/2019	694.00	044A	9818	8/31/2026	G	7	5	(694.00)	-
20-00818	440000236794	LENOVO THINKPAD E490 BUNDLE	PF1Y0M9Z	1	10/25/2019	694.00	044A	9818	8/31/2026	G	7	5	(694.00)	-
20-00820	440000236796	LENOVO THINKPAD E490 BUNDLE	PF1Y0PFD	1	10/25/2019	694.00	044A	9818	8/31/2026	G	7	5	(694.00)	-
20-00814	440000236790	LENOVO THINKPAD E490 BUNDLE	PF1Y0K1Q	1	10/25/2019	694.00	044A	9818	8/31/2026	G	7	5	(694.00)	-
20-00817	440000236793	LENOVO THINKPAD E490 BUNDLE	PF1Y0M95	1	10/25/2019	694.00	044A	9818	8/31/2026	G	7	5	(694.00)	-
20-00824	440000236800	LENOVO THINKPAD E490 BUNDLE	PF1Y07PB	1	10/25/2019	694.00	044A	9818	8/31/2026	G	7	5	(694.00)	-
20-00830	440000236806	LENOVO THINKPAD E490 BUNDLE	PF1Y09Z4	1	10/25/2019	694.00	044A	9818	8/31/2026	G	7	5	(694.00)	-
20-00827	440000236803	LENOVO THINKPAD E490 BUNDLE	PF1Y09Y6	1	10/25/2019	694.00	044A	9818	8/31/2026	G	7	5	(694.00)	-
20-00809	440000236785	LENOVO THINKPAD E490 BUNDLE	PF1Y0EHP	1	10/25/2019	694.00	044A	9818	8/31/2026	G	7	5	(694.00)	-
20-00810	440000236786	LENOVO THINKPAD E490 BUNDLE	PF1Y0EJ0	1	10/25/2019	694.00	044A	9818	8/31/2026	G	7	5	(694.00)	-
20-00819	440000236795	LENOVO THINKPAD E490 BUNDLE	PF1Y0MAR	1	10/25/2019	694.00	044A	9818	8/31/2026	G	7	5	(694.00)	-
20-00816	440000236792	LENOVO THINKPAD E490 BUNDLE	PF1Y0K2D	1	10/25/2019	694.00	044A	9818	8/31/2026	G	7	5	(694.00)	-
20-00805	440000236781	LENOVO THINKPAD E490 BUNDLE	PF1Y0C97	1	10/25/2019	694.00	044A	9818	8/31/2026	G	7	5	(694.00)	-
20-00832	440000236808	LENOVO THINKPAD E490 BUNDLE	PF1Y0C69	1	10/25/2019	694.00	044A	9818	8/31/2026	G	7	5	(694.00)	-
S17007356	440000180615	LENOVO YOGA 260 (I3 PROCESSOR) LAPTOP	MP108SRK	1	9/22/2016	899.00	044D	9818	8/31/2026	G	10	5	(899.00)	-
20-01184	440000237159	LENOVO THINKPAD X1 YOGA 4TH GEN	R90W6TJZ	1	1/15/2020	1,370.00	044A	9818	8/31/2026	G	7	5	(1,370.00)	-
20-00637	440000235201	LENOVO THINKPAD E490 BUNDLE	PF1Y0C8R	1	10/25/2019	1,063.00	044A	9818	8/31/2026	G	7	5	(1,063.00)	-
20-00804	440000236780	LENOVO THINKPAD E490 BUNDLE	PF1Y0C8L	1	10/25/2019	694.00	044A	9818	8/31/2026	G	7	5	(694.00)	-
20-00806	440000236782	LENOVO THINKPAD E490 BUNDLE	PF1Y0EG7	1	10/25/2019	694.00	044A	9818	8/31/2026	G	7	5	(694.00)	-
20-00813	440000236789	LENOVO THINKPAD E490 BUNDLE	PF1Y0GPS	1	10/25/2019	694.00	044A	9818	8/31/2026	G	7	5	(694.00)	-
20-00821	440000236797	LENOVO THINKPAD E490 BUNDLE	PF1Y07N5	1	10/25/2019	694.00	044A	9818	8/31/2026	G	7	5	(694.00)	-
20-00822	440000236798	LENOVO THINKPAD E490 BUNDLE	PF1Y07NJ	1	10/25/2019	694.00	044A	9818	8/31/2026	G	7	5	(694.00)	-
20-00825	440000236801	LENOVO THINKPAD E490 BUNDLE	PF1Y07QJ	1	10/25/2019	694.00	044A	9818	8/31/2026	G	7	5	(694.00)	-
20-00826	440000236802	LENOVO THINKPAD E490 BUNDLE	PF1Y07QX	1	10/25/2019	694.00	044A	9818	8/31/2026	G	7	5	(694.00)	-
20-00828	440000236804	LENOVO THINKPAD E490 BUNDLE	PF1Y09YP	1	10/25/2019	694.00	044A	9818	8/31/2026	G	7	5	(694.00)	-
20-00829	440000236805	LENOVO THINKPAD E490 BUNDLE	PF1Y09Z2	1	10/25/2019	694.00	044A	9818	8/31/2026	G	7	5	(694.00)	-
20-00831	440000236807	LENOVO THINKPAD E490 BUNDLE	PF1Y0A02	1	10/25/2019	694.00	044A	9818	8/31/2026	G	7	5	(694.00)	-
20-00834	440000236810	LENOVO THINKPAD E490 BUNDLE	PF1Y0C5D	1	10/25/2019	694.00	044A	9818	8/31/2026	G	7	5	(694.00)	-
20-00835	440000236811	LENOVO THINKPAD E490 BUNDLE	PF1Y0A0M	1	10/25/2019	694.00	044A	9818	8/31/2026	G	7	5	(694.00)	-
20-00811	440000236787	LENOVO THINKPAD E490 BUNDLE	PF1Y0EJC	1	10/25/2019	694.00	044A	9818	8/31/2026	G	7	5	(694.00)	-
20-00807	440000236783	LENOVO THINKPAD E490 BUNDLE	PF1Y0EGZ	1	10/25/2019	694.00	044A	9818	8/31/2026	G	7	5	(694.00)	-
20-00801	440000236777	LENOVO THINKPAD E490 BUNDLE	PF1Y0C6M	1	10/25/2019	694.00	044A	9818	8/31/2026	G	7	5	(694.00)	-
13-00482	440000064704	DELL E6420 w/DVD+/- RW 14.0" DISPLAY	JBYLGS1	1	7/11/2012	1,269.00	044A	9814	8/31/2026	T	14	5	(1,269.00)	-
13-00483	440000064706	DELL E6420 w/DVD+/- RW 14.0" DISPLAY	77VGGS1	1	7/11/2012	1,269.00	044A	9814	8/31/2026	T	14	5	(1,269.00)	-
13-00485	440000064708	DELL E6420 w/DVD+/- RW 14.0" DISPLAY	79VGGS1	1	7/11/2012	1,269.00	044A	9814	8/31/2026	T	14	5	(1,269.00)	-
13-00491	440000064714	DELL E6420 w/DVD+/- RW 14.0" DISPLAY	4TXHGS1	1	7/11/2012	1,269.00	044A	9814	8/31/2026	T	14	5	(1,269.00)	-
13-00492	440000064715	DELL E6420 w/DVD+/- RW 14.0" DISPLAY	FH6HGS1	1	7/11/2012	1,269.00	044A	9814	8/31/2026	T	14	5	(1,269.00)	-
13-00495	440000064720	DELL E6420 w/DVD+/- RW 14.0" DISPLAY	98VGGS1	1	7/11/2012	1,269.00	044A	9814	8/31/2026	T	14	5	(1,269.00)	-
13-00496	440000064722	DELL E6420 w/DVD+/- RW 14.0" DISPLAY	BCYLGS1	1	7/11/2012	1,269.00	044A	9814	8/31/2026	T	14	5	(1,269.00)	-
13-00498	440000064726	DELL E6420 w/DVD+/- RW 14.0" DISPLAY	8NVGGS1	1	7/11/2012	1,269.00	044A	9814	8/31/2026	T	14	5	(1,269.00)	-
13-00504	440000064733	DELL E6420 w/DVD+/- RW 14.0" DISPLAY	J2VGGS1	1	7/11/2012	1,269.00	044A	9814	8/31/2026	T	14	5	(1,269.00)	-
13-01135	440000065343	APPLE MACBOOK PRO 13" 2.4GHZ 13.3 DISPLY	C02HXGRDDTY3	1	8/8/2012	1,511.75	044A	9814	8/31/2026	T	14	5	(1,511.75)	-
13-01147	440000065368	APPLE MACBOOK PRO 13" 2.4GHZ 13.3 DISPLY	C02HX907DTY3	1	8/8/2012	1,511.75	044A	9814	8/31/2026	T	14	5	(1,511.75)	-
04-09734	560000000604	PROJECTOR, EPSON 730	EE20350435C	1	12/17/2003	2,421.00	056A	9814	8/31/2026	T	23	6	(2,421.00)	-
16-01549	440000099127	LENOVO THINKCENTRE M93Z NON-TOUCH 23	MJ034CZV	1	10/28/2015	1,120.00	044A	9814	8/31/2026	T	11	5	(1,120.00)	-
16-01550	440000099129	LENOVO THINKCENTRE M93Z NON-TOUCH 23	MJ034CZU	1	10/28/2015	1,120.00	044A	9814	8/31/2026	T	11	5	(1,120.00)	-
16-02384	440000100397	LENOVO THINKPAD X1 CARBON TOUCH	R90J9KAV	1	1/15/2016	1,584.00	044A	9814	8/31/2026	T	11	5	(1,584.00)	-
16-02640	440000100800	LENOVO THINKCENTRE M93Z NON-TOUCH 23	MJ03HPWB	1	2/11/2016	1,120.00	044A	9814	8/31/2026	T	11	5	(1,120.00)	-
16-02825	440000101012	PRINTER LEXMARK C925DE	50414132001KF	1	3/8/2016	2,338.00	044A	9814	8/31/2026	T	10	5	(2,338.00)	-
06-06507	440000041750	PRINTER, LEXMARK T640N B/W LASER 2 DRAWERS	79014RT	1	11/14/2005	1,384.00	044A	9814	8/31/2026	T	21	5	(1,384.00)	-
17-04854	440000221937	LENOVO THINKSTATION P320, DESKTOP	MJ05DDTF	1	6/30/2017	1,153.00	044A	9814	8/31/2026	G	9	5	(1,153.00)	-
R17-81290	440000343208	Lenovo Laptop Yoga 260	MP14RFBT	1	10/12/2016	1,220.00	044A	9814	8/31/2026	G	10	5	(1,220.00)	-
21-28825	440000280968	ThinkPad L14 Gen1 20U2S0NE00	PF1T921X	1	10/1/2020	503.50	044A	9814	8/31/2026	G	6	5	(503.50)	-
21-30096	440000282239	ThinkPad L14 Gen1 20U2S0NF00	PF1TD4BR	1	10/1/2020	478.50	044A	9814	8/31/2026	G	6	5	(478.50)	-
03-21087	560000000269	PROJECTOR, EPSON POWERLITE	EE20340160C	1	5/14/2003	2,421.00	056A	9814	8/31/2026	T	23	6	(2,421.00)	-
S16030713	440000111057	LENOVO THINKCENTRE M73 SMALL FORM FACTOR	MJ0384S9	1	12/16/2015	748.00	044D	9814	8/31/2026	T	11	5	(748.00)	-

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
LIST OF SURPLUS PROPERTY UNDER $500,000
DATED : August 31st , 2026

BPI NUMBER	ASSET NUMBER	ITEM DESCRIPTION	SERIAL NUMBER	# OF UNITS	DATE OF ACQUISITION	ACQUISITION VALUE	CLASS CODE	LOC #	DATE OF SURLUS	CONDITION	AGE IN YEARS	ESTIMATED USEFUL LIFE	ACCUMULATED DEPRECIATION	NET BOOK VALUE
21-25126	440000277269	ThinkPad L14 Gen1 20U2S0NF00	PF1SXFHB	1	10/1/2020	478.50	044A	9814	8/31/2026	G	6	5	(478.50)	-
01-00238	460000000029	SYSTEM, TELECONFERENCE POLYCOM VIEWSTATION	82992400A215A0	1	6/30/2000	7,696.00	046A	9808	8/31/2026	G	26	7	(7,696.00)	-
03-22228	440000007029	PRINTER LEXMARK T630N	9910R36	1	6/12/2003	1,394.00	044A	9808	8/31/2026	T	23	5	(1,394.00)	-
05-21376	560000000941	PROJECTOR, POWERLITE EPSON 730C	EE2G460301F	1	6/30/2004	1,948.00	056A	9808	8/31/2026	T	22	6	(1,948.00)	-
05-54418	560000001375	PROJECTOR, EPSON ULTRA LIGHT MULTIMEDIA	F57G540202F	1	6/8/2005	2,023.00	056A	9808	8/31/2026	T	21	6	(2,023.00)	-
05-54422	560000001377	PROJECTOR, EPSON ULTRA LIGHT MULTIMEDIA	F57G540309F	1	6/8/2005	2,023.00	056A	9808	8/31/2026	T	21	6	(2,023.00)	-
05-54423	560000001378	PROJECTOR, EPSON ULTRA LIGHT MULTIMEDIA	F57G540194F	1	6/8/2005	2,023.00	056A	9808	8/31/2026	T	21	6	(2,023.00)	-
09-08491	440000037380	APPLE, DESKTOP, IMAC INTEL W/20" FLAT PA	QP84408Z2PN	1	12/2/2008	1,509.00	044A	9808	8/31/2026	T	18	5	(1,509.00)	-
A02-13444	560000002426	PROJECTOR, EPSON POWERLITE 600P	DW801X0111M	1	3/21/2002	2,694.00	056A	9808	8/31/2026	T	24	6	(2,694.00)	-
15-05490	440000095249	LENOVO THINKPAD YOGA I5	MP07TLF8	1	6/5/2015	1,275.50	044A	9808	8/31/2026	T	11	5	(1,275.50)	-
16-02284	440000100187	LENOVO THINKPAD X1 CARBON TOUCH	R90JALF7	1	1/15/2016	1,584.00	044A	9808	8/31/2026	T	11	5	(1,584.00)	-
17-00394	440000176553	LENOVO P310 DESKTOP	MJ03Z51J	1	8/9/2016	1,188.00	044A	9808	8/31/2026	G	10	5	(1,188.00)	-
07-02595	440000049667	CINTIQ 21UX FLAT PANEL LCD	6ACP00524	1	9/15/2006	2,504.00	044A	9808	8/31/2026	T	20	5	(2,504.00)	-
01-12466	580000000042	CAMCORDER,SONY DIGITAL VIDEO,DSRPD100A	1008181	1	11/17/2000	2,136.00	058A	9808	8/31/2026	G	26	7	(2,136.00)	-
06-83400	100000000288	CAMERA/CAMCORDER SONY DSR400	10421	1	5/5/2006	9,799.95	010A	9808	8/31/2026	T	20	7	(9,799.95)	-
06-83401	220000000318	TRIPOD, CARTONI FOCUS/2STGALM ENG	FC1074	1	5/5/2006	2,149.95	022A	9808	8/31/2026	T	20	10	(2,149.95)	-
07-00378	100000000301	CANON 2/3 20:1 LENS	60813951	1	7/26/2006	3,027.65	010A	9808	8/31/2026	T	20	7	(3,027.65)	-
13-03266	440000069039	WAC24 Interactive Pen Display	2IAQ000097	1	2/25/2013	2,499.00	044A	9808	8/31/2026	T	14	5	(2,499.00)	-
12-02139	440000058941	PRINTER, LEXMARK C792E	50620194002RW	1	12/6/2011	3,067.00	044A	9808	8/31/2026	T	15	5	(3,067.00)	-
17-00341	440000176545	LENOVO P310 DESKTOP	MJ03Z513	1	8/9/2016	1,188.00	044A	9808	8/31/2026	G	10	5	(1,188.00)	-
R17-81269	440000238951	Lenovo Laptop Yoga 260	MP14DL2J	1	12/13/2016	1,220.00	044A	9808	8/31/2026	G	10	5	(1,220.00)	-
R17-81270	440000238952	Lenovo Laptop Yoga 260	MP14E54F	1	12/13/2016	1,220.00	044A	9808	8/31/2026	G	10	5	(1,220.00)	-
16-01590	440000099178	LENOVO THINKSTATION P300 TOWER	MJ035072	1	10/30/2015	1,667.00	044A	9808	8/31/2026	T	11	5	(1,667.00)	-
10-01212	220000000304	115590V31D TANDBERG EDGE 95 MXP W/3-YR C	26A42736	1	9/25/2009	9,463.05	022A	9808	8/31/2026	T	17	10	(9,463.05)	-
10-01213	110000003031	115594NPP TANDBERG NATURAL PRESSENTER PC	20A83642	1	9/25/2009	1,530.00	011A	9808	8/31/2026	T	17	7	(1,530.00)	-
10-01214	600000000757	TELEVISION, SHARP AQUOS 52	908857544	1	9/25/2009	1,583.99	060A	9808	8/31/2026	T	17	7	(1,583.99)	-
11-03336	440000053575	DELL E4310 W/DVD±RW 13.3 DISPLAY ULTRA	FRGD3Q1	1	3/17/2011	1,427.47	044A	9813	8/31/2026	T	15	5	(1,427.47)	-
11-03338	440000053577	DELL E4310 W/DVD±RW 13.3 DISPLAY ULTRA	BWGD3Q1	1	3/17/2011	1,427.47	044A	9813	8/31/2026	T	15	5	(1,427.47)	-
11-03767	440000053942	DELL PRECISION T5400 W/24 FLAT PANEL	CJL7FP1	1	4/26/2011	3,734.71	044A	9813	8/31/2026	T	15	5	(3,734.71)	-
13-00505	440000064734	DELL E6420 w/DVD+/- RW 14.0" DISPLAY	6DYLGS1	1	7/11/2012	1,269.00	044A	9813	8/31/2026	T	14	5	(1,269.00)	-
13-01157	440000065388	APPLE MACBOOK PRO 13" 2.4GHZ 13.3 DISPLY	C02HXHQXDTY3	1	8/8/2012	1,511.75	044A	9813	8/31/2026	T	14	5	(1,511.75)	-
15-01310	440000087949	LENOVO THINKSTATION E32	MJ010ASZ	1	9/5/2014	1,131.00	044A	9813	8/31/2026	T	12	5	(1,131.00)	-
15-03709	440000092104	LENOVO THINKPAD W540	R907HKJ4	1	2/17/2015	1,284.00	044A	9780	8/31/2026	T	12	5	(1,284.00)	-
21-31774	440000283873	LENOVO THINKPAD E14 i7 NON-TOUCH	PF1SSCMJ	1	10/27/2020	645.50	044A	9780	8/31/2026	G	6	5	(645.50)	-
21-31794	440000283893	LENOVO THINKPAD E14 i7 NON-TOUCH	PF1TCPGD	1	10/27/2020	645.50	044A	9780	8/31/2026	G	6	5	(645.50)	-
21-31814	440000283913	LENOVO THINKPAD E14 i7 NON-TOUCH	PF1TCXSP	1	10/27/2020	645.50	044A	9780	8/31/2026	G	6	5	(645.50)	-
21-31818	440000283917	LENOVO THINKPAD E14 i7 NON-TOUCH	PF1TCK1M	1	10/27/2020	645.50	044A	9780	8/31/2026	G	6	5	(645.50)	-
21-31827	440000283926	LENOVO THINKPAD E14 i7 NON-TOUCH	PF1SSL57	1	10/27/2020	645.50	044A	9780	8/31/2026	G	6	5	(645.50)	-
S16028349	440000108458	IPAD RETINA & MINI POWERSYNC TRAY	201506300777	1	12/2/2015	1,199.95	044B	9780	8/31/2026	T	11	5	(1,199.95)	-
17-04674	440000221826	LENOVO THINKPAD P50 LAPTOP	PC0LLWWQ	1	6/8/2017	1,850.00	044A	9780	8/31/2026	G	9	5	(1,850.00)	-
17-02911	440000220475	THINKPAD T640 TOUCH	PC0KHYDZ	1	5/4/2017	1,133.00	044A	9780	8/31/2026	G	9	5	(1,133.00)	-
21-31783	440000283882	LENOVO THINKPAD E14 i7 NON-TOUCH	PF1TCW4Y	1	10/27/2020	645.50	044A	9780	8/31/2026	G	6	5	(645.50)	-
21-31790	440000283889	LENOVO THINKPAD E14 i7 NON-TOUCH	PF1TCZ0B	1	10/27/2020	645.50	044A	9780	8/31/2026	G	6	5	(645.50)	-
21-31792	440000283891	LENOVO THINKPAD E14 i7 NON-TOUCH	PF1TCW1K	1	10/27/2020	645.50	044A	9780	8/31/2026	G	6	5	(645.50)	-
21-31806	440000283905	LENOVO THINKPAD E14 i7 NON-TOUCH	PF1TCZH0	1	10/27/2020	645.50	044A	9780	8/31/2026	G	6	5	(645.50)	-
21-31809	440000283908	LENOVO THINKPAD E14 i7 NON-TOUCH	PF1TCL6R	1	10/27/2020	645.50	044A	9780	8/31/2026	G	6	5	(645.50)	-
21-31811	440000283910	LENOVO THINKPAD E14 i7 NON-TOUCH	PF1TCW2R	1	10/27/2020	645.50	044A	9780	8/31/2026	G	6	5	(645.50)	-
21-31813	440000283912	LENOVO THINKPAD E14 i7 NON-TOUCH	PF1TCL54	1	10/27/2020	645.50	044A	9780	8/31/2026	G	6	5	(645.50)	-
21-31816	440000283915	LENOVO THINKPAD E14 i7 NON-TOUCH	PF1TCY5X	1	10/27/2020	645.50	044A	9780	8/31/2026	G	6	5	(645.50)	-
21-31829	440000283928	LENOVO THINKPAD E14 i7 NON-TOUCH	PF1ST8T5	1	10/27/2020	645.50	044A	9780	8/31/2026	G	6	5	(645.50)	-
21-31830	440000283929	LENOVO THINKPAD E14 i7 NON-TOUCH	PF1TCHSA	1	10/27/2020	645.50	044A	9780	8/31/2026	G	6	5	(645.50)	-
21-31832	440000283931	LENOVO THINKPAD E14 i7 NON-TOUCH	PF1TCY7P	1	10/27/2020	645.50	044A	9780	8/31/2026	G	6	5	(645.50)	-
21-31834	440000283933	LENOVO THINKPAD E14 i7 NON-TOUCH	PF1SSL67	1	10/27/2020	645.50	044A	9780	8/31/2026	G	6	5	(645.50)	-
21-31835	440000283934	LENOVO THINKPAD E14 i7 NON-TOUCH	PF1TD0AF	1	10/27/2020	645.50	044A	9780	8/31/2026	G	6	5	(645.50)	-
21-31836	440000283935	LENOVO THINKPAD E14 i7 NON-TOUCH	PF1TCL8G	1	10/27/2020	645.50	044A	9780	8/31/2026	G	6	5	(645.50)	-
21-31840	440000283939	LENOVO THINKPAD E14 i7 NON-TOUCH	PF1TCY59	1	10/27/2020	645.50	044A	9780	8/31/2026	G	6	5	(645.50)	-
21-31841	440000283940	LENOVO THINKPAD E14 i7 NON-TOUCH	PF1TCJFA	1	10/27/2020	645.50	044A	9780	8/31/2026	G	6	5	(645.50)	-
21-31844	440000283943	LENOVO THINKPAD E14 i7 NON-TOUCH	PF1SSWGA	1	10/27/2020	645.50	044A	9780	8/31/2026	G	6	5	(645.50)	-
21-80201	440000333224	ThinkPad L14 Gen1, Intel Core i3-10110U	PF1SZX0X	1	6/29/2021	478.50	044A	9780	8/31/2026	G	5	5	(478.50)	-
17-02520	440000219290	LENOVO P310 DESKTOP	MJ052EPW	1	4/20/2017	1,163.00	044A	9780	8/31/2026	G	9	5	(1,163.00)	-
17-02917	440000498154	THINKPAD T640 TOUCH	PC0KHYE4	1	5/4/2017	1,133.00	044A	9780	8/31/2026	G	9	5	(1,133.00)	-
14-05607	110000006269	NOVACHAT10X-PLUS	5NC484	1	5/28/2014	2,695.50	011A	9780	8/31/2026	T	12	7	(2,695.50)	-
15-03200	110000006606	NOVA CHAT 10	10.3N3309	1	12/19/2014	3,955.50	011A	9780	8/31/2026	T	12	7	(3,955.50)	-
15-03201	110000006607	NOVA CHAT 10	10.3N3308	1	12/19/2014	3,955.50	011A	9780	8/31/2026	T	12	7	(3,955.50)	-
14-03603	110000006164	NOVA CHAT 7 NEX PLUS & SYMBOL STIX	7NXNC3068	1	1/16/2014	4,495.50	011A	9780	8/31/2026	T	13	7	(4,495.50)	-

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16-01844	110000006828	ACCENT 1400	563AC14	1	12/1/2015	8,275.00	011A	9780	8/31/2026	T	11	7	(8,275.00)	-
16-02115	110000006864	ACCENT 800	3409AC8	1	12/8/2015	6,135.00	011A	9780	8/31/2026	T	11	7	(6,135.00)	-
16-02423	110000006885	ACCENT 800	3618AC8	1	1/22/2016	6,135.00	011A	9780	8/31/2026	T	11	7	(6,135.00)	-
13-03252	110000005874	NOVA CHAT 10 W/ IVONA & SYMBOLSTIX	10NC545	1	2/14/2013	3,505.50	011A	9780	8/31/2026	T	14	7	(3,505.50)	-
16-04066	110000007126	NOVA CHAT 10	10.4N5394	1	6/1/2016	4,718.10	011A	9780	8/31/2026	T	10	7	(4,718.10)	-
17-01824	110000009102	NOVA CHAT 10.5 PLUS	10.5N6445	1	2/2/2017	3,595.50	011A	9780	8/31/2026	G	10	7	(3,595.50)	-
17-02650	440000220264	NC103-P - NOVA CHAT 10	10.5N6928	1	5/12/2017	3,955.50	044A	9780	8/31/2026	G	9	5	(3,955.50)	-
17-02645	440000220259	NC82-P - NVA CHAT 8	8.25N4300	1	5/18/2017	3,595.50	044A	9780	8/31/2026	G	9	5	(3,595.50)	-
17-02652	440000220266	NC82-P - NOVA CHAT 8	8.25N4297	1	5/18/2017	3,595.50	044A	9780	8/31/2026	G	9	5	(3,595.50)	-
18-02300	440000226932	NC8.2-P - Nva Chat 8	8.3N5287	1	12/22/2017	3,595.50	044A	9780	8/31/2026	G	9	5	(3,595.50)	-
20-00947	440000236834	F19015-30 - Nova Chat 8.35	8.35N8585	1	12/10/2019	4,164.00	044A	9780	8/31/2026	G	7	5	(4,164.00)	-
06-09576	440000172964	DELL,LAPTOP,D810 W/DVD-RW/15.4"DISPLAY	DF47491	1	2/8/2006	2,238.00	044A	9780	8/31/2026	T	21	5	(2,238.00)	-
13-01891	560000002091	V11H279020 EPSON POWERLITE 6110i	PFKF250104L	1	11/14/2012	1,533.00	056A	9780	8/31/2026	T	14	6	(1,533.00)	-
14-03106	440000079878	HP PRINTER, LASER JET PRO 475 DN MFP	CND8F9082Y	1	12/3/2013	1,199.76	044A	9780	8/31/2026	T	13	5	(1,199.76)	-
05-53406	560000001355	PROJECTOR/CLASSROOM/CART LOW END EPSON 61P	F3HG472250F	1	5/31/2005	1,154.00	056A	9780	8/31/2026	T	21	6	(1,154.00)	-
06-80793	560000001747	PROJECTOR, EPSON POWERLITE XGA250 745C	F4WG540751	1	8/11/2005	2,100.00	056A	9780	8/31/2026	T	21	6	(2,100.00)	-
13-04805	440000071809	APPLE AIRBOOK 1.7GHZ 11.6 DSPLY-128 GB	C02K4AGXDRV7	1	5/22/2013	1,469.00	044A	9780	8/31/2026	T	13	5	(1,469.00)	-
15-02580	440000090059	APPLE MACBOOK AIR 11	C02NKJ86G083	1	10/31/2014	1,083.00	044A	9780	8/31/2026	T	12	5	(1,083.00)	-
05-50740	460000001979	TECH/SPEAK COMMUNICATION DEVICE	509079	1	4/11/2005	1,043.00	046A	9780	8/31/2026	T	21	7	(1,043.00)	-
05-81094	110000001770	DYNAVOX KIT MN4	MN2000624	1	1/11/2005	2,690.00	011A	9780	8/31/2026	T	22	7	(2,690.00)	-
12-05742	110000005415	F14641 VTL VANTAGE LITE ESSVT GREY	9946VTL	1	6/20/2012	7,495.00	011A	9780	8/31/2026	T	14	7	(7,495.00)	-
13-04720	110000005988	VTX-1000- 2 MICS SOUNDSTATION ANALOG CON	B2130403DA63	1	5/7/2013	1,157.30	011A	9780	8/31/2026	T	13	7	(1,157.30)	-
16-01602	460000004700	HSM-1841 - SHREDDER	FT06531038000090	1	10/16/2015	1,422.60	046A	9780	8/31/2026	T	11	7	(1,422.60)	-
05-35285	460000001486	BRAILLE EMBOSSER	32435	1	9/29/2004	3,615.00	046A	9780	8/31/2026	T	22	7	(3,615.00)	-
05-83323	460000002673	BRAILLER PRO EMBOSS	MBE11012	1	5/19/2005	4,322.00	046A	9780	8/31/2026	T	21	7	(4,322.00)	-
12-05050	110000005346	LBCI-STD LOGAN 26 BRAILLE ALPHABET TAGS	30079	1	6/30/2012	1,249.00	011A	9780	8/31/2026	T	14	7	(1,249.00)	-
13-03370	440000069217	INDEX INK PRINT BRAILLE EMBOSSER	54876	1	2/27/2013	5,995.00	044A	9780	8/31/2026	T	14	5	(5,995.00)	-
05-83322	460000002672	BRAILLER PRO EMBOSS	MBE10058	1	5/19/2005	4,322.00	046A	9780	8/31/2026	T	21	7	(4,322.00)	-
15-03449	110000006619	EBOT PRO READING & WRITING VIDEO MAGNIFIER	100P-0099	1	1/26/2015	3,930.00	011A	9780	8/31/2026	T	12	7	(3,930.00)	-
05-83324	460000002674	BRAILLER PRO EMBOSS	MBE11008	1	5/19/2005	4,322.00	046A	9780	8/31/2026	T	21	7	(4,322.00)	-
06-83454	110000003273	STRIX STAND	00200	1	5/31/2006	2,255.00	011A	9780	8/31/2026	T	20	7	(2,255.00)	-
12-03268	440000060258	PRINTER, LEXMARK T652DN B/W DUPLEX ADMIN	79586HY	1	3/29/2012	1,423.50	044A	9780	8/31/2026	T	14	5	(1,423.50)	-
09-11313	460000002740	VIEWPLUS MAX BRAILLE EMBOSSER	CMX0331	1	4/27/2009	5,995.00	046A	9780	8/31/2026	T	17	7	(5,995.00)	-
10-02349	460000003790	PRO INK ATTACHMENT (PIA)	CPIA0213	1	10/1/2009	3,995.00	046A	9780	8/31/2026	T	17	7	(3,995.00)	-
13-05453	220000000438	VISIOBOOK CCTV	72198910	1	6/19/2013	3,520.00	022A	9780	8/31/2026	T	13	10	(3,520.00)	-
04-17517	130000000521	Steamer, Groen HY-6E-2 Compartment, 208V	6E34441MS	1	5/13/2004	7,698.00	013A	2711	8/31/2026	T	22	7	(7,698.00)	-
13-05143	130000001782	Kettle, Groen AH/1E-40, L P gas	92927	1	6/7/2013	11,700.00	013A	1831	8/31/2026	T	13	7	(11,700.00)	-
15-00493	130000002071	Freezer, Victory VF-SA-2D, 2-door	G1418169	1	7/29/2014	3,479.00	013A	0452	8/31/2026	T	12	7	(3,479.00)	-
R98-90746	130000003784	Cabinet, F W E MTU-12, Warming	9838810	1	12/31/1997	2,745.00	013A	1171	8/31/2026	G	29	7	(2,745.00)	-
R98-90749	130000003787	Cutter, Mannhart M2000, Vegetable	97-22816 39	1	12/31/1997	2,390.00	013A	1171	8/31/2026	G	29	7	(2,390.00)	-
R07-84318	130000005659	Mixer, Hobart D300, 30 qt	31-1387-777	1	2/26/2007	5,914.00	013A	1171	8/31/2026	G	20	7	(5,914.00)	-
05-30568	130000006525	Oven, Blodgett, Stack	070604PA030B	1	9/15/2004	5,998.00	013A	1171	8/31/2026	G	22	7	(5,998.00)	-
98-90775	130000006343	Serving Line, Colorpoint K5E4-CPA	H98D2210	1	12/31/1997	3,680.50	013A	1171	8/31/2026	G	29	7	(3,680.50)	-
98-90776	130000006344	Serving Line, Colorpoint, Cashier	H98B2211	1	12/31/1997	3,680.50	013A	1171	8/31/2026	G	29	7	(3,680.50)	-
R98-90745	130000003783	Warmer Cabinet, F W E PHU-12	9838976	1	12/31/1997	2,745.00	013A	1171	8/31/2026	G	29	7	(2,745.00)	-
97-31977	130000007208	Blodgett Mark V-111 Single Oven	0192P9915101	1	7/1/1997	3,600.00	013A	3311	8/31/2026	G	29	7	(3,600.00)	-
97-31978	130000007209	Blodgett Mark V-111 Single Oven	0192P9915102	1	7/1/1997	3,600.00	013A	3311	8/31/2026	G	29	7	(3,600.00)	-
01-21058	130000000074	Cabinet, F W E PHU-12, Warming	01024704	1	5/15/2001	2,682.00	013A	3311	8/31/2026	T	25	7	(2,682.00)	-
97-31976	130000007212	Carter-Hoffmann PH1830U Warming Cabinet	16092680100205030C	1	7/1/1997	1,895.00	013A	3311	8/31/2026	G	29	7	(1,895.00)	-
R99-91039	130000001636	Cutter, Mannhart M3000 Vegetable	94-0500	1	3/19/1999	2,780.00	013A	3311	8/31/2026	T	27	7	(2,780.00)	-
17-01186	130000003625	Freezer, Victory FSA-2D-S1, 2-door	12007501	1	11/2/2016	6,170.00	013A	3311	8/31/2026	G	10	7	(6,170.00)	-
11-01287	130000001170	Refrigerator, Victory VR-2, 2-door	M1088381	1	10/19/2010	3,198.00	013A	3311	8/31/2026	T	16	7	(3,198.00)	-
R98-90784	130000007207	Groen EE-40 Kettle	31707	1	7/1/1997	5,200.00	013A	3311	8/31/2026	G	29	7	(5,200.00)	-
98-90019	130000003328	Mixer, Hobart D300, 30 qt	31-1148-580	1	1/1/1998	4,600.00	013A	0481	8/31/2026	G	29	7	(4,600.00)	-
16-02881	130000002533	Freezer, Victory FSA-2D-S1, 2-door	11712479	1	3/10/2016	6,170.00	013A	2871	8/31/2026	T	10	7	(6,170.00)	-
R10-82497	130000006557	Steamer, Groen SSB-5E	J95091-1-1 M07	1	8/28/2009	10,400.00	013A	2831	8/31/2026	G	17	7	(10,400.00)	-
16-01580	130000002451	Freezer, Victory FSA-2D-S1, 2-door	11612712	1	10/29/2015	5,961.79	013A	0871	8/31/2026	T	11	7	(5,961.79)	-
R10-82268	130000005001	Stove, Vulcan E12FP 2-Burner, 480v	48-1638438	1	2/11/2010	1,570.40	013A	0561	8/31/2026	G	17	7	(1,570.40)	-
R10-82266	130000004999	Steamer, Groen SSB-5E, 480v	J88452-1-1	1	2/11/2010	12,126.91	013A	0561	8/31/2026	G	17	7	(12,126.91)	-
R02-83612	130000005707	Oven, Blodgett Mark V, Single	97250777	1	8/25/2001	3,164.00	013A	0911	8/31/2026	G	25	7	(3,164.00)	-
R04-86177	130000004049	Steamer, Groen HY-6E	6E34372MS	1	6/30/2004	7,698.00	013A	0831	8/31/2026	T	22	7	(7,698.00)	-
14-03107	130000001845	Oven, Garland MCO-ES-10-S Single, 208v	1309230001541	1	12/3/2013	4,600.00	013A	2671	8/31/2026	T	13	7	(4,600.00)	-
19-02956	130000004911	Milk Box, Norlake AR122SSS O-A, 12 crate	1901289462	1	4/25/2019	2,701.00	013A	9613	8/31/2026	G	7	7	(2,701.00)	-
19-01791	130000004840	Milk Box, Norlake AR162SSS O-A, 16 crate	287182	1	12/20/2018	3,401.45	013A	9613	8/31/2026	T	8	7	(3,401.45)	-
18-03609	130000004568	Milk Box, True TMC-58-S-SS, 16 crate	9378590	1	4/3/2018	2,254.53	013A	9613	8/31/2026	T	8	7	(2,254.53)	-

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
LIST OF SURPLUS PROPERTY UNDER $500,000
DATED : August 31st , 2026

BPI NUMBER	ASSET NUMBER	ITEM DESCRIPTION	SERIAL NUMBER	# OF UNITS	DATE OF ACQUISITION	ACQUISITION VALUE	CLASS CODE	LOC #	DATE OF SURLUS	CONDITION	AGE IN YEARS	ESTIMATED USEFUL LIFE	ACCUMULATED DEPRECIATION	NET BOOK VALUE
08-81911	440000029025	PROCURVE SWITCH 5406ZL-48G	SG802SU1HI	1	5/27/2008	6,158.24	044A	1791	8/31/2026	T	18	5	(6,158.24)	-
08-81912	440000029027	PROCURVE SWITCH 5406ZL-48G	SG802SU1H7	1	5/27/2008	6,158.24	044A	1791	8/31/2026	T	18	5	(6,158.24)	-
08-81913	440000029028	HP PROCURVE 5400ZL 20P	SG751AU046	1	5/27/2008	3,079.12	044A	1791	8/31/2026	T	18	5	(3,079.12)	-
08-81914	440000029029	HP PROCURVE 5400ZL 20P	SG751AU0B4	1	5/27/2008	3,079.12	044A	1791	8/31/2026	T	18	5	(3,079.12)	-
08-81915	440000029030	APC SMART 2200VA RACK	17910013	1	5/27/2008	1,113.00	044A	1791	8/31/2026	T	18	5	(1,113.00)	-
08-81916	440000029031	APC SMART 2200VA RACK	17910014	1	5/27/2008	1,113.00	044A	1791	8/31/2026	T	18	5	(1,113.00)	-
08-82265	110000001147	ACTIVEBOARD +2	0815040185	1	5/23/2008	4,392.29	011A	1791	8/31/2026	T	18	7	(4,392.29)	-
08-82266	110000001148	ACTIVEBOARD +2	0815040184	1	5/27/2008	4,392.29	011A	1791	8/31/2026	T	18	7	(4,392.29)	-
10-81025	110000003962	BOARD, PROMETHEAN	C1002030751	1	4/13/2010	1,039.00	011A	1791	8/31/2026	T	16	7	(1,039.00)	-
10-81027	110000003964	BOARD, PROMETHEAN	C1002030753	1	4/13/2010	1,039.00	011A	1791	8/31/2026	T	16	7	(1,039.00)	-
10-81028	110000003965	BOARD, PROMETHEAN	C1002030754	1	4/13/2010	1,039.00	011A	1791	8/31/2026	T	16	7	(1,039.00)	-
10-81029	110000003966	BOARD, PROMETHEAN	C1002030755	1	4/13/2010	1,039.00	011A	1791	8/31/2026	T	16	7	(1,039.00)	-
99-05277	440000109455	SERVER, WINDOW BASED	US90902023	1	5/26/1999	6,877.75	044A	1791	8/31/2026	G	27	5	(6,877.75)	-
99-90903	220000000714	SYSTEM, FOUR LINE SCHOOL VOICE	SV4000	1	6/28/1997	4,750.00	022A	1791	8/31/2026	G	29	10	(4,750.00)	-
S17052048	440000219610	APC SMART UPS 2200	AS1701160162	1	4/21/2017	1,115.31	044B	1791	8/31/2026	G	9	5	(1,115.31)	-
01-11543	460000000111	LAMINATOR, 25" TABLE TOP 1" CORE ULTIMA 65	MFM6159	1	11/9/2000	1,295.00	046A	1951	8/31/2026	G	26	7	(1,295.00)	-
05-54664	440000034421	IBM SERVER X236, INTEL XEON 2.8 GHZ	KPLV372	1	6/20/2005	12,048.17	044A	1951	8/31/2026	T	21	5	(12,048.17)	-
05-83999	110000001956	BOARD, PROMETHEAN PROACTIVE	5068665170	1	5/12/2005	1,992.30	011A	1951	8/31/2026	T	21	7	(1,992.30)	-
05LA00114	440000169723	Apple Refresh Server	QP53207KSLZ	1	7/22/2005	3,021.23	044A	1951	8/31/2026	T	21	5	(3,021.23)	-
05LA30251	440000134884	APPLE REFRESH RAID SERVER	QP5320DARS4	1	7/22/2005	3,970.32	044A	1951	8/31/2026	T	21	5	(3,970.32)	-
09-11093	110000002235	Promethean Board	B0901050407	1	4/3/2009	1,477.00	011A	1951	8/31/2026	T	17	7	(1,477.00)	-
09-11094	110000002236	Promethean Board	B0901050406	1	4/3/2009	1,477.00	011A	1951	8/31/2026	T	17	7	(1,477.00)	-
09-81044	110000002427	SMARTBOARD SB680	SB680-R2-564346	1	10/3/2008	1,012.00	011A	1951	8/31/2026	T	18	7	(1,012.00)	-
12-04145	110000005131	Activboard 378PRO	C1201050298	1	5/17/2012	1,227.00	011A	1951	8/31/2026	T	14	7	(1,227.00)	-
13-03205	440000068922	CART, SAFEHARBOR 30 CAPACITY NOTEBOOK	24615	1	2/6/2013	1,450.00	044A	1951	8/31/2026	T	14	5	(1,450.00)	-
15-02673	440000090222	PRINTER, LEXMARK MX710DE B/W LASER/FAX/C	7463479906D7P	1	11/5/2014	3,096.00	044A	1951	8/31/2026	T	12	5	(3,096.00)	-
15-04766	440000094082	LAPTOP CART - EARTH WALK CART 30 USER	52209	1	5/4/2015	1,339.00	044A	1951	8/31/2026	T	11	5	(1,339.00)	-
16-03448	440000102208	SERVER, POWEREDGE R220	B7BS382	1	3/31/2016	1,868.33	044A	1951	8/31/2026	T	10	5	(1,868.33)	-
21-09635	440000261864	LENOVO 300E (1B CELERON TOUCH)	P207YWXB	1	9/3/2020	237.50	044A	1951	8/31/2026	G	6	5	(237.50)	-
21-09640	440000261869	LENOVO 300E (1B CELERON TOUCH)	P207YD5Y	1	9/3/2020	237.50	044A	1951	8/31/2026	G	6	5	(237.50)	-
21-09648	440000261877	LENOVO 300E (1B CELERON TOUCH)	P207YWSL	1	9/3/2020	237.50	044A	1951	8/31/2026	G	6	5	(237.50)	-
21-09661	440000261890	LENOVO 300E (1B CELERON TOUCH)	P207YD64	1	9/3/2020	237.50	044A	1951	8/31/2026	G	6	5	(237.50)	-
21-09672	440000261901	LENOVO 300E (1B CELERON TOUCH)	P207YDXR	1	9/3/2020	237.50	044A	1951	8/31/2026	G	6	5	(237.50)	-
21-09676	440000261905	LENOVO 300E (1B CELERON TOUCH)	P207YWRV	1	9/3/2020	237.50	044A	1951	8/31/2026	G	6	5	(237.50)	-
21-09682	440000261911	LENOVO 300E (1B CELERON TOUCH)	P207YWS2	1	9/3/2020	237.50	044A	1951	8/31/2026	G	6	5	(237.50)	-
21-09685	440000261914	LENOVO 300E (1B CELERON TOUCH)	P207YVSY	1	9/3/2020	237.50	044A	1951	8/31/2026	G	6	5	(237.50)	-
21-09688	440000261917	LENOVO 300E (1B CELERON TOUCH)	P207YWJ5	1	9/3/2020	237.50	044A	1951	8/31/2026	G	6	5	(237.50)	-
21-09700	440000261929	LENOVO 300E (1B CELERON TOUCH)	P207NFKY	1	9/3/2020	237.50	044A	1951	8/31/2026	G	6	5	(237.50)	-
21-09701	440000261930	LENOVO 300E (1B CELERON TOUCH)	P207YWCY	1	9/3/2020	237.50	044A	1951	8/31/2026	G	6	5	(237.50)	-
21-09702	440000261931	LENOVO 300E (1B CELERON TOUCH)	P207YX3S	1	9/3/2020	237.50	044A	1951	8/31/2026	G	6	5	(237.50)	-
21-09706	440000261935	LENOVO 300E (1B CELERON TOUCH)	P207YWE2	1	9/3/2020	237.50	044A	1951	8/31/2026	G	6	5	(237.50)	-
21-09718	440000261947	LENOVO THINKPAD L390 (1F - i5 TOUCH)	R90YM4GJ	1	9/3/2020	622.50	044A	1951	8/31/2026	G	6	5	(622.50)	-
22-05064	440000339074	LENOVO 300E (1B CELERON TOUCH)	R9135CN5	1	7/26/2021	237.50	044A	1951	8/31/2026	G	5	5	(237.50)	-
22-05081	440000339091	LENOVO 300E (1B CELERON TOUCH)	R9134QS6	1	7/26/2021	237.50	044A	1951	8/31/2026	G	5	5	(237.50)	-
22-05111	440000339121	LENOVO 300E (1B CELERON TOUCH)	R9134QS1	1	7/26/2021	237.50	044A	1951	8/31/2026	G	5	5	(237.50)	-
22-05130	440000339140	LENOVO 300E (1B CELERON TOUCH)	R9134SP5	1	7/26/2021	237.50	044A	1951	8/31/2026	G	5	5	(237.50)	-
98-82598	560000002385	PROJECTOR, LCD/DATA VIDEO	710312595	1	10/24/1998	3,296.70	056A	1951	8/31/2026	G	28	6	(3,296.70)	-
A13-80525	110000004702	SMARTBOARD 680	SB680-M2-E06821	1	3/4/2013	1,012.00	011A	1951	8/31/2026	T	13	7	(1,012.00)	-
S16006371	440000076157	APC SMART UPS 2200	AS1527140627	1	10/28/2015	1,115.31	044B	1951	8/31/2026	T	11	5	(1,115.31)	-
S16006991	440000077217	LAPTOP CART - EARTH WALK CART 30 USER	50115	1	10/9/2015	1,339.00	044B	1951	8/31/2026	T	11	5	(1,339.00)	-
S16008428	440000079716	AP230, INDOOR PLENUM RATED, 2 RADIO 3X3	2301508282444	1	10/22/2015	566.17	044D	1951	8/31/2026	T	11	5	(566.17)	-
S16008429	440000079717	AP230, INDOOR PLENUM RATED, 2 RADIO 3X3	2301508282905	1	10/22/2015	566.17	044D	1951	8/31/2026	T	11	5	(566.17)	-
S16008430	440000079719	AP230, INDOOR PLENUM RATED, 2 RADIO 3X3	2301508282463	1	10/22/2015	566.17	044D	1951	8/31/2026	T	11	5	(566.17)	-
S16008431	440000079721	AP230, INDOOR PLENUM RATED, 2 RADIO 3X3	2301508282740	1	10/22/2015	566.17	044D	1951	8/31/2026	T	11	5	(566.17)	-
S16008432	440000079723	AP230, INDOOR PLENUM RATED, 2 RADIO 3X3	2301508282482	1	10/22/2015	566.17	044D	1951	8/31/2026	T	11	5	(566.17)	-
S16008433	440000079725	AP230, INDOOR PLENUM RATED, 2 RADIO 3X3	2301508282601	1	10/22/2015	566.17	044D	1951	8/31/2026	T	11	5	(566.17)	-
S16008434	440000079727	AP230, INDOOR PLENUM RATED, 2 RADIO 3X3	2301508282603	1	10/22/2015	566.17	044D	1951	8/31/2026	T	11	5	(566.17)	-
S16008435	440000079729	AP230, INDOOR PLENUM RATED, 2 RADIO 3X3	2301508282612	1	10/22/2015	566.17	044D	1951	8/31/2026	T	11	5	(566.17)	-
S16008436	440000079731	AP230, INDOOR PLENUM RATED, 2 RADIO 3X3	2301508282733	1	10/22/2015	566.17	044D	1951	8/31/2026	T	11	5	(566.17)	-
S16008437	440000079732	AP230, INDOOR PLENUM RATED, 2 RADIO 3X3	2301508282660	1	10/22/2015	566.17	044D	1951	8/31/2026	T	11	5	(566.17)	-
S16008438	440000079734	AP230, INDOOR PLENUM RATED, 2 RADIO 3X3	2301508282650	1	10/22/2015	566.17	044D	1951	8/31/2026	T	11	5	(566.17)	-
S16008439	440000079736	AP230, INDOOR PLENUM RATED, 2 RADIO 3X3	2301508282642	1	10/22/2015	566.17	044D	1951	8/31/2026	T	11	5	(566.17)	-
S16008440	440000079738	AP230, INDOOR PLENUM RATED, 2 RADIO 3X3	2301508282599	1	10/22/2015	566.17	044D	1951	8/31/2026	T	11	5	(566.17)	-
S16008441	440000079740	AP230, INDOOR PLENUM RATED, 2 RADIO 3X3	2301508282623	1	10/22/2015	566.17	044D	1951	8/31/2026	T	11	5	(566.17)	-
S16008442	440000079742	AP230, INDOOR PLENUM RATED, 2 RADIO 3X3	2301508282673	1	10/22/2015	566.17	044D	1951	8/31/2026	T	11	5	(566.17)	-

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
LIST OF SURPLUS PROPERTY UNDER $500,000
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BPI NUMBER	ASSET NUMBER	ITEM DESCRIPTION	SERIAL NUMBER	# OF UNITS	DATE OF ACQUISITION	ACQUISITION VALUE	CLASS CODE	LOC #	DATE OF SURLUS	CONDITION	AGE IN YEARS	ESTIMATED USEFUL LIFE	ACCUMULATED DEPRECIATION	NET BOOK VALUE
S16008443	440000079744	AP230, INDOOR PLENUM RATED, 2 RADIO 3X3	2301508282604	1	10/22/2015	566.17	044D	1951	8/31/2026	T	11	5	(566.17)	-
S16008444	440000079746	AP230, INDOOR PLENUM RATED, 2 RADIO 3X3	2301508282637	1	10/22/2015	566.17	044D	1951	8/31/2026	T	11	5	(566.17)	-
S16008445	440000079748	AP230, INDOOR PLENUM RATED, 2 RADIO 3X3	2301508282643	1	10/22/2015	566.17	044D	1951	8/31/2026	T	11	5	(566.17)	-
S16008446	440000079750	AP230, INDOOR PLENUM RATED, 2 RADIO 3X3	2301508282607	1	10/22/2015	566.17	044D	1951	8/31/2026	T	11	5	(566.17)	-
S16008447	440000079752	AP230, INDOOR PLENUM RATED, 2 RADIO 3X3	2301508283111	1	10/22/2015	566.17	044D	1951	8/31/2026	T	11	5	(566.17)	-
S16008448	440000079753	AP230, INDOOR PLENUM RATED, 2 RADIO 3X3	2301508282639	1	10/22/2015	566.17	044D	1951	8/31/2026	T	11	5	(566.17)	-
S16008449	440000079755	AP230, INDOOR PLENUM RATED, 2 RADIO 3X3	2301508282437	1	10/22/2015	566.17	044D	1951	8/31/2026	T	11	5	(566.17)	-
S16008450	440000079757	AP230, INDOOR PLENUM RATED, 2 RADIO 3X3	2301508282447	1	10/22/2015	566.17	044D	1951	8/31/2026	T	11	5	(566.17)	-
S16008451	440000079759	AP230, INDOOR PLENUM RATED, 2 RADIO 3X3	2301508282435	1	10/22/2015	566.17	044D	1951	8/31/2026	T	11	5	(566.17)	-
S16008452	440000079761	AP230, INDOOR PLENUM RATED, 2 RADIO 3X3	2301508282440	1	10/22/2015	566.17	044D	1951	8/31/2026	T	11	5	(566.17)	-
S16008453	440000079763	AP230, INDOOR PLENUM RATED, 2 RADIO 3X3	2301508282540	1	10/22/2015	566.17	044D	1951	8/31/2026	T	11	5	(566.17)	-
S16008454	440000079765	AP230, INDOOR PLENUM RATED, 2 RADIO 3X3	2301508282536	1	10/22/2015	566.17	044D	1951	8/31/2026	T	11	5	(566.17)	-
S16008455	440000079767	AP230, INDOOR PLENUM RATED, 2 RADIO 3X3	2301508282820	1	10/22/2015	566.17	044D	1951	8/31/2026	T	11	5	(566.17)	-
S16008456	440000079768	AP230, INDOOR PLENUM RATED, 2 RADIO 3X3	2301508282911	1	10/22/2015	566.17	044D	1951	8/31/2026	T	11	5	(566.17)	-
S16008457	440000079770	AP230, INDOOR PLENUM RATED, 2 RADIO 3X3	2301508282868	1	10/22/2015	566.17	044D	1951	8/31/2026	T	11	5	(566.17)	-
S16008458	440000079772	AP230, INDOOR PLENUM RATED, 2 RADIO 3X3	2301508073717	1	10/22/2015	566.17	044D	1951	8/31/2026	T	11	5	(566.17)	-
S16008459	440000079774	AP230, INDOOR PLENUM RATED, 2 RADIO 3X3	2301508073941	1	10/22/2015	566.17	044D	1951	8/31/2026	T	11	5	(566.17)	-
S16008460	440000079776	AP230, INDOOR PLENUM RATED, 2 RADIO 3X3	2301508073707	1	10/22/2015	566.17	044D	1951	8/31/2026	T	11	5	(566.17)	-
S16008461	440000079778	AP230, INDOOR PLENUM RATED, 2 RADIO 3X3	2301508282598	1	10/22/2015	566.17	044D	1951	8/31/2026	T	11	5	(566.17)	-
S16008462	440000079779	AP230, INDOOR PLENUM RATED, 2 RADIO 3X3	2301508282652	1	10/22/2015	566.17	044D	1951	8/31/2026	T	11	5	(566.17)	-
S16008463	440000079781	AP230, INDOOR PLENUM RATED, 2 RADIO 3X3	2301508283195	1	10/22/2015	566.17	044D	1951	8/31/2026	T	11	5	(566.17)	-
S16008464	440000079783	AP230, INDOOR PLENUM RATED, 2 RADIO 3X3	2301508283233	1	10/22/2015	566.17	044D	1951	8/31/2026	T	11	5	(566.17)	-
S16008465	440000079785	AP230, INDOOR PLENUM RATED, 2 RADIO 3X3	2301508282925	1	10/22/2015	566.17	044D	1951	8/31/2026	T	11	5	(566.17)	-
S16008466	440000079787	AP230, INDOOR PLENUM RATED, 2 RADIO 3X3	2301508282472	1	10/22/2015	566.17	044D	1951	8/31/2026	T	11	5	(566.17)	-
S16008467	440000079789	AP230, INDOOR PLENUM RATED, 2 RADIO 3X3	2301508282699	1	10/22/2015	566.17	044D	1951	8/31/2026	T	11	5	(566.17)	-
S16008468	440000079791	AP230, INDOOR PLENUM RATED, 2 RADIO 3X3	2301508282877	1	10/22/2015	566.17	044D	1951	8/31/2026	T	11	5	(566.17)	-
S16008469	440000079793	AP230, INDOOR PLENUM RATED, 2 RADIO 3X3	2301508282430	1	10/22/2015	566.17	044D	1951	8/31/2026	T	11	5	(566.17)	-
S16008470	440000079795	AP230, INDOOR PLENUM RATED, 2 RADIO 3X3	2301508282434	1	10/22/2015	566.17	044D	1951	8/31/2026	T	11	5	(566.17)	-
S21-00122	440000260767	Recordex Simplicity Cam SC13ZAF	SC13-001-7219	1	8/6/2020	270.00	044D	1951	8/31/2026	G	6	5	(270.00)	-
S21-00123	440000260768	Recordex Simplicity Cam SC13ZAF	SC13-001-7220	1	8/6/2020	270.00	044D	1951	8/31/2026	G	6	5	(270.00)	-
S21-00135	440000260780	Recordex Simplicity Cam SC13ZAF	SC13-001-7232	1	8/6/2020	270.00	044D	1951	8/31/2026	G	6	5	(270.00)	-
S21-01420	440000293235	LENOVO 300E (1B CELERON TOUCH)	P209VTB1	1	1/6/2021	237.50	044D	1951	8/31/2026	G	6	5	(237.50)	-
S21-01425	440000293240	LENOVO 300E (1B CELERON TOUCH)	P209WMNY	1	1/6/2021	237.50	044D	1951	8/31/2026	G	6	5	(237.50)	-
S21-01440	440000293255	LENOVO 300E (1B CELERON TOUCH)	P209WMLJ	1	1/6/2021	237.50	044D	1951	8/31/2026	G	6	5	(237.50)	-
S21-01451	440000293266	LENOVO 300E (1B CELERON TOUCH)	P209WMLP	1	1/6/2021	237.50	044D	1951	8/31/2026	G	6	5	(237.50)	-
S21-01464	440000293279	LENOVO THINKPAD L390 (1F - i5 TOUCH)	R90YSXLX	1	1/6/2021	622.50	044D	1951	8/31/2026	G	6	5	(622.50)	-
15-04496	440000093572	PRINTER, LEXMARK C950DE COLOR PRINTER	5058100209164	1	4/21/2015	7,882.00	044A	9708	8/31/2026	T	11	5	(7,882.00)	-
997103700	190000001428	2007 FORD RANGER WHITE	1FTYR44U57PA56210	1	12/22/2006	13,966.00	019A	9607	8/31/2026	T	20	10	(13,966.00)	-
05-34615	440000022744	APPLE, XSERVE/2GHZ/1GB	QP43504MPNJ	1	10/25/2004	7,659.45	044A	1071	8/31/2026	T	22	5	(7,659.45)	-
05-50308	460000001968	TANDBERG, VIDEO CONFERENCE SYSTEM OPUS	25A41037/405KT0200	1	4/26/2005	23,368.87	046A	1071	8/31/2026	T	21	7	(23,368.87)	-
05-54812	440000034522	IBM SERVER X236, INTEL XEON 2.8 GHZ	KPLV378	1	6/22/2005	12,048.17	044A	1071	8/31/2026	T	21	5	(12,048.17)	-
05-86510	110000002173	Promethean Board	4487694013	1	4/6/2005	1,793.00	011A	1071	8/31/2026	T	21	7	(1,793.00)	-
05-86512	110000002175	Promethean Board	4487694015	1	4/6/2005	1,793.00	011A	1071	8/31/2026	T	21	7	(1,793.00)	-
08-10737	110000000746	ACTIVBOARD PROMETHEAN (WHITEBOARD)	0813000363	1	6/30/2008	4,375.00	011A	1071	8/31/2026	T	18	7	(4,375.00)	-
08-10738	110000000747	ACTIVBOARD PROMETHEAN(WHITEBOARD)	0820098121	1	6/30/2008	4,375.00	011A	1071	8/31/2026	T	18	7	(4,375.00)	-
09-02100	110000001452	ACTIVBOARD+2	0815040194	1	7/22/2008	4,392.29	011A	1071	8/31/2026	T	18	7	(4,392.29)	-
09-02246	110000001560	PROMETHEAN BOARD W/LABOR TO INSTALL	0815042071	1	7/22/2008	1,477.00	011A	1071	8/31/2026	T	18	7	(1,477.00)	-
09-02253	110000001567	PROMETHEAN BOARD W/LABOR TO INSTALL	0815042064	1	7/22/2008	1,477.00	011A	1071	8/31/2026	T	18	7	(1,477.00)	-
09-06946	460000002471	SCANNER, ID INTELLI-CHECK FAST-PASS	2501009037	1	10/22/2008	1,635.55	046A	1071	8/31/2026	T	18	7	(1,635.55)	-
09-11523	460000002745	REPEATER, MOTOROLA	484TKC1846	1	5/28/2009	1,875.00	046A	1071	8/31/2026	T	17	7	(1,875.00)	-
09-11524	460000002747	REPEATER, MOTOROLA	464TKE0931	1	5/28/2009	1,875.00	046A	1071	8/31/2026	T	17	7	(1,875.00)	-
10-03515	110000003447	WHITEBOARD, INTERACTIVE SMART BOARD SB68	SB680R2890358	1	2/18/2010	1,012.00	011A	1071	8/31/2026	T	17	7	(1,012.00)	-
13-02715	440000068011	CART, SAFEHARBOR 30 CAPACITY NOTEBOOK	24222	1	1/29/2013	1,450.00	044A	1071	8/31/2026	T	14	5	(1,450.00)	-
13-02716	440000068013	CART, SAFEHARBOR 30 CAPACITY NOTEBOOK	24262	1	1/29/2013	1,450.00	044A	1071	8/31/2026	T	14	5	(1,450.00)	-
17-03934	110000009919	RECORDEX SIMPLICITY TOUCH 70IN BOARD	ST-700-009016	1	6/6/2017	4,498.00	011A	1071	8/31/2026	G	9	7	(4,498.00)	-
A98-13662	460000004019	BOARD COPY QUARTEROVONICS	10710100	1	9/8/1998	3,706.29	046A	1071	8/31/2026	T	28	7	(3,706.29)	-
R06-85039	110000004866	SMARTBOARD	SB680R2B18924	1	6/30/2006	1,200.00	011A	1071	8/31/2026	T	20	7	(1,200.00)	-
R08-83765	110000004942	BOARD, PROMETHEAN	C1001070686	1	6/1/2008	1,099.00	011A	1071	8/31/2026	T	18	7	(1,099.00)	-
R08-83766	110000004943	BOARD, PROMETHEAN	C1001070687	1	6/1/2008	1,099.00	011A	1071	8/31/2026	T	18	7	(1,099.00)	-
R08-83767	110000004944	BOARD, PROMETHEAN	C1001070688	1	6/1/2008	1,099.00	011A	1071	8/31/2026	T	18	7	(1,099.00)	-
R08-83768	110000004945	BOARD, PROMETHEAN	C1001070689	1	6/1/2008	1,099.00	011A	1071	8/31/2026	T	18	7	(1,099.00)	-
R08-83769	110000004946	BOARD, PROMETHEAN	C1001070690	1	6/1/2008	1,099.00	011A	1071	8/31/2026	T	18	7	(1,099.00)	-
R13-81461	110000009075	ACTIVBOARD 95 DUAL MODE	C1211020310	1	6/28/2013	1,039.00	011A	1071	8/31/2026	G	13	7	(1,039.00)	-
S17019348	440000190474	LENOVO M700 SFF DESKTOP	MJ04JK9U	1	12/14/2016	634.00	044D	1071	8/31/2026	G	10	5	(634.00)	-
S17019349	440000190475	LENOVO M700 SFF DESKTOP	MJ04JKAV	1	12/14/2016	634.00	044D	1071	8/31/2026	G	10	5	(634.00)	-

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S17019350	440000190476	LENOVO M700 SFF DESKTOP	MJ04JKAX	1	12/14/2016	634.00	044D	1071	8/31/2026	G	10	5	(634.00)	-
S17019351	440000190477	LENOVO M700 SFF DESKTOP	MJ04JKAM	1	12/14/2016	634.00	044D	1071	8/31/2026	G	10	5	(634.00)	-
21-03036	440000255116	LENOVO 300E (1B CELERON TOUCH)	P209RHRM	1	8/12/2020	237.50	044A	1071	8/31/2026	G	6	5	(237.50)	-
21-03050	440000255130	LENOVO 300E (1B CELERON TOUCH)	P209RHAM	1	8/12/2020	237.50	044A	1071	8/31/2026	G	6	5	(237.50)	-
21-03061	440000255141	LENOVO 300E (1B CELERON TOUCH)	P209RHKH	1	8/12/2020	237.50	044A	1071	8/31/2026	G	6	5	(237.50)	-
21-03071	440000255151	LENOVO 300E (1B CELERON TOUCH)	P209RH8J	1	8/12/2020	237.50	044A	1071	8/31/2026	G	6	5	(237.50)	-
21-03082	440000255162	LENOVO 300E (1B CELERON TOUCH)	P209RJ1X	1	8/12/2020	237.50	044A	1071	8/31/2026	G	6	5	(237.50)	-
21-03086	440000255166	LENOVO 300E (1B CELERON TOUCH)	P209RHQ6	1	8/12/2020	237.50	044A	1071	8/31/2026	G	6	5	(237.50)	-
21-03129	440000255209	LENOVO 300E (1B CELERON TOUCH)	P209RHN9	1	8/12/2020	237.50	044A	1071	8/31/2026	G	6	5	(237.50)	-
21-03134	440000255214	LENOVO 300E (1B CELERON TOUCH)	P209RHKN	1	8/12/2020	237.50	044A	1071	8/31/2026	G	6	5	(237.50)	-
21-03150	440000255230	LENOVO 300E (1B CELERON TOUCH)	P209RHZZ	1	8/12/2020	237.50	044A	1071	8/31/2026	G	6	5	(237.50)	-
21-03158	440000255238	LENOVO THINKPAD L390 (1F - i5 TOUCH)	R90YBGFN	1	8/12/2020	622.50	044A	1071	8/31/2026	G	6	5	(622.50)	-
21-03160	440000255240	LENOVO THINKPAD L390 (1F - i5 TOUCH)	R90YBG9G	1	8/12/2020	622.50	044A	1071	8/31/2026	G	6	5	(622.50)	-
21-03168	440000255248	LENOVO THINKPAD L390 (1F - i5 TOUCH)	R90YBGAP	1	8/12/2020	622.50	044A	1071	8/31/2026	G	6	5	(622.50)	-
21-03170	440000255250	LENOVO THINKPAD L390 (1F - i5 TOUCH)	R90YBF27	1	8/12/2020	622.50	044A	1071	8/31/2026	G	6	5	(622.50)	-
21-03176	440000255256	LENOVO L390 YOGA (1i i7 LIGHTWEIGHT)	R90XSD8V	1	8/12/2020	864.50	044A	1071	8/31/2026	G	6	5	(864.50)	-
21-22843	440000274986	ThinkPad L14 Gen1 20U2S0NF00	PF1SSQX8	1	10/1/2020	478.50	044A	1071	8/31/2026	G	6	5	(478.50)	-
21-23361	440000275504	ThinkPad L14 Gen1 20U2S0NF00	PF1ST7JS	1	10/1/2020	478.50	044A	1071	8/31/2026	G	6	5	(478.50)	-
21-66042	440000318844	LENOVO 300E 2ND GEN (AMD) TOUCH	R9127AD7	1	5/10/2021	264.50	044A	1071	8/31/2026	G	5	5	(264.50)	-
21-66096	440000318898	LENOVO 300E 2ND GEN (AMD) TOUCH	R9127N4M	1	5/10/2021	264.50	044A	1071	8/31/2026	G	5	5	(264.50)	-
18-02006	110000011619	Recordex SimplicityTouch 70in HD interac	ST-700T-011117	1	10/25/2017	4,498.00	011A	1071	8/31/2026	G	9	7	(4,498.00)	-
16-03674	440000102564	DS CHARGING CART	36378	1	4/25/2016	1,175.00	044A	1071	8/31/2026	T	10	5	(1,175.00)	-
16-03761	440000102673	DS CHARGING CART	36381	1	5/12/2016	1,350.60	044A	1071	8/31/2026	T	10	5	(1,350.60)	-
21-22605	440000274748	ThinkPad L14 Gen1 20U2S0NF00	PF1SSH8M	1	10/1/2020	478.50	044A	1071	8/31/2026	G	6	5	(478.50)	-
21-22509	440000274652	ThinkPad L14 Gen1 20U2S0NF00	PF1SSF5M	1	10/1/2020	478.50	044A	1071	8/31/2026	G	6	5	(478.50)	-
21-23139	440000275282	ThinkPad L14 Gen1 20U2S0NF00	PF1ST1NM	1	10/1/2020	478.50	044A	1071	8/31/2026	G	6	5	(478.50)	-
21-31005	440000283148	ThinkPad L14 Gen1 20U2S0NF00	PF1VC7HJ	1	10/1/2020	478.50	044A	1071	8/31/2026	G	6	5	(478.50)	-
21-22829	440000274972	ThinkPad L14 Gen1 20U2S0NF00	PF1SSQQ3	1	10/1/2020	478.50	044A	1071	8/31/2026	G	6	5	(478.50)	-
21-23148	440000275291	ThinkPad L14 Gen1 20U2S0NF00	PF1ST1RK	1	10/1/2020	478.50	044A	1071	8/31/2026	G	6	5	(478.50)	-
21-23257	440000275400	ThinkPad L14 Gen1 20U2S0NF00	PF1ST4XA	1	10/1/2020	478.50	044A	1071	8/31/2026	G	6	5	(478.50)	-
21-24818	440000276961	ThinkPad L14 Gen1 20U2S0NF00	PF1SWWWA	1	10/1/2020	478.50	044A	1071	8/31/2026	G	6	5	(478.50)	-
21-22849	440000274992	ThinkPad L14 Gen1 20U2S0NF00	PF1SSQZH	1	10/1/2020	478.50	044A	1071	8/31/2026	G	6	5	(478.50)	-
21-24337	440000276480	ThinkPad L14 Gen1 20U2S0NF00	PF1SW1E3	1	10/1/2020	478.50	044A	1071	8/31/2026	G	6	5	(478.50)	-
21-22607	440000274750	ThinkPad L14 Gen1 20U2S0NF00	PF1SSHNN	1	10/1/2020	478.50	044A	1071	8/31/2026	G	6	5	(478.50)	-
21-24561	440000276704	ThinkPad L14 Gen1 20U2S0NF00	PF1SWEW7	1	10/1/2020	478.50	044A	1071	8/31/2026	G	6	5	(478.50)	-
21-24336	440000276479	ThinkPad L14 Gen1 20U2S0NF00	PF1SW1DC	1	10/1/2020	478.50	044A	1071	8/31/2026	G	6	5	(478.50)	-
21-24679	440000276822	ThinkPad L14 Gen1 20U2S0NF00	PF1SWMMS	1	10/1/2020	478.50	044A	1071	8/31/2026	G	6	5	(478.50)	-
21-23874	440000276017	ThinkPad L14 Gen1 20U2S0NF00	PF1SV1K8	1	10/1/2020	478.50	044A	1071	8/31/2026	G	6	5	(478.50)	-
21-23382	440000275525	ThinkPad L14 Gen1 20U2S0NF00	PF1ST7TX	1	10/1/2020	478.50	044A	1071	8/31/2026	G	6	5	(478.50)	-
21-23474	440000275617	ThinkPad L14 Gen1 20U2S0NF00	PF1STH0F	1	10/1/2020	478.50	044A	1071	8/31/2026	G	6	5	(478.50)	-
21-23992	440000276135	ThinkPad L14 Gen1 20U2S0NF00	PF1SV66F	1	10/1/2020	478.50	044A	1071	8/31/2026	G	6	5	(478.50)	-
21-25081	440000277224	ThinkPad L14 Gen1 20U2S0NF00	PF1SXCNX	1	10/1/2020	478.50	044A	1071	8/31/2026	G	6	5	(478.50)	-
21-24417	440000276560	ThinkPad L14 Gen1 20U2S0NF00	PF1SW6EM	1	10/1/2020	478.50	044A	1071	8/31/2026	G	6	5	(478.50)	-
21-22831	440000274974	ThinkPad L14 Gen1 20U2S0NF00	PF1SSQSS	1	10/1/2020	478.50	044A	1071	8/31/2026	G	6	5	(478.50)	-
21-30317	440000282460	ThinkPad L14 Gen1 20U2S0NF00	PF1TD9AW	1	10/1/2020	478.50	044A	1071	8/31/2026	G	6	5	(478.50)	-
21-25084	440000277227	ThinkPad L14 Gen1 20U2S0NF00	PF1SXCPN	1	10/1/2020	478.50	044A	1071	8/31/2026	G	6	5	(478.50)	-
21-22362	440000274505	ThinkPad L14 Gen1 20U2S0NF00	PF1SSBL5	1	10/1/2020	478.50	044A	1071	8/31/2026	G	6	5	(478.50)	-
21-24557	440000276700	ThinkPad L14 Gen1 20U2S0NF00	PF1SWETA	1	10/1/2020	478.50	044A	1071	8/31/2026	G	6	5	(478.50)	-
21-24218	440000276361	ThinkPad L14 Gen1 20U2S0NF00	PF1SVQ37	1	10/1/2020	478.50	044A	1071	8/31/2026	G	6	5	(478.50)	-
21-22252	440000274395	ThinkPad L14 Gen1 20U2S0NF00	PF1SS85T	1	10/1/2020	478.50	044A	1071	8/31/2026	G	6	5	(478.50)	-
21-22942	440000275085	ThinkPad L14 Gen1 20U2S0NF00	PF1SST1J	1	10/1/2020	478.50	044A	1071	8/31/2026	G	6	5	(478.50)	-
21-23845	440000275988	ThinkPad L14 Gen1 20U2S0NF00	PF1SV07L	1	10/1/2020	478.50	044A	1071	8/31/2026	G	6	5	(478.50)	-
21-23756	440000275899	ThinkPad L14 Gen1 20U2S0NF00	PF1STSB5	1	10/1/2020	478.50	044A	1071	8/31/2026	G	6	5	(478.50)	-
21-23448	440000275591	ThinkPad L14 Gen1 20U2S0NF00	PF1STG5F	1	10/1/2020	478.50	044A	1071	8/31/2026	G	6	5	(478.50)	-
21-24817	440000276960	ThinkPad L14 Gen1 20U2S0NF00	PF1SWWVE	1	10/1/2020	478.50	044A	1071	8/31/2026	G	6	5	(478.50)	-
21-22328	440000274471	ThinkPad L14 Gen1 20U2S0NF00	PF1SSASF	1	10/1/2020	478.50	044A	1071	8/31/2026	G	6	5	(478.50)	-
21-22949	440000275092	ThinkPad L14 Gen1 20U2S0NF00	PF1SST3Z	1	10/1/2020	478.50	044A	1071	8/31/2026	G	6	5	(478.50)	-
21-29359	440000281502	ThinkPad L14 Gen1 20U2S0NF00	PF1TAGC1	1	10/1/2020	478.50	044A	1071	8/31/2026	G	6	5	(478.50)	-
21-22258	440000274401	ThinkPad L14 Gen1 20U2S0NF00	PF1SS8BW	1	10/1/2020	478.50	044A	1071	8/31/2026	G	6	5	(478.50)	-
21-22737	440000274880	ThinkPad L14 Gen1 20U2S0NF00	PF1SSMD9	1	10/1/2020	478.50	044A	1071	8/31/2026	G	6	5	(478.50)	-
21-22947	440000275090	ThinkPad L14 Gen1 20U2S0NF00	PF1SST3C	1	10/1/2020	478.50	044A	1071	8/31/2026	G	6	5	(478.50)	-
21-22513	440000274656	ThinkPad L14 Gen1 20U2S0NF00	PF1SSF78	1	10/1/2020	478.50	044A	1071	8/31/2026	G	6	5	(478.50)	-
21-24441	440000276584	ThinkPad L14 Gen1 20U2S0NF00	PF1SWATD	1	10/1/2020	478.50	044A	1071	8/31/2026	G	6	5	(478.50)	-
21-22834	440000274977	ThinkPad L14 Gen1 20U2S0NF00	PF1SSQTT	1	10/1/2020	478.50	044A	1071	8/31/2026	G	6	5	(478.50)	-
21-25092	440000277235	ThinkPad L14 Gen1 20U2S0NF00	PF1SXCXL	1	10/1/2020	478.50	044A	1071	8/31/2026	G	6	5	(478.50)	-

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
LIST OF SURPLUS PROPERTY UNDER $500,000
DATED : August 31st , 2026

BPI NUMBER	ASSET NUMBER	ITEM DESCRIPTION	SERIAL NUMBER	# OF UNITS	DATE OF ACQUISITION	ACQUISITION VALUE	CLASS CODE	LOC #	DATE OF SURLUS	CONDITION	AGE IN YEARS	ESTIMATED USEFUL LIFE	ACCUMULATED DEPRECIATION	NET BOOK VALUE
21-22940	440000275083	ThinkPad L14 Gen1 20U2S0NF00	PF1SST0X	1	10/1/2020	478.50	044A	1071	8/31/2026	G	6	5	(478.50)	-
21-24200	440000276343	ThinkPad L14 Gen1 20U2S0NF00	PF1SVPET	1	10/1/2020	478.50	044A	1071	8/31/2026	G	6	5	(478.50)	-
21-22938	440000275081	ThinkPad L14 Gen1 20U2S0NF00	PF1SST02	1	10/1/2020	478.50	044A	1071	8/31/2026	G	6	5	(478.50)	-
21-22377	440000274520	ThinkPad L14 Gen1 20U2S0NF00	PF1SSBRJ	1	10/1/2020	478.50	044A	1071	8/31/2026	G	6	5	(478.50)	-
21-24942	440000277085	ThinkPad L14 Gen1 20U2S0NF00	PF1SX1BK	1	10/1/2020	478.50	044A	1071	8/31/2026	G	6	5	(478.50)	-
21-29166	440000281309	ThinkPad L14 Gen1 20U2S0NF00	PF1TA4DR	1	10/1/2020	478.50	044A	1071	8/31/2026	G	6	5	(478.50)	-
21-22944	440000275087	ThinkPad L14 Gen1 20U2S0NF00	PF1SST24	1	10/1/2020	478.50	044A	1071	8/31/2026	G	6	5	(478.50)	-
21-22247	440000274390	ThinkPad L14 Gen1 20U2S0NF00	PF1SS842	1	10/1/2020	478.50	044A	1071	8/31/2026	G	6	5	(478.50)	-
21-25078	440000277221	ThinkPad L14 Gen1 20U2S0NF00	PF1SXCMH	1	10/1/2020	478.50	044A	1071	8/31/2026	G	6	5	(478.50)	-
21-24091	440000276234	ThinkPad L14 Gen1 20U2S0NF00	PF1SVC2P	1	10/1/2020	478.50	044A	1071	8/31/2026	G	6	5	(478.50)	-
21-23048	440000275191	ThinkPad L14 Gen1 20U2S0NF00	PF1SSYXW	1	10/1/2020	478.50	044A	1071	8/31/2026	G	6	5	(478.50)	-
21-22814	440000274957	ThinkPad L14 Gen1 20U2S0NF00	PF1SSQJ1	1	10/1/2020	478.50	044A	1071	8/31/2026	G	6	5	(478.50)	-
21-24107	440000276250	ThinkPad L14 Gen1 20U2S0NF00	PF1SVG87	1	10/1/2020	478.50	044A	1071	8/31/2026	G	6	5	(478.50)	-
21-30465	440000282608	ThinkPad L14 Gen1 20U2S0NF00	PF1TDE2C	1	10/1/2020	478.50	044A	1071	8/31/2026	G	6	5	(478.50)	-
21-24682	440000276825	ThinkPad L14 Gen1 20U2S0NF00	PF1SWMPK	1	10/1/2020	478.50	044A	1071	8/31/2026	G	6	5	(478.50)	-
21-23666	440000275809	ThinkPad L14 Gen1 20U2S0NF00	PF1STNTQ	1	10/1/2020	478.50	044A	1071	8/31/2026	G	6	5	(478.50)	-
21-30242	440000282385	ThinkPad L14 Gen1 20U2S0NF00	PF1TD7L4	1	10/1/2020	478.50	044A	1071	8/31/2026	G	6	5	(478.50)	-
21-24109	440000276252	ThinkPad L14 Gen1 20U2S0NF00	PF1SVGC4	1	10/1/2020	478.50	044A	1071	8/31/2026	G	6	5	(478.50)	-
21-23765	440000275908	ThinkPad L14 Gen1 20U2S0NF00	PF1STSD6	1	10/1/2020	478.50	044A	1071	8/31/2026	G	6	5	(478.50)	-
21-24820	440000276963	ThinkPad L14 Gen1 20U2S0NF00	PF1SWWXF	1	10/1/2020	478.50	044A	1071	8/31/2026	G	6	5	(478.50)	-
21-22600	440000274743	ThinkPad L14 Gen1 20U2S0NF00	PF1SSH71	1	10/1/2020	478.50	044A	1071	8/31/2026	G	6	5	(478.50)	-
21-22497	440000274640	ThinkPad L14 Gen1 20U2S0NF00	PF1SSF18	1	10/1/2020	478.50	044A	1071	8/31/2026	G	6	5	(478.50)	-
21-24806	440000276949	ThinkPad L14 Gen1 20U2S0NF00	PF1SWWPJ	1	10/1/2020	478.50	044A	1071	8/31/2026	G	6	5	(478.50)	-
21-23033	440000275176	ThinkPad L14 Gen1 20U2S0NF00	PF1SSYHP	1	10/1/2020	478.50	044A	1071	8/31/2026	G	6	5	(478.50)	-
21-24227	440000276370	ThinkPad L14 Gen1 20U2S0NF00	PF1SVSC7	1	10/1/2020	478.50	044A	1071	8/31/2026	G	6	5	(478.50)	-
21-24230	440000276373	ThinkPad L14 Gen1 20U2S0NF00	PF1SVSEF	1	10/1/2020	478.50	044A	1071	8/31/2026	G	6	5	(478.50)	-
21-22604	440000274747	ThinkPad L14 Gen1 20U2S0NF00	PF1SSH8A	1	10/1/2020	478.50	044A	1071	8/31/2026	G	6	5	(478.50)	-
21-22826	440000274969	ThinkPad L14 Gen1 20U2S0NF00	PF1SSQP2	1	10/1/2020	478.50	044A	1071	8/31/2026	G	6	5	(478.50)	-
21-22612	440000274755	ThinkPad L14 Gen1 20U2S0NF00	PF1SSHQA	1	10/1/2020	478.50	044A	1071	8/31/2026	G	6	5	(478.50)	-
21-30351	440000282494	ThinkPad L14 Gen1 20U2S0NF00	PF1TDA31	1	10/1/2020	478.50	044A	1071	8/31/2026	G	6	5	(478.50)	-
21-23476	440000275619	ThinkPad L14 Gen1 20U2S0NF00	PF1STH16	1	10/1/2020	478.50	044A	1071	8/31/2026	G	6	5	(478.50)	-
21-22719	440000274862	ThinkPad L14 Gen1 20U2S0NF00	PF1SSM4M	1	10/1/2020	478.50	044A	1071	8/31/2026	G	6	5	(478.50)	-
21-24108	440000276251	ThinkPad L14 Gen1 20U2S0NF00	PF1SVGBR	1	10/1/2020	478.50	044A	1071	8/31/2026	G	6	5	(478.50)	-
21-66119	440000318921	LENOVO 300E 2ND GEN (AMD) TOUCH	R9127N7B	1	5/10/2021	264.50	044A	1071	8/31/2026	G	5	5	(264.50)	-
21-22823	440000274966	ThinkPad L14 Gen1 20U2S0NF00	PF1SSQN7	1	10/1/2020	478.50	044A	1071	8/31/2026	G	6	5	(478.50)	-
21-03079	440000255159	LENOVO 300E (1B CELERON TOUCH)	P209RH72	1	8/12/2020	237.50	044A	1071	8/31/2026	G	6	5	(237.50)	-
21-30202	440000282345	ThinkPad L14 Gen1 20U2S0NF00	PF1TD6W6	1	10/1/2020	478.50	044A	1071	8/31/2026	G	6	5	(478.50)	-
21-03051	440000255131	LENOVO 300E (1B CELERON TOUCH)	P209RH7J	1	8/12/2020	237.50	044A	1071	8/31/2026	G	6	5	(237.50)	-
997103395	190000001151	TRUCK PICKUP 3/4 TON FORD 2003	1FTNF20L83ED09247	1	4/30/2003	15,190.00	019A	9613	8/31/2026	G	23	10	(15,190.00)	-
997103660	190000001388	2997 FORD RANGER / WHITE	1FTYR44U47PA48325	1	11/9/2006	13,966.00	019A	9630	8/31/2026	T	20	10	(13,966.00)	-
15-00728	440000086866	LENOVO THINKPAD YOGA I5	MP05YRVA	1	8/13/2014	1,275.50	044A	9788	8/31/2026	T	12	5	(1,275.50)	-
15-05725	440000095658	APPLE MACBOOK PRO 15"	C02PLFYRG8WN	1	6/16/2015	1,899.00	044A	9788	8/31/2026	T	11	5	(1,899.00)	-
16-01756	440000099411	LENOVO THINKPAD YOGA I3	MP1090QY	1	11/18/2015	1,099.00	044A	9788	8/31/2026	T	11	5	(1,099.00)	-
16-01793	440000099474	MACBOOK PRO 13-INCH W/RETINA DISPLAY	C02QM0D2FVH4	1	11/19/2015	1,479.00	044A	9788	8/31/2026	T	11	5	(1,479.00)	-
16-01794	440000099476	MACBOOK PRO 13-INCH W/RETINA DISPLAY	C02QM0EMFVH4	1	11/19/2015	1,479.00	044A	9788	8/31/2026	T	11	5	(1,479.00)	-
17-04667	440000221820	LENOVO THINK CENTRE M900 3.40GHZ	MJ05G5BT	1	6/30/2017	1,497.00	044A	9788	8/31/2026	G	9	5	(1,497.00)	-
15-03019	440000090873	LAPTOP CART - EARTH WALK CART 30 USER	40711	1	12/8/2014	1,339.00	044A	3121	8/31/2026	T	12	5	(1,339.00)	-
15-03017	440000090869	LAPTOP CART - EARTH WALK CART 30 USER	40746	1	12/8/2014	1,339.00	044A	3121	8/31/2026	T	12	5	(1,339.00)	-
15-04004	440000092654	LAPTOP CART - EARTH WALK CART 30 USER	50876	1	3/13/2015	1,339.00	044A	3121	8/31/2026	T	11	5	(1,339.00)	-
15-03018	440000090871	LAPTOP CART - EARTH WALK CART 30 USER	40726	1	12/8/2014	1,339.00	044A	3121	8/31/2026	T	12	5	(1,339.00)	-
94-22597	460000004918	MACHINE BINDING GBC/PUNCHING 470KM	FD02867	1	6/11/1993	1,895.00	046A	3121	8/31/2026	G	33	7	(1,895.00)	-
92-14246	400000004152	SYNTHESIZER KORG T 3 /CASE	015301	1	7/30/1991	2,604.00	040A	3121	8/31/2026	G	35	5	(2,604.00)	-
92-30844	400000004181	SYNTHESIZER KORG T-3 T0A73A016110	015987	1	5/22/1991	2,604.00	040A	3121	8/31/2026	G	35	5	(2,604.00)	-
21-37402	440000289488	COLLABORATION KIT, POLYCOM STUDIO	8G2037574668F9	1	10/27/2020	865.70	044A	3121	8/31/2026	G	6	5	(865.70)	-
21-37850	440000289936	COLLABORATION KIT, POLYCOM STUDIO	8G20375741A2F9	1	10/27/2020	865.70	044A	3121	8/31/2026	G	6	5	(865.70)	-
21-37909	440000289995	COLLABORATION KIT, POLYCOM STUDIO	8G2037573BAAF9	1	10/27/2020	865.70	044A	3121	8/31/2026	G	6	5	(865.70)	-
21-37380	440000289466	COLLABORATION KIT, POLYCOM STUDIO	8G20375742A2F9	1	10/27/2020	865.70	044A	3121	8/31/2026	G	6	5	(865.70)	-
21-37383	440000289469	COLLABORATION KIT, POLYCOM STUDIO	8G2037573D36F9	1	10/27/2020	865.70	044A	3121	8/31/2026	G	6	5	(865.70)	-
21-37382	440000289468	COLLABORATION KIT, POLYCOM STUDIO	8G203757444EF9	1	10/27/2020	865.70	044A	3121	8/31/2026	G	6	5	(865.70)	-
21-37410	440000289496	COLLABORATION KIT, POLYCOM STUDIO	8G20375741B4F9	1	10/27/2020	865.70	044A	3121	8/31/2026	G	6	5	(865.70)	-
21-37409	440000289495	COLLABORATION KIT, POLYCOM STUDIO	8G20385777DCF9	1	10/27/2020	865.70	044A	3121	8/31/2026	G	6	5	(865.70)	-
21-37853	440000289939	COLLABORATION KIT, POLYCOM STUDIO	8G20375741FCF9	1	10/27/2020	865.70	044A	3121	8/31/2026	G	6	5	(865.70)	-
21-37378	440000289464	COLLABORATION KIT, POLYCOM STUDIO	8G203757466EF9	1	10/27/2020	865.70	044A	3121	8/31/2026	G	6	5	(865.70)	-
21-37400	440000289486	COLLABORATION KIT, POLYCOM STUDIO	8G2037573B9AF9	1	10/27/2020	865.70	044A	3121	8/31/2026	G	6	5	(865.70)	-
21-37923	440000290009	COLLABORATION KIT, POLYCOM STUDIO	8G2037574652F9	1	10/27/2020	865.70	044A	3121	8/31/2026	G	6	5	(865.70)	-

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
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21-37417	440000289503	COLLABORATION KIT, POLYCOM STUDIO	8G2037574660F9	1	10/27/2020	865.70	044A	3121	8/31/2026	G	6	5	(865.70)	-
21-37904	440000289990	COLLABORATION KIT, POLYCOM STUDIO	8G2037574692F9	1	10/27/2020	865.70	044A	3121	8/31/2026	G	6	5	(865.70)	-
21-37407	440000289493	COLLABORATION KIT, POLYCOM STUDIO	8G2037573F96F9	1	10/27/2020	865.70	044A	3121	8/31/2026	G	6	5	(865.70)	-
21-37851	440000289937	COLLABORATION KIT, POLYCOM STUDIO	8G2037574128F9	1	10/27/2020	865.70	044A	3121	8/31/2026	G	6	5	(865.70)	-
21-37372	440000289458	COLLABORATION KIT, POLYCOM STUDIO	8G2037573EC4F9	1	10/27/2020	865.70	044A	3121	8/31/2026	G	6	5	(865.70)	-
21-37373	440000289459	COLLABORATION KIT, POLYCOM STUDIO	8G2037574222F9	1	10/27/2020	865.70	044A	3121	8/31/2026	G	6	5	(865.70)	-
21-37905	440000289991	COLLABORATION KIT, POLYCOM STUDIO	8G2037574670F9	1	10/27/2020	865.70	044A	3121	8/31/2026	G	6	5	(865.70)	-
21-37861	440000289947	COLLABORATION KIT, POLYCOM STUDIO	8G203757412AF9	1	10/27/2020	865.70	044A	3121	8/31/2026	G	6	5	(865.70)	-
21-37384	440000289470	COLLABORATION KIT, POLYCOM STUDIO	8G2037573E9CF9	1	10/27/2020	865.70	044A	3121	8/31/2026	G	6	5	(865.70)	-
21-37903	440000289989	COLLABORATION KIT, POLYCOM STUDIO	8G2037573E94F9	1	10/27/2020	865.70	044A	3121	8/31/2026	G	6	5	(865.70)	-
21-37908	440000289994	COLLABORATION KIT, POLYCOM STUDIO	8G2037573B92F9	1	10/27/2020	865.70	044A	3121	8/31/2026	G	6	5	(865.70)	-
21-37413	440000289499	COLLABORATION KIT, POLYCOM STUDIO	8G2037573BA0F9	1	10/27/2020	865.70	044A	3121	8/31/2026	G	6	5	(865.70)	-
19-01719	460000007081	VARPM3600DEMO: Postermaker 3600 Demo Uni	VQPM36120507678	1	12/10/2018	1,995.00	046A	3121	8/31/2026	T	8	7	(1,995.00)	-
15-01078	440000087490	LENOVO THINKSTATION E32	MJ00PUAR	1	8/26/2014	1,125.00	044A	3121	8/31/2026	T	12	5	(1,125.00)	-
S16009815	440000081968	LENOVO THINKCENTRE M73 MINI-TOWER	MJ02UPLG	1	10/22/2015	830.00	044D	3121	8/31/2026	T	11	5	(830.00)	-
S16009816	440000081970	LENOVO THINKCENTRE M73 MINI-TOWER	MJ02UPL9	1	10/22/2015	830.00	044D	3121	8/31/2026	T	11	5	(830.00)	-
S16009817	440000081972	LENOVO THINKCENTRE M73 MINI-TOWER	MJ02UPL1	1	10/22/2015	830.00	044D	3121	8/31/2026	T	11	5	(830.00)	-
11-80668	110000004428	BOARD, PROMETHEAN ACTIVBOARD	C1004210629	1	8/16/2010	1,039.00	011A	3121	8/31/2026	T	16	7	(1,039.00)	-
R13-80191	110000005332	ActivBoard 378PRO	C1207020321	1	8/8/2012	1,277.00	011A	3121	8/31/2026	T	14	7	(1,277.00)	-
R13-80192	110000005333	ActivBoard 378PRO	C1204100067	1	8/8/2012	1,277.00	011A	3121	8/31/2026	T	14	7	(1,277.00)	-
17-03374	110000009359	SIMPLICITYTOUCH 70IN W/COLLAB SUITE	ST-700-008190	1	6/6/2017	5,475.06	011A	3121	8/31/2026	G	9	7	(5,475.06)	-
18-01342	110000011336	Recordex SimplicityTouch 70in HD interac	ST-700-007696	1	9/19/2017	4,498.00	011A	3121	8/31/2026	G	9	7	(4,498.00)	-
18-01345	110000011339	Recordex SimplicityTouch 70in HD interac	ST-700-010710	1	9/19/2017	4,498.00	011A	3121	8/31/2026	G	9	7	(4,498.00)	-
18-01343	110000011337	Recordex SimplicityTouch 70in HD interac	ST-700-010712	1	9/19/2017	4,498.00	011A	3121	8/31/2026	G	9	7	(4,498.00)	-
18-01344	110000011338	Recordex SimplicityTouch 70in HD interac	ST-700-010703	1	9/19/2017	4,498.00	011A	3121	8/31/2026	G	9	7	(4,498.00)	-
17-03698	110000009683	RECORDEX SIMPLICITY TOUCH 70IN BOARD	ST-700-008763	1	6/6/2017	4,498.00	011A	3121	8/31/2026	G	9	7	(4,498.00)	-
17-03686	110000009671	RECORDEX SIMPLICITY TOUCH 70IN BOARD	ST-700-007812	1	6/6/2017	4,498.00	011A	3121	8/31/2026	G	9	7	(4,498.00)	-
17-03685	110000009670	RECORDEX SIMPLICITY TOUCH 70IN BOARD	ST-700-007648	1	6/6/2017	4,498.00	011A	3121	8/31/2026	G	9	7	(4,498.00)	-
17-04227	110000010212	RECORDEX SIMPLICITY TOUCH 70IN BOARD	ST-700-009786	1	6/7/2017	4,498.00	011A	2621	8/31/2026	G	9	7	(4,498.00)	-
17-03398	110000009383	SIMPLICITYTOUCH 70IN W/COLLAB SUITE	ST-700-008096	1	6/6/2017	5,475.06	011A	2621	8/31/2026	G	9	7	(5,475.06)	-
08-08406	460000001220	REPEATER, MOTOROLA RADIUS GR 1225	780THW0897	1	3/6/2008	2,586.10	046A	2621	8/31/2026	T	18	7	(2,586.10)	-
89-16738	400000004000	TUBA YAMAHA 3/4 103 W/BB C25	100435	1	2/14/1989	1,325.00	040A	1791	8/31/2026	G	38	5	(1,325.00)	-
06-82699	200000001066	WRESTLING MATS	09510016	1	1/5/2006	9,998.57	020A	0951	8/31/2026	T	21	10	(9,998.57)	-
87-30398	200000001536	MACHINE, JUGS CURVEBALL PITCHING	C-0714	1	8/26/1985	1,145.00	020A	0951	8/31/2026	G	41	10	(1,145.00)	-
997102874	190000002585	Dodge Ram Pickup Truck	3D7KR26D06G282817	1	10/2/2006	22,400.00	019A	1051	8/31/2026	T	20	10	(22,400.00)	-
997103877	190000000295	FORD E-250 CARGO VAN 4X2	1FTNE24W48DB54877	1	7/23/2008	15,775.00	019A	9608	8/31/2026	T	18	10	(15,775.00)	-
997103701	190000001429	2007 FORD RANGER / WHITE	1FTYR44U77PA56211	1	12/22/2006	13,966.00	019A	9614	8/31/2026	T	20	10	(13,966.00)	-
997103697	190000001425	2007 FORD RANGER WHITE	1FTYR44U57PA56207	1	12/22/2006	13,966.00	019A	9614	8/31/2026	T	20	10	(13,966.00)	-
997103657	190000001385	2007 FORD RANGER/WHITE	1FTYR44U77PA48321	1	11/9/2006	13,966.00	019A	9614	8/31/2026	T	20	10	(13,966.00)	-
997103702	190000001430	2007 FORD RANGER WHITE	1FTYR44U97PA56212	1	12/22/2006	13,966.00	019A	9614	8/31/2026	T	20	10	(13,966.00)	-
997103696	190000001424	2007 FORD RANGER WHITE	1FTYR44U37PA56206	1	12/22/2006	13,966.00	019A	9614	8/31/2026	T	20	10	(13,966.00)	-
17-02644	440000395512	NC82-P - NVA CHAT 8	8.25N4302	1	5/18/2017	3,595.00	044A	9780	8/31/2026	G	9	5	(3,595.00)	-
18-00992	200000001951	High jump pit	NONE	1	8/24/2017	5,900.00	020A	0951	8/31/2026	T	9	10	(5,359.16)	540.84
				563		1,230,284.98							(1,229,744.14)	540.84

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
QUESTIONABLE ITEMS REPORT
DATED :AUGUST 31ST 2026

	EQUIP NO	ITEM DESCRIPTION	SERIAL NUMBER	ACQUISITION DATE	CLASS	OLD LOCATION	AGE in Years	EUL in Years	NET BK VAL	BROKEN	OBSOLETE	OTHER	NOTES
1	18-00992	High jump pit	NONE	8/24/2017	020A	0951	9	10	540.84		X		Beyond Economical Repair
									540.84				

Status: ORIGINAL

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

2026-10-13	Regular School Board Meeting
CATEGORY:	F. Financial Management
DEPARTMENT:	Budget

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

TITLE:

Budget Report for the Period Ended August 31, 2026

REQUESTED ACTION:

Approve the Budget Report for the period ended August 31, 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:

Executive Summary
August 2026 Budget Report

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 Sep 29,

Electronic Signature

Form $4189 Revised 9/26

HH/JJS

Approved in Open Board Meeting On: October 13, 2026

By: _____

School Board Chair

For more information, please contact:

Name: Omar Shim
Title: Task Assigned Chief Financial Officer
Phone: 754-321-1990

EXECUTIVE SUMMARY

Budget Report for the Period Ended August 31, 2026

Board Meeting Date: October 13, 2026

Requested Action:
Approve the Budget Report for the period ended August 31, 2026, including any accompanying budget amendments.

General Information

The following information outlines the governing authority, districtwide implications, historical background, strategic alignment with the 2027 goals and guardrails, and the anticipated measurable outcomes and return on investment related to this agenda item.

District-zone Impact/Board Member: District-wide	
School Board Policy Requirement	School Board Policy 3510, Fund Balance, requires interim financial statements to include the projected General Fund ending fund balance relative to total General Fund revenues.
Statutory Requirement	Submitted pursuant to Rule 6A-1.008, Florida Administrative Code, under Section 1001.02, Florida Statutes, which requires monthly financial statements to be submitted to the School Board. Any accompanying budget amendments are presented for approval in accordance with Section 1011.06, Florida Statutes.
If the School Board votes "Yes"	Approval accepts the financial statements for the Board's use and consideration and approves any accompanying budget amendments. The item supports the Board's ongoing fiscal oversight.
If the School Board votes "No"	The financial statements would remain part of the public record, but the Board would not accept the report or approve any accompanying budget amendments. This could delay related financial actions.
Alignment to the 2027 Strategic Goals and Guardrails	Business Operations
Measurable Outcome(s)/Return on Investment	Provides timely financial transparency, supports compliance with applicable reporting and fund balance requirements, and enables the School Board to monitor revenues, expenditures, fund balances, and budget performance.

Background/History

The 2026-2027 tentative budgets were approved by the School Board on July 28, 2026. Following approval of the tentative budget, amendments are processed as necessary to reflect changes in revenues, expenditures, and funding allocations and are reported to the Board through monthly financial reports.

Because the financial activity reported through August 31, 2026 occurred before adoption of the final 2026-2027 budget, this report uses the 2026-2027 Tentative Budget for comparison. Beginning with the September 2026 Budget Report, comparisons will be presented against the 2026-2027 Adopted Budget.

The attached August 2026 Budget Report presents the tentative budgets compared to actual revenues earned and expenditures incurred through August 31, 2026, and provides a point-in-time snapshot of the District's financial position.

All financial activity is recorded in accordance with applicable accounting standards and is subject to annual independent external audit. When applicable, the report reflects budget amendments resulting from changes in funding sources, program needs, or operational 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.

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.

Contract Term:	Not applicable – no contract associated with this item
Multi-Year Agreement:	Not applicable
Procurement Method:	Not applicable – informational report only

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:

The Budget Report primarily provides financial information and does not, by itself, authorize additional spending. Any accompanying budget amendments are included within the report for Board approval. The Budget Report reflects revenues earned and expenditures incurred through August 31, 2026, across all major District funds.

To preserve fiscal stability and ensure compliance with the State's minimum 3 percent General Fund balance requirement, the District has implemented a hiring freeze and travel freeze and continues to review expenditure controls.

During the early months of the 2026-2027 school year, current projections indicate the District remains above the State's 3 percent minimum General Fund balance requirement; however, the available margin remains limited, with a projected Assigned and Unassigned General Fund balance of approximately $83.6 million, or 3.40 percent of projected General Fund revenues. This limited margin provides minimal flexibility to absorb additional financial pressures during the year.

District leadership will monitor revenue collections, spending patterns, and fund balance levels and will continue to provide the School Board with updates through future budget reports.

New/Current Requested Agreement Authority

Agreement Authority Terms	Length of Agreement Terms	Total Agreement Amount
N/A	N/A	N/A

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

Current Fiscal Year Budget Authority

Fiscal Year	Length of Agreement Terms	Budget Fund	Amount	Included in Budget (Y/N)
N/A	N/A	N/A	N/A	N/A

Future Fiscal Year Budget Authority (Subject to Board Budget Approval)

Future Fiscal Year(s)	Length of Agreement Terms	Budget Fund	Amount
N/A	N/A	N/A	N/A

School Impact, Stakeholder Engagement, and Implementation Considerations

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

Impact on Schools	This Budget Report supports the School Board's oversight of financial resources for schools and provides an early-year view of expenditure and funding trends that may inform future budget and operational decisions.
School Selection /Prioritization	This Budget Report is districtwide in nature and does not involve the selection or prioritization of individual schools. The report provides an overall financial perspective to support equitable resource management across all schools.
Community/ Stakeholder Engagement	This item is a monthly Budget Report based on budget and accounting records and does not involve discretionary decisions.
End-User Input	Not applicable – no stakeholder or end-user input is required.
Technology/Capital Expected Lifecycle/Replacement Cycle	The Budget Report reflects capital fund activity but does not authorize new technology, equipment, or facility expenditures.

Additional Backup:
The August 2026 Budget Report is attached and includes both summary and detailed financial statements for the General Fund, Referendum, Debt Service, Capital Projects, Special Revenue, and Internal Service Funds, including detailed schedules for Food Service, Grants, and Miscellaneous Special Revenue activity.

The report provides:

- 2026-2027 Tentative Budget comparisons;
- Year-to-date revenues and expenditures by object and function;
- Projected General Fund balance, including the Assigned and Unassigned balance relative to projected General Fund revenues.

This report provides a cumulative record of District financial activity for the fiscal year through August 31, 2026, and supports ongoing School Board oversight of revenues, expenditures, and fund balances in accordance with State requirements and internal fiscal controls. Monthly budget reporting continues throughout the fiscal year and culminates with the Superintendent's Annual Financial Report (SAFR) following the year-end financial closing.

BROWARD COUNTY

PUBLIC SCHOOLS

BUDGET REPORT

For the Period Ended August 31, 2026

Prepared by Financial Management

AUGUST 2026 BUDGET REPORT

Second-Month Financial Overview

This report presents the District's financial activity and budget position through August 31, 2026, the second month of the 2026-27 year. It includes the tentative and revised budgets, year-to-date revenues and expenditures, budget-to-actual variances, fund balance information, and financial activity across the District's major governmental funds. Because August is the second reporting month, revenue collections and expenditure patterns continue to reflect normal timing differences that occur early in the year.

KEY FINANCIAL INDICATORS

Financial Measure	August 31, 2026
General Fund and Referendum revised revenue budget	**$2.400 billion**
General Fund and Referendum year-to-date revenues	**$159.3 million**
General Fund and Referendum year-to-date expenditures	**$310.2 million**
General Fund year-end total fund balance	**$156.6 million**
General Fund Assigned and Unassigned fund balance	**$84.4 million**
General Fund Assigned and Unassigned percentage	**3.5%**
Tax Anticipation Note - Other Financing Sources	**$250.0 million**

General Fund Balance

Based on the 2026-27 Adopted Budget, the General Fund has a projected total fund balance of approximately $156.6 million. Of this amount, approximately $84.4 million is Assigned and Unassigned, representing 3.5% of General Fund revenues. This measure remains the primary indicator used to assess the District's available General Fund balance relative to the State's 3% minimum.

Tax Anticipation Note (TAN)

The District issued a $250 million Tax Anticipation Note in July to address normal cash-flow timing needs before significant property tax collections are received later in the year. The TAN is reported as an Other Financing Source and therefore increases the reported August financial position; however, it represents short-term borrowing and does not increase the District's underlying fund balance or recurring financial resources.

August represents the second month of 2026-27. Several major revenue sources, particularly property taxes, are collected later in the year, while payroll, purchased services, maintenance, and other operating costs are recognized throughout the year. Accordingly, August activity should be interpreted in the context of normal early-year timing differences.

AUGUST 2026 RESULTS AND ITEMS TO MONITOR

SELECTED FUND RESULTS

Fund	YTD Revenues	YTD Expenditures	Net Change	Month-End Fund Balance
General Fund & Referendum	$159.3M	$310.2M	$(151.0)M	**See Fund Balance Note**
Debt Service Funds	$0.4M	$0.0M	$0.4M	**$46.9M**
Capital Projects Funds	$10.4M	$38.4M	$(28.0)M	**$310.2M**

General Fund and Referendum Activity

The combined General Fund and Referendum schedules reflect approximately $159.3 million in revenues and $310.2 million in expenditures through August 31, producing a year-to-date operating reduction of approximately $151.0 million before considering the Tax Anticipation Note. Because the $250 million TAN is reported as an Other Financing Source, the reported August ending financial position includes short-term borrowing and should not be interpreted as available or recurring fund balance.

Debt Service and Capital Projects

Debt Service Funds report approximately $0.4 million in year-to-date revenue and no year-to-date debt service expenditures, with a month-end fund balance of approximately $46.9 million. Capital Projects Funds report approximately $10.4 million in revenue and $38.4 million in expenditures, resulting in a month-end fund balance of approximately $310.2 million. Capital fund balances remain committed to capital projects and reserves and are not available for unrestricted General Fund operations.

Special Revenue Funds

Special Revenue activity includes Food Service, grants and other restricted programs. Through August 31, combined Special Revenue funds report approximately $14.1 million in revenues and $35.7 million in expenditures. Activity reflects early-year timing differences in grant reimbursements, Food Service revenues and program expenditures and should continue to be monitored throughout the year.

ITEMS TO MONITOR

Fund Balance	General Fund total fund balance is estimated at approximately $156.6 million, including $84.4 million of Assigned and Unassigned fund balance, or 3.5% of General Fund revenues.
Revenue Timing	Property tax and other major revenue sources are not collected evenly throughout the year; August collection percentages therefore continue to reflect normal early-year timing for several categories.
Cash Flow / TAN	The $250 million Tax Anticipation Note provides short-term liquidity and is reported as an Other Financing Source. It should be distinguished from underlying fund balance and recurring operating resources.

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
TENTATIVE BUDGET WITH REVENUE AND EXPENSES THROUGH AUGUST 31, 2026
FOR FISCAL YEAR 2026-27
GENERAL FUND BUDGET

Budget is based on the Florida Education Finance Program (FEFP) 2nd Calculation for 2026-27

Broward County School District Tentative Budget	FTE & Funding FY27 Budget Grand Total	Less FES - Family Empowerment Scholarships	Charter and Traditional Public Schools		Less Charter Schools	Traditional (District-Run) Schools	
Full Time Equivalent Students (FTE)							
Unweighted FTE	278,395.90	-55,080.50	223,315.40		-48,736.61	174,578.79	
Weighted FTE	296,283.57	-58,600.02	237,683.55		-50,689.26	186,994.29	
Revenue Sources							
Federal Sources	$ 2,200,000	$ -	$ 2,200,000		$ -	$ 2,200,000	
Federal Through State	11,447,788		11,447,788			11,447,788	
State Sources - FES Total Funding		(491,948,893)					
State Sources - FES State Contribution (State Direct-Not Broward)		115,346,278					
State Sources + FES Broward Contribution	1,264,737,723	(376,602,615)	888,135,108			888,135,108	
State Sources - Charter Schools					(207,328,578)	(207,328,578)	
Total State Traditional Schools					(207,328,578)	680,806,530	
Local Sources - Referendum	346,229,659		346,229,659		(73,656,778)	272,572,881	
Local Sources - Other (Charter PECO)	1,398,725,010		1,398,725,010		(34,233,380)	1,364,491,630	
Local Sources - Charter Schools					(207,325,577)	(207,325,577)	
Total Local Traditional Schools					(315,215,735)	1,429,738,934	
Other Sources	293,439,567		293,439,567			293,439,567	
Sub Total Revenue	3,316,779,747	(376,602,615)	2,940,177,132		(522,544,313)	2,417,632,819	
Fund Balance - Beginning	147,008,561		147,008,561			147,008,561	
Broward Cty School District Tentative Budget Approved 7-28-26	**$ 3,463,788,308**	**$ (376,602,615)**	**$ 3,087,185,693**		**$ (522,544,313)**	**$ 2,564,641,380**	
District and Charter Adjustments							
Less Charter School Fees earned by the District (contracted services and sponsor district admin fee)					$ 7,051,512	$ -	
Add Charter School Fees provided by the District (settlement)					(24,970,869)		
Total Charter Local Adjustment impact on SBBC						(17,919,357)	
Charter and Traditional School Adjusted Revenue					$ (540,463,670)	2,546,722,023	
						(147,008,561)	Less Fund Balance-Beginning
						$ 2,399,713,462	Total General Fund Estimated Revenue and Expenditures

FES funds are removed from Broward's State funding and are not accounted for within the District Budget

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
TENTATIVE BUDGET WITH REVENUE AND EXPENSES THROUGH AUGUST 31, 2026
FOR FISCAL YEAR 2026-27
GENERAL FUND ONLY

		A	B		C	D	E	F
	Tentative Budget Approved July 28, 2026	Revised Budget July 31, 2026	Revised Budget August 31, 2026	Notes	Budget Increase/ (Decrease) Over Previous Month	YTD/Actuals Rev/Expenditures August 31, 2026	YTD/Variance Revised Budget to Actual	Percentage Collected of Revised Budget
					B-A		B-D	D/B
ESTIMATED REVENUES:								
Federal Sources	$ 2,200,000	$ 2,200,000	$ 2,200,000		$ -	$ 170,399	$ 2,029,601	7.7%
Federal Through State	11,447,788	11,447,788	11,447,788		-	6,891	11,440,897	0.1%
State Sources	680,806,530	680,806,530	680,806,530		-	122,352,360	558,454,170	18.0%
Local Sources - includes charter school adjustments	1,139,246,696	1,139,246,696	1,139,246,696		-	7,840,681	1,131,406,015	0.7%
Other Sources	293,439,567	293,439,567	293,439,567		-	40,804,831	252,634,736	13.9%
TOTAL REVENUES & TRANSFERS	**$ 2,127,140,581**	**$ 2,127,140,581**	**$ 2,127,140,581**		**$ -**	**$ 171,175,162**	**$ 1,955,965,419**	**8.0%**
ESTIMATED EXPENDITURES BY OBJECT:								
Salaries	$ 1,130,466,938	$ 1,130,466,938	$ 1,130,466,938		$ -	$ 136,352,977	$ 994,113,961	12.1%
Benefits	490,465,125	490,465,125	490,465,125		-	51,643,616	438,821,509	10.5%
Purchased Services	234,627,714	234,627,714	234,627,714		-	61,696,925	172,930,789	26.3%
Energy Services	60,632,394	60,632,394	60,632,394		-	10,421,744	50,210,650	17.2%
Materials and Supplies	98,103,094	98,103,094	98,103,094		-	2,884,739	95,218,355	2.9%
Capital Outlay	61,188,753	61,188,753	61,188,753		-	6,607,193	54,581,560	10.8%
Other Expenses	51,616,563	51,616,563	51,616,563		-	6,094,250	45,522,313	11.8%
Transfers Out	40,000	40,000	40,000		-	-	40,000	0.0%
TOTAL ESTIMATED EXPENDITURES	**$ 2,127,140,581**	**$ 2,127,140,581**	**$ 2,127,140,581**		**$ -**	**$ 275,701,444**	**$ 1,851,439,137**	**13.0%**
FINANCIAL POSITION - SURPLUS/DEFICIT	**$ -**	**$ -**	**$ -**		**$ -**	**$ (104,526,282)**	**$ 104,526,282**	
BEGINNING FUND BALANCE	**$ 147,008,561**	**$ 147,008,561**	**$ 147,008,561**			**$ 147,008,561**		
NET REVENUE OVER/(UNDER) EXPENDITURES	-	-	-			**(104,526,282)**		
Tax Anticipation Note - Other Financing Sources						**250,000,000**		
ESTIMATED ENDING FUND BALANCE	**$ 147,008,561**	**$ 147,008,561**	**$ 147,008,561**		**$ -**			
MONTH-END FINANCIAL POSITION INCLUDING TAN						**$ 292,482,279**		

NOTES:

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

TENTATIVE BUDGET WITH REVENUE AND EXPENSES THROUGH AUGUST 31, 2026

FOR FISCAL YEAR 2026-27

GENERAL FUND ONLY

		A	B		C	D	E	F
	Tentative Budget Approved July 28, 2026	Revised Budget July 31, 2026	Revised Budget August 31, 2026	Notes	Budget Increase/ (Decrease) Over Previous Month	YTD/Actuals Rev/Expenditures August 31, 2026	YTD/Variance Revised Budget to Actual	Percentage Collected of Revised Budget
					B-A		B-D	D/B
ESTIMATED REVENUES:								
Federal Sources	$ 2,200,000	$ 2,200,000	$ 2,200,000		$ -	$ 170,399	$ 2,029,601	7.7%
Federal Through State	11,447,788	11,447,788	11,447,788		-	6,891	11,440,897	0.1%
State Sources	680,806,530	680,806,530	680,806,530		-	122,352,360	558,454,170	18.0%
Local Sources	1,139,246,696	1,139,246,696	1,139,246,696		-	7,840,681	1,131,406,015	0.7%
Other Sources	293,439,567	293,439,567	293,439,567		-	40,804,831	252,634,736	13.9%
TOTAL REVENUES & TRANSFERS	**$ 2,127,140,581**	**$ 2,127,140,581**	**$ 2,127,140,581**		**$ -**	**$ 171,175,162**	**$ 1,955,965,419**	**8.0%**
ESTIMATED EXPENDITURES BY FUNCTION:								
Instruction	$ 1,221,347,238	$ 1,221,347,238	$ 1,221,347,238		$ -	$ 124,408,309	$ 1,096,938,929	10.2%
Pupil Services	117,448,545	117,448,545	117,448,545		-	16,840,242	100,608,303	14.3%
Instructional Media	24,845,646	24,845,646	24,845,646		-	3,068,984	21,776,662	12.4%
Instruction & Curriculum	29,299,797	29,299,797	29,299,797		-	4,636,288	24,663,509	15.8%
Instructional Staff Training	6,340,402	6,340,402	6,340,402		-	257,889	6,082,513	4.1%
Instructional Technology	31,904,238	31,904,238	31,904,238		-	15,587,140	16,317,098	48.9%
Board-Contracted Services	9,092,970	9,092,970	9,092,970		-	1,252,751	7,840,219	13.8%
General Administration	9,688,618	9,688,618	9,688,618		-	1,863,673	7,824,945	19.2%
School Administration	143,698,381	143,698,381	143,698,381		-	24,031,780	119,666,601	16.7%
Facilities	62,348,917	62,348,917	62,348,917		-	5,398,190	56,950,727	8.7%
Fiscal Services	9,722,647	9,722,647	9,722,647		-	2,311,921	7,410,726	23.8%
Central Services	46,194,217	46,194,217	46,194,217		-	9,799,638	36,394,579	21.2%
Transportation	96,110,803	96,110,803	96,110,803		-	10,862,959	85,247,844	11.3%
Operation of Plant	197,946,541	197,946,541	197,946,541		-	31,077,827	166,868,714	15.7%
Maintenance of Plant	75,265,198	75,265,198	75,265,198		-	18,928,298	56,336,900	25.1%
Administrative Technology	15,083,946	15,083,946	15,083,946		-	2,905,321	12,178,625	19.3%
Community Services	16,358,453	16,358,453	16,358,453		-	2,470,234	13,888,219	15.1%
Debt Service	14,404,024	14,404,024	14,404,024		-	-	14,404,024	0.0%
Transfers Out	40,000	40,000	40,000		-	-	40,000	0.0%
TOTAL ESTIMATED EXPENDITURES	**$ 2,127,140,581**	**$ 2,127,140,581**	**$ 2,127,140,581**		**$ -**	**$ 275,701,444**	**$ 1,851,439,137**	**13.0%**
FINANCIAL POSITION - SURPLUS/DEFICIT	**$ -**	**$ -**	**$ -**		**$ -**	**$ (104,526,282)**	**$ 104,526,282**	
BEGINNING FUND BALANCE	**$ 147,008,561**	**$ 147,008,561**	**$ 147,008,561**		$ -	**$ 147,008,561**		
NET REVENUE OVER/(UNDER) EXPENDITURES		-	-		-	**(104,526,282)**		
Tax Anticipation Note - Other Financing Sources						**250,000,000**		
ESTIMATED ENDING FUND BALANCE	**$ 147,008,561**	**$ 147,008,561**	**$ 147,008,561**		**$ -**			
MONTH-END FINANCIAL POSITION INCLUDING TAN						**$ 292,482,279**		

NOTES:

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

TENTATIVE BUDGET WITH REVENUE AND EXPENSES THROUGH AUGUST 31, 2026

FOR FISCAL YEAR 2026-27

REFERENDUM ONLY

		A	B		C	D	E	F
	Tentative Budget Approved July 28, 2026	Revised Budget July 31, 2026	Revised Budget August 31, 2026	Notes	Budget Increase/ (Decrease) Over Previous Month	YTD/Actuals Rev/Expenditures August 31, 2026	YTD/Variance Revised Budget to Actual	Percentage Collected of Revised Budget
					B-A		B-D	D/B
ESTIMATED REVENUES:								
Federal Sources	$ -	$ -	$ -		$ -	$ -	$ -	
Federal Through State								
State Sources								
Local Sources - Traditional	272,572,881	272,572,881	272,572,881		-	(11,912,744)	284,485,625	-4.4%
Other Sources								
TOTAL REVENUES & TRANSFERS	**$ 272,572,881**	**$ 272,572,881**	**$ 272,572,881**		**$ -**	**$ (11,912,744)**	**$ 284,485,625**	**-4.4%**
ESTIMATED EXPENDITURES BY OBJECT:								
Salaries	$ 182,834,548	$ 182,834,548	$ 182,834,548		$ -	$ 8,106,617	$ 174,727,931	4.4%
Benefits	41,869,111	41,869,111	41,869,111		-	1,424,362	40,444,749	3.4%
Purchased Services - Traditional Schools	46,343,222	46,343,222	46,343,222		-	24,994,996	21,348,226	53.9%
Energy Services								
Materials and Supplies	35,000	35,000	35,000		-	-	35,000	0.0%
Capital Outlay[2]	1,480,000	1,480,000	1,480,000		-	-	1,480,000	0.0%
Other Expenses	11,000	11,000	11,000		-	-	11,000	
Transfers Out								
TOTAL ESTIMATED EXPENDITURES	**$ 272,572,881**	**$ 272,572,881**	**$ 272,572,881**		**$ -**	**$ 34,525,975**	**$ 238,046,906**	**12.7%**
FINANCIAL POSITION - SURPLUS/DEFICIT	**$ -**	**$ -**	**$ -**		**$ -**	**$ (46,438,719)**	**$ 46,438,719**	
BEGINNING FUND BALANCE	**$ -**	**$ -**	**$ -**			**$ -**		
NET REVENUE OVER/(UNDER) EXPENDITURES	**-**	**-**	**-**			**(46,438,719)**		
ESTIMATED ENDING FUND BALANCE	**$ -**	**$ -**	**$ -**					
MONTH-END FINANCIAL POSITION						**$ (46,438,719)**		

NOTES:

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

TENTATIVE BUDGET WITH REVENUE AND EXPENSES THROUGH AUGUST 31, 2026

FOR FISCAL YEAR 2026-27

REFERENDUM ONLY

		A	B		C	D	E	F
	Tentative Budget Approved July 28, 2026	Revised Budget July 31, 2026	Revised Budget August 31, 2026	Notes	Budget Increase/ (Decrease) Over Previous Month	YTD/Actuals Rev/Expenditures August 31, 2026	YTD/Variance Revised Budget to Actual	Percentage Collected of Revised Budget
					B-A		B-D	D/B
ESTIMATED REVENUES:								
Federal Sources	$ -	$ -	$ -		$ -	$ -	$ -	
Federal Through State								
State Sources								
Local Sources	272,572,881	272,572,881	272,572,881		-	(11,912,744)	284,485,625	-4.4%
Other Sources								
TOTAL REVENUES & TRANSFERS	**$ 272,572,881**	**$ 272,572,881**	**$ 272,572,881**		**$ -**	**$ (11,912,744)**	**$ 284,485,625**	**-4.4%**
ESTIMATED EXPENDITURES BY FUNCTION:								
Instruction	$ 161,387,881	$ 161,387,881	$ 161,387,881		$ -	$ 29,467,336	$ 131,920,545	18.3%
Pupil Services	39,000,000	39,000,000	39,000,000		-	1,708,157	37,291,843	4.4%
Instructional Media	-	-	-		-	93	(93)	0.0%
Instruction & Curriculum	3,200,000	3,200,000	3,200,000		-	96,615	3,103,385	3.0%
Instructional Staff Training	-	-	-		-	-	-	0.0%
Instructional Technology	2,200,000	2,200,000	2,200,000		-	11,359	2,188,641	0.5%
Board	155,000	155,000	155,000		-	-	155,000	0.0%
General Administration	1,420,000	1,420,000	1,420,000		-	69,362	1,350,638	4.9%
School Administration	7,100,000	7,100,000	7,100,000		-	16,808	7,083,192	0.2%
Facilities	-	-	-		-	-	-	0.0%
Fiscal Services	610,000	610,000	610,000		-	-	610,000	0.0%
Central Services	6,200,000	6,200,000	6,200,000		-	-	6,200,000	0.0%
Transportation	3,100,000	3,100,000	3,100,000		-	27,820	3,072,180	0.9%
Operation of Plant	45,000,000	45,000,000	45,000,000		-	(146)	45,000,146	0.0%
Maintenance of Plant	3,000,000	3,000,000	3,000,000		-	3,128,542	(128,542)	104.3%
Administrative Technology	200,000	200,000	200,000		-	-	200,000	0.0%
Community Services			-		-	29	(29)	0.0%
Debt Service			-					
Transfers Out			-					
TOTAL ESTIMATED EXPENDITURES	**$ 272,572,881**	**$ 272,572,881**	**$ 272,572,881**		**$ -**	**$ 34,525,975**	**$ 238,046,906**	**12.7%**
FINANCIAL POSITION - SURPLUS/DEFICIT	**$ -**	**$ -**	**$ -**		**$ -**	**$ (46,438,719)**	**$ 46,438,719**	
BEGINNING FUND BALANCE	**$ -**	**$ -**	**$ -**		**$ -**	**$ -**		
NET REVENUE OVER/(UNDER) EXPENDITURES	**-**	**-**	**-**			**(46,438,719)**		
ESTIMATED ENDING FUND BALANCE	**$ -**	**$ -**	**$ -**					
MONTH-END FINANCIAL POSITION						**$ (46,438,719)**		

NOTES:

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

TENTATIVE BUDGET WITH REVENUE AND EXPENSES THROUGH AUGUST 31, 2026

FOR FISCAL YEAR 2026-27

GENERAL FUND & REFERENDUM COMBINED BY OBJECT

		A	B		C	D	E	F
	Tentative Budget Approved July 28, 2026	Revised Budget July 31, 2026	Revised Budget August 31, 2026	Notes	Budget Increase/ (Decrease) Over Previous Month	YTD/Actuals Rev/Expenditures August 31, 2026	YTD/Variance Revised Budget to Actual	Percentage Collected of Revised Budget
					B-A		B-D	D/B
ESTIMATED REVENUES:								
Federal Sources	$ 2,200,000	$ 2,200,000	$ 2,200,000		$ -	$ 170,399	$ 2,029,601	7.7%
Federal Through State	11,447,788	11,447,788	11,447,788		-	6,891	11,440,897	0.1%
State Sources	680,806,530	680,806,530	680,806,530		-	122,352,360	558,454,170	18.0%
Local Sources	1,411,819,577	1,411,819,577	1,411,819,577		-	(4,072,063)	1,415,891,640	-0.3%
Other Sources	293,439,567	293,439,567	293,439,567		-	40,804,831	252,634,736	13.9%
TOTAL REVENUES & TRANSFERS	**$ 2,399,713,462**	**$ 2,399,713,462**	**$ 2,399,713,462**		**$ -**	**$ 159,262,418**	**$ 2,240,451,044**	**6.6%**
ESTIMATED EXPENDITURES BY OBJECT:								
Salaries	$ 1,313,301,486	$ 1,313,301,486	$ 1,313,301,486		$ -	$ 144,459,594	$ 1,168,841,892	11.0%
Benefits	532,334,236	532,334,236	532,334,236		-	53,067,978	479,266,258	10.0%
Purchased Services	280,970,936	280,970,936	280,970,936		-	86,691,921	194,279,015	30.9%
Energy Services	60,632,394	60,632,394	60,632,394		-	10,421,744	50,210,650	17.2%
Materials and Supplies	98,138,094	98,138,094	98,138,094		-	2,884,739	95,253,355	2.9%
Capital Outlay	62,668,753	62,668,753	62,668,753		-	6,607,193	56,061,560	10.5%
Other Expenses	51,627,563	51,627,563	51,627,563		-	6,094,250	45,533,313	11.8%
Transfers Out	40,000	40,000	40,000		-	-	40,000	0.0%
TOTAL ESTIMATED EXPENDITURES	**$ 2,399,713,462**	**$ 2,399,713,462**	**$ 2,399,713,462**		**$ -**	**$ 310,227,419**	**$ 2,089,486,043**	**12.9%**
FINANCIAL POSITION - SURPLUS/DEFICIT	**$ -**	**$ -**	**$ -**		**$ -**	**$ (150,965,001)**	**$ 150,965,001**	
BEGINNING FUND BALANCE	**$ 147,008,561**	**$ 147,008,561**	**$ 147,008,561**		**$ -**	**$ 147,008,561**		
NET REVENUE OVER/(UNDER) EXPENDITURES	**-**	**-**	**-**			**(150,965,001)**		
Tax Anticipation Note - Other Financing Sources						**250,000,000**		
ESTIMATED ENDING FUND BALANCE	**$ 147,008,561**	**$ 147,008,561**	**$ 147,008,561**		**$ -**			
MONTH-END FINANCIAL POSITION INCLUDING TAN						**$ 246,043,560**		

NOTES:

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

TENTATIVE BUDGET WITH REVENUE AND EXPENSES THROUGH AUGUST 31, 2026

FOR FISCAL YEAR 2026-27

GENERAL FUND & REFERENDUM COMBINED BY FUNCTION

		A	B		C	D	E	F
	Tentative Budget Approved July 28, 2026	Revised Budget July 31, 2026	Revised Budget August 31, 2026	Notes	Budget Increase/ (Decrease) Over Previous Month	YTD/Actuals Rev/Expenditures August 31, 2026	YTD/Variance Revised Budget to Actual	Percentage Collected of Revised Budget
					B-A		B-D	D/B
ESTIMATED REVENUES:								
Federal Sources	$ 2,200,000	$ 2,200,000	$ 2,200,000		$ -	$ 170,399	$ 2,029,601	7.7%
Federal Through State	11,447,788	11,447,788	11,447,788		-	6,891	11,440,897	0.1%
State Sources	680,806,530	680,806,530	680,806,530		-	122,352,360	558,454,170	18.0%
Local Sources - Traditional	1,411,819,577	1,411,819,577	1,411,819,577		-	(4,072,063)	1,415,891,640	-0.3%
Other Sources	293,439,567	293,439,567	293,439,567		-	40,804,831	252,634,736	13.9%
TOTAL REVENUES & TRANSFERS	**$ 2,399,713,462**	**$ 2,399,713,462**	**$ 2,399,713,462**		**$ -**	**$ 159,262,418**	**$ 2,240,451,044**	**6.6%**
ESTIMATED EXPENDITURES BY FUNCTION:								
Instruction	$ 1,382,735,119	$ 1,382,735,119	$ 1,382,735,119		$ -	$ 153,875,645	$ 1,228,859,474	11.1%
Pupil Services	156,448,545	156,448,545	156,448,545		-	18,548,399	137,900,146	11.9%
Instructional Media	24,845,646	24,845,646	24,845,646		-	3,069,077	21,776,569	12.4%
Instruction & Curriculum	32,499,797	32,499,797	32,499,797		-	4,732,903	27,766,894	14.6%
Instructional Staff Training	6,340,402	6,340,402	6,340,402		-	257,889	6,082,513	4.1%
Instructional Technology	34,104,238	34,104,238	34,104,238		-	15,598,499	18,505,739	45.7%
Board-Contracted Services	9,247,970	9,247,970	9,247,970		-	1,252,751	7,995,219	13.5%
General Administration	11,108,618	11,108,618	11,108,618		-	1,933,035	9,175,583	17.4%
School Administration	150,798,381	150,798,381	150,798,381		-	24,048,588	126,749,793	15.9%
Facilities	62,348,917	62,348,917	62,348,917		-	5,398,190	56,950,727	8.7%
Fiscal Services	10,332,647	10,332,647	10,332,647		-	2,311,921	8,020,726	22.4%
Central Services	52,394,217	52,394,217	52,394,217		-	9,799,638	42,594,579	18.7%
Transportation	99,210,803	99,210,803	99,210,803		-	10,890,779	88,320,024	11.0%
Operation of Plant	242,946,541	242,946,541	242,946,541		-	31,077,681	211,868,860	12.8%
Maintenance of Plant	78,265,198	78,265,198	78,265,198		-	22,056,840	56,208,358	28.2%
Administrative Technology	15,283,946	15,283,946	15,283,946		-	2,905,321	12,378,625	19.0%
Community Services	16,358,453	16,358,453	16,358,453		-	2,470,263	13,888,190	15.1%
Debt Service	14,404,024	14,404,024	14,404,024		-	-	14,404,024	0.0%
Transfers Out	40,000	40,000	40,000		-	-	40,000	0.0%
TOTAL ESTIMATED EXPENDITURES	**$ 2,399,713,462**	**$ 2,399,713,462**	**$ 2,399,713,462**		**$ -**	**$ 310,227,419**	**$ 2,089,486,043**	**12.9%**
FINANCIAL POSITION - SURPLUS/DEFICIT	**$ -**	**$ -**	**$ -**		**$ -**	**$ (150,965,001)**	**$ 150,965,001**	
BEGINNING FUND BALANCE	**$ 147,008,561**	**$ 147,008,561**	**$ 147,008,561**		**$ -**	**$ 147,008,561**		
NET REVENUE OVER/(UNDER) EXPENDITURES	-	-	-			**(150,965,001)**		
Tax Anticipation Note - Other Financing Sources						**250,000,000**		
ESTIMATED ENDING FUND BALANCE	**$ 147,008,561**	**$ 147,008,561**	**$ 147,008,561**		**$ -**			
MONTH-END FINANCIAL POSITION INCLUDING TAN						**$ 246,043,560**		

NOTES:

2026-27 Projected Fund Balance

(in millions)

General Fund – Fund Balance Categories	Fund Balance
Nonspendable	$12.4
Restricted	$5.5
Committed	$54.3
Assigned	$74.7
Unassigned	$9.7
Total Assigned and Unassigned	**$84.4**
Total Fund Balance	**$156.6**
Revenue (not including FES and Charter School funding)	$2,417.6
Assigned & Unassigned Fund Bal %	**3.5%**

Based on the 2026-2027 Adopted Budget from the September 8 Second Public Budget Hearing.

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
TENTATIVE BUDGET WITH REVENUE AND EXPENSES THROUGH AUGUST 31, 2026
FOR FISCAL YEAR 2026-27
DEBT SERVICE FUNDS

		A	B		C	D	E	F
	Tentative Budget Approved July 28, 2026	Revised Budget July 31, 2026	Revised Budget August 31, 2026	Notes	Budget Increase/ (Decrease) Over Previous Month	YTD/Actuals Rev/Expenditures August 31, 2026	YTD/Variance Revised Budget to Actual	Percentage Collected of Revised Budget
					B-A		B-D	D/B
ESTIMATED REVENUES:								
State	$ 544,945	$ 544,945	$ 544,945		$ -	$ 420,740	$ 124,205	77.2%
Local	54,946,647	54,946,647	54,946,647		-	-	54,946,647	0.0%
Other Sources	172,524,868	172,524,868	172,524,868		-	-	172,524,868	0.0%
TOTAL REVENUES & TRANSFERS	**$ 228,016,460**	**$ 228,016,460**	**$ 228,016,460**		**$ -**	**$ 420,740**	**$ 227,595,720**	**0.2%**
ESTIMATED EXPENDITURES BY OBJECT:								
Redemption of Principal	136,246,771	136,246,771	136,246,771		-	-	136,246,771	0.0%
Interest	82,370,592	82,370,592	82,370,592		-	-	82,370,592	0.0%
Dues and Fees	2,119,700	2,119,700	2,119,700		-	-	2,119,700	0.0%
Other Debt Service	-	-	-		-	-	-	0.0%
Capital Expenses	-	-	-		-	-	-	0.0%
Transfers Out	-	-	-		-	-	-	0.0%
TOTAL ESTIMATED EXPENDITURES	**$ 220,737,063**	**$ 220,737,063**	**$ 220,737,063**		**$ -**	**$ -**	**$ 220,737,063**	**0.0%**
FINANCIAL POSITION - SURPLUS/DEFICIT	**$ 7,279,397**	**$ 7,279,397**	**$ 7,279,397**			**$ 420,740**	**$ 6,858,657**	
BEGINNING FUND BALANCE	**$ 46,442,498**	**$ 46,442,498**	**$ 46,442,498**		$ -	**$ 46,442,498**		
NET REVENUE OVER/(UNDER) EXPENDITURES	**7,279,397**	**7,279,397**	**7,279,397**		**-**	**420,740**		
ESTIMATED ENDING FUND BALANCE	**$ 53,721,895**	**$ 53,721,895**	**$ 53,721,895**		**$ -**			
MONTH-END FINANCIAL POSITION						**$ 46,863,238**		

NOTES:

EXPENDITURE BY FUNCTION

ESTIMATED EXPENDITURES BY FUNCTION:								
Debt Service	$ 220,737,063	$ 220,737,063	$ 220,737,063		$ -	$ -	$ 220,737,063	0.0%
TOTAL ESTIMATED EXPENDITURES	**$ 220,737,063**	**$ 220,737,063**	**$ 220,737,063**		**$ -**	**$ -**	**$ 220,737,063**	**0.0%**
FINANCIAL POSITION - SURPLUS/DEFICIT	**$ 7,279,397**	**$ 7,279,397**	**$ 7,279,397**		**$ -**	**$ 420,740**	**$ 6,858,657**	
BEGINNING FUND BALANCE	**$ 46,442,498**	**$ 46,442,498**	**$ 46,442,498**		$ -	**$ 46,442,498**		
NET REVENUE OVER/(UNDER) EXPENDITURES	**7,279,397**	**7,279,397**	**7,279,397**		**-**	**420,740**		
ESTIMATED ENDING FUND BALANCE	**$ 53,721,895**	**$ 53,721,895**	**$ 53,721,895**		**$ -**			
MONTH-END FINANCIAL POSITION						**$ 46,863,238**		

NOTES:

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
TENTATIVE BUDGET WITH REVENUE AND EXPENSES THROUGH AUGUST 31, 2026
FOR FISCAL YEAR 2026-27
CAPITAL PROJECTS FUNDS

Budget is based on the Florida Education Finance Program (FEFP) 2nd Calculation for 2026-27
Public Education Capital Outlay (PECO) Funding Allocations are provided by the State to each individual charter school in Broward
Local Capital Improvement Funds (LCIF) are based on tax revenue from discretionary millage and are allocated to charter schools based on their eligible Unweighted FTE

Broward County School District Tentative Budget	FTE & Funding FY27 Budget Grand Total	Capital Funds are not affected by - Family Empowerment Scholarships or Proportionate Share Requirements	Charter and Traditional Public Schools		Less Charter Schools	Traditional (District-Run) Schools
Full Time Equivalent Students						
Unweighted FTE	278,395.90		278,395.90		-48,736.61	229,659.29
Weighted FTE	296,283.57		296,283.57		-50,689.26	245,594.31

Revenue						
Federal Through State						
State Sources-PECO	$ 52,789,035	$ -	$ 52,789,035		$ (34,045,240)	$ 18,743,795
Local Sources-LCIF	529,449,489		529,449,489		(39,341,751)	490,107,738
Other Sources	354,107,169		354,107,169			354,107,169
Fund Balance - Beginning	-		-			-
Broward Cty School District Tentative Budget Approved 7-28-26	**$ 936,345,693**	**$ -**	**$ 936,345,693**		**$ (73,386,991)**	**$ 862,958,702**

NOTE: PECO funds are included in revenue and transfers out to General Fund in the amount of $32M with the Capital Projects Funds Budget and are included in General Fund Other Sources Revenue and Instructional Expenses.

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

TENTATIVE BUDGET WITH REVENUE AND EXPENSES THROUGH AUGUST 31, 2026

FOR FISCAL YEAR 2026-27

CAPITAL PROJECTS FUNDS

		A	B		C	D	E	F
	Tentative Budget Approved July 28, 2026	Revised Budget July 31, 2026	Revised Budget August 31, 2026	Notes	Budget Increase/ (Decrease) Over Previous Month	YTD/Actuals Rev/Expenditures August 31, 2026	YTD/Variance Revised Budget to Actual	Percentage Collected of Revised Budget
					B-A		B-D	D/B
ESTIMATED REVENUES:								
Federal Through State						-	-	0.0%
State Sources	$ 18,743,795	$ 18,743,795	$ 18,743,795		$ -	$ 5,652,022	$ 13,091,773	30.2%
Local Sources	490,107,738	490,107,738	490,107,738		-	4,722,348	485,385,390	1.0%
Other Sources	354,107,169	354,107,169	354,107,169		-	1,549	354,105,620	0.0%
TOTAL REVENUES & TRANSFERS	**$ 862,958,702**	**$ 862,958,702**	**$ 862,958,702**		**$ -**	**$ 10,375,919**	**$ 852,582,783**	**1.2%**
ESTIMATED EXPENDITURES BY OBJECT:								
Library Books	$ -	$ -	$ -		$ -	$ -	$ -	0.0%
Audio Visual Materials	-	-	-		-	1,730	(1,730)	0.0%
Building & Fixed Equipment	176,983,900	176,983,900	176,983,900		-	3,950,440	173,033,460	2.2%
Furniture, Fixtures & Equipment	115,140,369	115,140,369	115,140,369		-	1,877,367	113,263,002	1.6%
Motor Vehicles	79,839,455	79,839,455	79,839,455		-	1,316,443	78,523,012	1.6%
Land	-	-	-		-	-	-	0.0%
Other Improvements	14,408,185	14,408,185	14,408,185		-	1,558,525	12,849,660	10.8%
Remodeling & Renovations	323,431,954	323,431,954	323,431,954		-	28,962,083	294,469,871	9.0%
Computer Software	20,031,405	20,031,405	20,031,405		-	348,116	19,683,289	1.7%
Dues & Fees, Miscellaneous	39,386,991	39,386,991	39,386,991		-	351,637	39,035,354	0.9%
Transfers Out	431,919,195	431,919,195	431,919,195		-	32,955	431,886,240	0.0%
TOTAL ESTIMATED EXPENDITURES	**$ 1,201,141,454**	**$ 1,201,141,454**	**$ 1,201,141,454**		**$ -**	**$ 38,399,296**	**$ 1,162,742,158**	**3.2%**
FINANCIAL POSITION - SURPLUS/DEFICIT	**$ (338,182,752)**	**$ (338,182,752)**	**$ (338,182,752)**		**$ -**	**$ (28,023,377)**	**$ (310,159,375)**	
BEGINNING FUND BALANCE [1]	**$ 338,182,752**	**$ 338,182,752**	**$ 338,182,752**		$ -	**$ 338,182,752**		
NET REVENUE OVER/(UNDER) EXPENDITURES	**(338,182,752)**	**(338,182,752)**	**(338,182,752)**		**-**	**(28,023,377)**		
ESTIMATED ENDING FUND BALANCE	**$ -**	**$ -**	**$ -**		**$ -**			
MONTH-END FINANCIAL POSITION						**$ 310,159,375**		

EXPENDITURE BY FUNCTION

ESTIMATED EXPENDITURES BY FUNCTION:								
Facilities	$ 1,201,141,454	$ 1,201,141,454	$ 1,201,141,454		$ -	$ 38,399,296	$ 1,162,742,158	3.2%
TOTAL ESTIMATED EXPENDITURES	**1,201,141,454**	**1,201,141,454**	**1,201,141,454**		**-**	**38,399,296**	**1,162,742,158**	**3.2%**
FINANCIAL POSITION - SURPLUS/DEFICIT	**$ (338,182,752)**	**$ (338,182,752)**	**$ (338,182,752)**		**$ -**	**$ (28,023,377)**	**$ (310,159,375)**	
BEGINNING FUND BALANCE [1]	**$ 338,182,752**	**$ 338,182,752**	**$ 338,182,752**		$ -	**$ 338,182,752**		
NET REVENUE OVER/(UNDER) EXPENDITURES	**(338,182,752)**	**(338,182,752)**	**(338,182,752)**		-	**(28,023,377)**		
ESTIMATED ENDING FUND BALANCE	**$ -**	**$ -**	**$ -**		**$ -**			
MONTH-END FINANCIAL POSITION						**$ 310,159,375**		

NOTES:

[1] The capital fund balance is fully committed to the completion of capital projects. The fund balance also includes capital reserves.

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

TENTATIVE BUDGET WITH REVENUE AND EXPENSES THROUGH AUGUST 31, 2026

FOR FISCAL YEAR 2026-27

SPECIAL REVENUE - FOOD SERVICE

		A	B		C	D	E	F
	Tentative Budget Approved July 28, 2026	Revised Budget July 31, 2026	Revised Budget August 31, 2026	Notes	Budget Increase/ (Decrease) Over Previous Month	YTD/Actuals Rev/Expenditures August 31, 2026	YTD/Variance Revised Budget to Actual	Percentage Collected of Revised Budget
					B-A		B-D	D/B
ESTIMATED REVENUES:								
Federal Through State	$ 94,535,415	$ 94,535,415	$ 94,535,415		$ -	$ 6,395,022	$ 88,140,393	6.8%
State	979,753	979,753	979,753		-	-	979,753	0.0%
Local	22,053,248	22,053,248	22,053,248		-	1,048,187	21,005,061	4.8%
Other Sources	-	-	-		-	-	-	0.0%
Transfers In	-	-	-		-	7,498	(7,498)	0.0%
TOTAL REVENUES & TRANSFERS	**$ 117,568,416**	**$ 117,568,416**	**$ 117,568,416**		**$ -**	**$ 7,450,707**	**$ 110,117,709**	**6.3%**
ESTIMATED EXPENDITURES BY OBJECT:								
Salaries	$ 33,521,716	$ 33,521,716	$ 33,521,716		$ -	$ 3,899,354	$ 29,622,362	11.6%
Employee Benefits	23,973,796	23,973,796	23,973,796		-	988,378	22,985,418	4.1%
Purchased Services	9,147,640	9,147,640	9,147,640		-	843,430	8,304,210	9.2%
Energy Services	2,466,131	2,466,131	2,466,131		-	192,218	2,273,913	7.8%
Materials and Supplies	61,102,314	61,102,314	61,102,314		-	4,827,038	56,275,276	7.9%
Capital Expenses	1,788,480	1,788,480	1,788,480		-	109,079	1,679,401	6.1%
Other Expenses	4,509,187	4,509,187	4,509,187		-	440,342	4,068,845	9.8%
Transfers Out	-	-	-		-	-	-	0.0%
TOTAL ESTIMATED EXPENDITURES	**$ 136,509,264**	**$ 136,509,264**	**$ 136,509,264**		**$ -**	**$ 11,299,839**	**$ 125,209,425**	**8.3%**
FINANCIAL POSITION - SURPLUS/DEFICIT	**$ (18,940,848)**	**$ (18,940,848)**	**$ (18,940,848)**		**$ -**	**$ (3,849,132)**	**$ (15,091,716)**	
BEGINNING FUND BALANCE	**$ 18,940,848**	**$ 18,940,848**	**$ 18,940,848**		**$ -**	**$ 18,940,848**		
NET REVENUE OVER/(UNDER) EXPENDITURES	**(18,940,848)**	**(18,940,848)**	**(18,940,848)**		**-**	**(3,849,132)**		
ESTIMATED ENDING FUND BALANCE	**$ -**	**$ -**	**$ -**		**$ -**			
MONTH-END FINANCIAL POSITION	**-**					**$ 15,091,716**		

EXPENDITURE BY FUNCTION

ESTIMATED EXPENDITURES BY FUNCTION:								
Food Services	$ 136,509,264	$ 136,509,264	$ 136,509,264		$ -	$ 11,299,839	$ 125,209,425	8.3%
TOTAL ESTIMATED EXPENDITURES	**$ 136,509,264**	**$ 136,509,264**	**$ 136,509,264**		**$ -**	**$ 11,299,839**	**$ 125,209,425**	**8.3%**
FINANCIAL POSITION - SURPLUS/DEFICIT	**$ (18,940,848)**	**$ (18,940,848)**	**$ (18,940,848)**		**$ -**	**$ (3,849,132)**	**$ (15,091,716)**	
BEGINNING FUND BALANCE	**$ 18,940,848**	**$ 18,940,848**	**$ 18,940,848**		**$ -**	**$ 18,940,848**		
NET REVENUE OVER/(UNDER) EXPENDITURES	**(18,940,848)**	**(18,940,848)**	**(18,940,848)**		**-**	**(3,849,132)**		
ESTIMATED ENDING FUND BALANCE	**$ -**	**$ -**	**$ -**		**$ -**			
MONTH-END FINANCIAL POSITION	**-**					**$ 15,091,716**		

NOTES:

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
TENTATIVE BUDGET WITH REVENUE AND EXPENSES THROUGH AUGUST 31, 2026
FOR FISCAL YEAR 2026-27
SPECIAL REVENUE OTHER BUDGET

Budget is based on the requirements and allocation of Grants for 2026-27

Broward County School District Tentative Budget	Grand Total	Less: Proportionate Share for Private Schools	Charter and Traditional Public Schools		Less Charter	Traditional
Revenue						
Federal Sources	$ 8,564,395	$ -	$ 8,564,395		$ -	$ 8,564,395
Federal Through State	212,513,171	(8,125,320)	204,387,851		(17,448,699)	186,939,152
State Sources	3,277,155		3,277,155		(798,973)	2,478,182
Local Sources	2,916,690		2,916,690			2,916,690
Other Sources	0		0			0
Transfers In	40,000		40,000			40,000
Sub Total Revenue	227,311,411	(8,125,320)	219,186,091		(18,247,672)	200,938,419
Fund Balance - Beginning						
Broward Cty School District Tentative Budget Approved 7-28-26	**$ 227,311,411**	**$ (8,125,320)**	**$ 219,186,091**		**$ (18,247,672)**	**$ 200,938,419**

Broward county private schools qualify for proportionate share by meeting the state's statutory definition, as an elementary or secondary school with kindergarten or higher grades and be registered with the FDOE as a "not-for-profit" private school.

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
TENTATIVE BUDGET WITH REVENUE AND EXPENSES THROUGH AUGUST 31, 2026
FOR FISCAL YEAR 2026-27
SPECIAL REVENUE - OTHER/GRANTS/FEDERAL PROGRAMS

		A	B		C	D	E	F
	Tentative Budget Approved July 28, 2026	Revised Budget July 31, 2026	Revised Budget August 31, 2026	Notes	Budget Increase/ (Decrease) Over Previous Month	YTD/Actuals Rev/Expenditures August 31, 2026	YTD/Variance Revised Budget to Actual	Percentage Collected of Revised Budget
					B-A		B-D	D/B
ESTIMATED REVENUES:								
Federal	$ 8,564,395	$ 8,564,395	$ 8,564,395		$ -	$ 1,172,953	$ 7,391,442	13.7%
Federal Through State	186,939,152	186,939,152	186,939,152		-	5,448,339	181,490,813	2.9%
State	2,478,182	2,478,182	2,478,182		-	53,035	2,425,147	2.1%
Local	2,916,690	2,916,690	2,916,690		-	-	2,916,690	0.0%
Other Sources	-	-	-		-	-	-	0.0%
Transfers In	40,000	40,000	40,000		-	-	40,000	0.0%
TOTAL REVENUES & TRANSFERS	**$ 200,938,419**	**$ 200,938,419**	**$ 200,938,419**		**$ -**	**$ 6,674,327**	**$ 194,264,092**	**3.3%**
ESTIMATED EXPENDITURES BY OBJECT:								
Salaries	$ 93,740,926	$ 93,740,926	$ 93,740,926		$ -	$ 11,463,265	$ 82,277,661	12.2%
Employee Benefits	43,867,368	43,867,368	43,867,368		-	4,261,679	39,605,689	9.7%
Purchased Services	33,199,913	33,199,913	33,199,913		-	4,926,662	28,273,251	14.8%
Energy Services					-	-		0.0%
Materials and Supplies	6,945,855	6,945,855	6,945,855		-	1,292,640	5,653,215	18.6%
Capital Expenses	10,257,029	10,257,029	10,257,029		-	1,020,904	9,236,125	10.0%
Other Expenses	12,927,328	12,927,328	12,927,328		-	1,443,373	11,483,955	11.2%
Transfers Out					-			0.0%
TOTAL ESTIMATED EXPENDITURES	**$ 200,938,419**	**$ 200,938,419**	**$ 200,938,419**		**$ -**	**$ 24,408,523**	**$ 176,529,896**	**12.1%**
FINANCIAL POSITION - SURPLUS/DEFICIT	$ -	$ -	$ -		$ -	$ (17,734,196)	$ 17,734,196	
BEGINNING FUND BALANCE	$ -	$ -	$ -		$ -	$ -		
NET REVENUE OVER/(UNDER) EXPENDITURES	-	-	-		-	(17,734,196)		
ESTIMATED ENDING FUND BALANCE	$ -	$ -	$ -		$ -			
MONTH-END FINANCIAL POSITION						$ (17,734,196)		

NOTES:

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
TENTATIVE BUDGET WITH REVENUE AND EXPENSES THROUGH AUGUST 31, 2026
FOR FISCAL YEAR 2026-27
SPECIAL REVENUE - OTHER/GRANTS/FEDERAL PROGRAMS

		A	B		C	D	E	F
	Tentative Budget Approved July 28, 2026	Revised Budget July 31, 2026	Revised Budget August 31, 2026	Notes	Budget Increase/ (Decrease) Over Previous Month	YTD/Actuals Rev/Expenditures August 31, 2026	YTD/Variance Revised Budget to Actual	Percentage Collected of Revised Budget
					B-A		B-D	D/B
ESTIMATED REVENUES:								
Federal	$ 8,564,395	$ 8,564,395	$ 8,564,395		$ -	$ 1,172,953	$ 7,391,442	13.7%
Federal Through State	186,939,152	186,939,152	186,939,152		-	5,448,339	181,490,813	2.9%
State	2,478,182	2,478,182	2,478,182		-	53,035	2,425,147	2.1%
Local	2,916,690	2,916,690	2,916,690		-	-	2,916,690	0.0%
Other Sources	-	-	-		-	-	-	0.0%
Transfers In	40,000	40,000	40,000		-	-	40,000	0.0%
TOTAL REVENUES & TRANSFERS	**$ 200,938,419**	**$ 200,938,419**	**$ 200,938,419**		**$ -**	**$ 6,674,327**	**$ 194,264,092**	**3.3%**
ESTIMATED EXPENDITURES BY FUNCTION:								
Instruction	$ 101,368,302	$ 101,368,302	$ 101,368,302		$ -	$ 14,334,444	$ 87,033,858	14.1%
Pupil Services	18,928,696	18,928,696	18,928,696		-	1,657,855	17,270,841	8.8%
Instructional Media	-	-	-		-	-	-	0.0%
Instruction & Curriculum	28,900,445	28,900,445	28,900,445		-	3,471,552	25,428,893	12.0%
Instructional Staff Training	31,769,657	31,769,657	31,769,657		-	3,049,295	28,720,362	9.6%
Instructional Technology	78,827	78,827	78,827		-	8,026	70,801	10.2%
Board Expenses-Contracted Svs	-	-	-		-	-	-	0.0%
General Administration	13,252,082	13,252,082	13,252,082		-	274,105	12,977,977	2.1%
School Administration	26,310	26,310	26,310		-	-	26,310	0.0%
Facilities	1,726,718	1,726,718	1,726,718		-	-	1,726,718	0.0%
Fiscal Services	9,785	9,785	9,785		-	-	9,785	0.0%
Food Services	1,645,945	1,645,945	1,645,945		-	-	1,645,945	0.0%
Central Services	967,492	967,492	967,492		-	56,904	910,588	5.9%
Transportation	-	-	-		-	29,748	(29,748)	0.0%
Operation of Plant	466,097	466,097	466,097		-	182,801	283,296	39.2%
Maintenance of Plant	-	-	-		-	-	-	0.0%
Administrative Technology	65,487	65,487	65,487		-	11,587	53,900	17.7%
Community Services	1,732,576	1,732,576	1,732,576		-	1,332,206	400,370	76.9%
Debt Service					-			0.0%
Transfers Out					-			0.0%
TOTAL ESTIMATED EXPENDITURES	**$ 200,938,419**	**$ 200,938,419**	**$ 200,938,419**		**$ -**	**$ 24,408,523**	**$ 176,529,896**	**12.1%**
FINANCIAL POSITION - SURPLUS/DEFICIT	**$ -**	**$ -**	**$ -**		**$ -**	**$ (17,734,196)**	**$ 17,734,196**	
BEGINNING FUND BALANCE	**$ -**	**$ -**	**$ -**		**$ -**	**$ -**		
NET REVENUE OVER/(UNDER) EXPENDITURES	**-**	**-**	**-**		**-**	**(17,734,196)**		
ESTIMATED ENDING FUND BALANCE	**$ -**	**$ -**	**$ -**		**$ -**			
MONTH-END FINANCIAL POSITION	**-**					**$ (17,734,196)**		

NOTES:

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
TENTATIVE BUDGET WITH REVENUE AND EXPENSES THROUGH AUGUST 31, 2026
FOR FISCAL YEAR 2026-27
SPECIAL REVENUE - MISCELLANEOUS

		A	B		C	D	E	F
	Tentative Budget Approved July 28, 2026	Revised Budget July 31, 2026	Revised Budget August 31, 2026	Notes	Budget Increase/ (Decrease) Over Previous Month	YTD/Actuals Rev/Expenditures August 31, 2026	YTD/Variance Revised Budget to Actual	Percentage Collected of Revised Budget
					B-A		B-D	D/B
ESTIMATED REVENUES:								
Federal Through State	$ -	$ -	$ -		$ -	$ -	$ -	
State								
Local	1,051,776	1,051,776	1,051,776		-		1,051,776	0.0%
Other Sources								
TOTAL REVENUES & TRANSFERS	**$ 1,051,776**	**$ 1,051,776**	**$ 1,051,776**		**$ -**	**$ -**	**$ 1,051,776**	**0.0%**
ESTIMATED EXPENDITURES BY OBJECT:								
Salaries	$ -	$ -	$ -		$ -	$ -	$ -	
Employee Benefits								
Purchased Services	511,333	511,333	511,333		-		511,333	0.0%
Energy Services								
Materials and Supplies	540,443	540,443	540,443		-		540,443	0.0%
Capital Expenses								
Other Expenses								
Transfers Out								
TOTAL ESTIMATED EXPENDITURES	**$ 1,051,776**	**$ 1,051,776**	**$ 1,051,776**		**$ -**	**$ -**	**$ 1,051,776**	**0.0%**
FINANCIAL POSITION - SURPLUS/DEFICIT	**$ -**	**$ -**	**$ -**		**$ -**	**$ -**	**$ -**	
BEGINNING FUND BALANCE	**$ -**	**$ -**	**$ -**		$ -	**$ -**		
NET REVENUE OVER/(UNDER) EXPENDITURES	-	-	-		-	-		
ESTIMATED ENDING FUND BALANCE	**$ -**	**$ -**	**$ -**		**$ -**			
MONTH-END FINANCIAL POSITION	-					**$ -**		

EXPENDITURE BY FUNCTION

ESTIMATED EXPENDITURES BY FUNCTION:								
Community Services	$ 1,051,776	$ 1,051,776	$ 1,051,776		$ -	$ -	$ 1,051,776	0.0%
								0.0%
TOTAL ESTIMATED EXPENDITURES	**$ 1,051,776**	**$ 1,051,776**	**$ 1,051,776**		**$ -**	**$ -**	**$ 1,051,776**	**0.0%**
FINANCIAL POSITION - SURPLUS/DEFICIT	**$ -**	**$ -**	**$ -**		**$ -**	**$ -**	**$ -**	
BEGINNING FUND BALANCE [2]	**$ -**	**$ -**	**$ -**		**$ -**	**$ -**		
NET REVENUE OVER/(UNDER) EXPENDITURES	-	-	-		-	-		
ESTIMATED ENDING FUND BALANCE	**$ -**	**$ -**	**$ -**		**$ -**			
MONTH-END FINANCIAL POSITION	-					**$ -**		

NOTES:

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
TENTATIVE BUDGET WITH REVENUE AND EXPENSES THROUGH AUGUST 31, 2026
FOR FISCAL YEAR 2026-27
SPECIAL REVENUE TOTAL - FOOD / GRANTS / OTHER COMBINED

		A	B		C	D	E	F
	Tentative Budget Approved July 28, 2026	Revised Budget July 31, 2026	Revised Budget August 31, 2026	Notes	Budget Increase/ (Decrease) Over Previous Month	YTD/Actuals Rev/Expenditures August 31, 2026	YTD/Variance Revised Budget to Actual	Percentage Collected of Revised Budget
					B-A		B-D	D/B
ESTIMATED REVENUES:								
Federal	$ 8,564,395	$ 8,564,395	$ 8,564,395		$ -	$ 1,172,953	$ 7,391,442	13.7%
Federal Through State	281,474,567	281,474,567	281,474,567		-	11,843,361	269,631,206	4.2%
State	3,457,935	3,457,935	3,457,935		-	53,035	3,404,900	1.5%
Local	26,021,714	26,021,714	26,021,714		-	1,048,187	24,973,527	4.0%
Other Sources	-	-	-		-	-	-	0.0%
Transfers In	40,000	40,000	40,000		-	7,498	32,502	18.7%
TOTAL REVENUES & TRANSFERS	**$ 319,558,611**	**$ 319,558,611**	**$ 319,558,611**		**$ -**	**$ 14,125,034**	**$ 305,433,577**	**4.4%**
ESTIMATED EXPENDITURES BY OBJECT:								
Salaries	$ 127,262,642	$ 127,262,642	$ 127,262,642		$ -	$ 15,362,619	$ 111,900,023	12.1%
Employee Benefits	67,841,164	67,841,164	67,841,164		-	5,250,057	62,591,107	7.7%
Purchased Services	42,858,886	42,858,886	42,858,886		-	5,770,092	37,088,794	13.5%
Energy Services	2,466,131	2,466,131	2,466,131		-	192,218	2,273,913	7.8%
Materials and Supplies	68,588,612	68,588,612	68,588,612		-	6,119,678	62,468,934	8.9%
Capital Expenses	12,045,509	12,045,509	12,045,509		-	1,129,983	10,915,526	9.4%
Other Expenses	17,436,515	17,436,515	17,436,515		-	1,883,715	15,552,800	10.8%
Transfers Out	-	-	-		-	-	-	0.0%
TOTAL ESTIMATED EXPENDITURES	**$ 338,499,459**	**$ 338,499,459**	**$ 338,499,459**		**$ -**	**$ 35,708,362**	**$ 302,791,097**	**10.5%**
FINANCIAL POSITION - SURPLUS/DEFICIT	**$ (18,940,848)**	**$ (18,940,848)**	**$ (18,940,848)**		$ -	**$ (21,583,328)**		
BEGINNING FUND BALANCE	**$ 18,940,848**	**$ 18,940,848**	**$ 18,940,848**		**$ -**	**$ 18,940,848**		
NET REVENUE OVER/(UNDER) EXPENDITURES	**(18,940,848)**	**(18,940,848)**	**(18,940,848)**			**(21,583,328)**		
ESTIMATED ENDING FUND BALANCE	**$ -**	**$ -**	**$ -**		**$ -**			
MONTH-END FINANCIAL POSITION						**$ (2,642,480)**		

NOTES:

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
TENTATIVE BUDGET WITH REVENUE AND EXPENSES THROUGH AUGUST 31, 2026
FOR FISCAL YEAR 2026-27
SPECIAL REVENUE TOTAL - FOOD / GRANTS / OTHER COMBINED

		A	B		C	D	E	F
	Tentative Budget Approved July 28, 2026	Revised Budget July 31, 2026	Revised Budget August 31, 2026	Notes	Budget Increase/ (Decrease) Over Previous Month	YTD/Actuals Rev/Expenditures August 31, 2026	YTD/Variance Revised Budget to Actual	Percentage Collected of Revised Budget
					B-A		B-D	D/B
ESTIMATED REVENUES:								
Federal	$ 8,564,395	$ 8,564,395	$ 8,564,395		$ -	$ 1,172,953	$ 7,391,442	13.7%
Federal Through State	281,474,567	281,474,567	281,474,567		-	11,843,361	269,631,206	4.2%
State	3,457,935	3,457,935	3,457,935		-	53,035	3,404,900	1.5%
Local	26,021,714	26,021,714	26,021,714		-	1,048,187	24,973,527	4.0%
Other Sources	-	-	-		-	-	-	0.0%
Transfers In	40,000	40,000	40,000		-	7,498	32,502	18.7%
TOTAL REVENUES & TRANSFERS	**$ 319,558,611**	**$ 319,558,611**	**$ 319,558,611**		**$ -**	**$ 14,125,034**	**$ 305,433,577**	**4.4%**
ESTIMATED EXPENDITURES BY FUNCTION:								
Instruction	$ 101,368,302	$ 101,368,302	$ 101,368,302		$ -	$ 14,334,444	$ 87,033,858	14.1%
Pupil Services	18,928,696	18,928,696	18,928,696		-	1,657,855	17,270,841	8.8%
Instructional Media	-	-	-		-	-	-	0.0%
Instruction & Curriculum	28,900,445	28,900,445	28,900,445		-	3,471,552	25,428,893	12.0%
Instructional Staff Training	31,769,657	31,769,657	31,769,657		-	3,049,295	28,720,362	9.6%
Instructional Technology	78,827	78,827	78,827		-	8,026	70,801	10.2%
Board Expenses-Contracted Svs	-	-	-		-	-	-	0.0%
General Administration	13,252,082	13,252,082	13,252,082		-	274,105	12,977,977	2.1%
School Administration	26,310	26,310	26,310		-	-	26,310	0.0%
Facilities	1,726,718	1,726,718	1,726,718		-	-	1,726,718	0.0%
Fiscal Services	9,785	9,785	9,785		-	-	9,785	0.0%
Food Services	1,645,945	1,645,945	1,645,945		-	-	1,645,945	0.0%
Central Services	137,476,756	137,476,756	137,476,756		-	11,356,743	126,120,013	8.3%
Transportation	-	-	-		-	29,748	(29,748)	0.0%
Operation of Plant	466,097	466,097	466,097		-	182,801	283,296	39.2%
Maintenance of Plant	-	-	-		-	-	-	0.0%
Administrative Technology	65,487	65,487	65,487		-	11,587	53,900	17.7%
Community Services	2,784,352	2,784,352	2,784,352		-	1,332,206	1,452,146	47.8%
Debt Service	-	-	-		-	-	-	0.0%
Transfers Out	-	-	-		-	-	-	0.0%
TOTAL ESTIMATED EXPENDITURES	**$ 338,499,459**	**$ 338,499,459**	**$ 338,499,459**		**$ -**	**$ 35,708,362**	**$ 302,791,097**	**10.5%**
FINANCIAL POSITION - SURPLUS/DEFICIT	**$ (18,940,848)**	**$ (18,940,848)**	**$ (18,940,848)**		**$ -**	**$ (21,583,328)**	**$ 2,642,480**	
BEGINNING FUND BALANCE	**$ 18,940,848**	**$ 18,940,848**	**$ 18,940,848**		**$ -**	**$ 18,940,848**		
NET REVENUE OVER/(UNDER) EXPENDITURES	**(18,940,848)**	**(18,940,848)**	**(18,940,848)**		**-**	**(21,583,328)**		
ESTIMATED ENDING FUND BALANCE	**$ -**	**$ -**	**$ -**		**$ -**			
MONTH-END FINANCIAL POSITION						**$ (2,642,480)**		

NOTES:

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
ACTUAL REVENUE AND EXPENSE
FOR FISCAL YEAR 2026-27
ALL GOVERNMENTAL FUNDS ACTUAL as of AUGUST 31, 2026

	A	B	C	D		E
	General Fund & Referendum	Special Revenue Food Service and Grants	Debt Service	Capital Projects Funds		Total District Governmental Funds
						A+B+C+D
REVENUE:						
Federal Sources	$ 170,399	$ 1,172,953	$ -	$ -		$ 1,343,352
Federal Through State	6,891	11,843,361		-		11,850,252
State Sources	122,352,360	53,035	420,740	5,652,022		128,478,157
Local Sources	(4,072,063)	1,048,187	-	4,722,348		1,698,472
Other Sources	40,804,831	-	-	1,549		40,806,380
Transfers In		7,498				7,498
TOTAL REVENUES & TRANSFERS	**$ 159,262,418**	**$ 14,125,034**	**$ 420,740**	**$ 10,375,919**		**$ 184,184,111**
EXPENDITURES BY OBJECT:						
Salaries	$ 144,459,594	$ 15,362,619	$ -	$ -		$ 159,822,213
Benefits	53,067,978	5,250,057				58,318,035
Purchased Services	86,691,921	5,770,092				92,462,013
Energy Services	10,421,744	192,218				10,613,962
Materials and Supplies	2,884,739	6,119,678				9,004,417
Capital Outlay	6,607,193	1,129,983		38,014,704		45,751,880
Other Expenses	6,094,250	1,883,715		351,637		8,329,602
Debt Service	-		-	-		-
Transfers Out				32,955		32,955
TOTAL EXPENDITURES	**$ 310,227,419**	**$ 35,708,362**	**$ -**	**$ 38,399,296**		**$ 384,335,077**
FINANCIAL POSITION - SURPLUS/DEFICIT	**$ (150,965,001)**	**$ (21,583,328)**	**$ 420,740**	**$ (28,023,377)**		**$ (200,150,966)**
BEGINNING FUND BALANCE	**$ 147,008,561**	**$ 18,940,848**	**$ 46,442,498**	**$ 338,182,752**		**$ 550,574,659**
NET REVENUE OVER/(UNDER) EXPENDITURES	**(150,965,001)**	**(21,583,328)**	**420,740**	**(28,023,377)**		**(200,150,966)**
Tax Anticipation Note - Other Financing Sources	**250,000,000**					**250,000,000**
MONTH-END FINANCIAL POSITION	**$ 246,043,560**	**$ (2,642,480)**	**$ 46,863,238**	**$ 310,159,375**		**$ 600,423,693**

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
ACTUAL REVENUE AND EXPENSE
FOR FISCAL YEAR 2026-27
ALL GOVERNMENTAL FUNDS ACTUAL as of AUGUST 31, 2026

	A	B	C	D	E
	General Fund & Referendum	Special Revenue Food Service and Grants	Debt Service	Capital Projects Funds	Total District Governmental Funds
					A+B+C+D
REVENUE:					
Federal Sources	$ 170,399	$ 1,172,953	$ -	$ -	$ 1,343,352
Federal Through State	6,891	11,843,361	-	-	11,850,252
State Sources	122,352,360	53,035	420,740	5,652,022	128,478,157
Local Sources	(4,072,063)	1,048,187	-	4,722,348	1,698,472
Other Sources	40,804,831	-	-	1,549	40,806,380
Transfers In	-	7,498	-	-	7,498
TOTAL REVENUES & TRANSFERS	**$ 159,262,418**	**$ 14,125,034**	**$ 420,740**	**$ 10,375,919**	**$ 184,184,111**
EXPENDITURES BY FUNCTION:					
Instruction	$ 153,875,645	$ 14,334,444	$ -	$ -	$ 168,210,089
Pupil Services	18,548,399	1,657,855			20,206,254
Instructional Media	3,069,077	-			3,069,077
Instruction & Curriculum	4,732,903	3,471,552			8,204,455
Instructional Staff Training	257,889	3,049,295			3,307,184
Instructional Technology	15,598,499	8,026			15,606,525
Board Expenses-Contracted Svs	1,252,751	-			1,252,751
General Administration	1,933,035	274,105			2,207,140
School Administration	24,048,588	-			24,048,588
Facilities	5,398,190	-		38,399,296	43,797,486
Fiscal Services	2,311,921	-			2,311,921
Food Services	-	-			-
Central Services	9,799,638	11,356,743			21,156,381
Transportation	10,890,779	29,748			10,920,527
Operation of Plant	31,077,681	182,801			31,260,482
Maintenance of Plant	22,056,840	-			22,056,840
Administrative Technology	2,905,321	11,587			2,916,908
Community Services	2,470,263	1,332,206			3,802,469
Debt Service	-	-	-		-
Transfers Out	-	-			-
TOTAL EXPENDITURES	**$ 310,227,419**	**$ 35,708,362**	**$ -**	**$ 38,399,296**	**$ 384,335,077**
FINANCIAL POSITION - SURPLUS/DEFICIT	**$ (150,965,001)**	**$ (21,583,328)**	**$ 420,740**	**$ (28,023,377)**	**$ (200,150,966)**
BEGINNING FUND BALANCE	**$ 147,008,561**	**$ 18,940,848**	**$ 46,442,498**	**$ 338,182,752**	**$ 550,574,659**
NET REVENUE OVER/(UNDER) EXPENDITURES	**(150,965,001)**	**(21,583,328)**	**420,740**	**(28,023,377)**	**(200,150,966)**
Tax Anticipation Note - Other Financing Sources	**250,000,000**				**250,000,000**
MONTH-END FINANCIAL POSITION	**$ 246,043,560**	**$ (2,642,480)**	**$ 46,863,238**	**$ 310,159,375**	**$ 600,423,693**

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
ACTUAL REVENUE AND EXPENSE
FOR FISCAL YEAR 2026-27
INTERNAL SERVICE FUNDS ACTUAL as of AUGUST 31, 2026

	A	B	C	D	E	F
	Facilities Planning and Program Management	Repairs and Maintenance [1]	Health Insurance [1]	Workers Compensation Insurance	Auto/General Liability Insurance	Total District Internal Service Funds
Services Provided/Costs Reimbursed To Fund(s)	Capital Funds	All Funds	All Funds	All Funds	All Funds	All Funds
						A+B+C+D+E
REVENUE:						
Federal Sources	$ -	$ -	$ -	$ -	$ -	$ -
Federal Through State						-
State Sources						-
Local Sources	5,861,112	9,812,085	29,800,657	4,540,677	5,043,008	55,057,539
Other Sources						-
Transfers In						-
TOTAL REVENUES & TRANSFERS	**$ 5,861,112**	**$ 9,812,085**	**$ 29,800,657**	**$ 4,540,677**	**$ 5,043,008**	**$ 55,057,539**
EXPENDITURES BY OBJECT:						
Salaries	$ 1,466,788	$ 5,425,828	$ -	$ 377,153	$ -	$ 7,269,769
Benefits	593,051	2,530,978		148,817	-	3,272,846
Purchased Services	650,657	(6,561,188)	765,229	265,000	4,019,010	(861,292)
Energy Services	-	-		-	-	-
Materials and Supplies	-	-		-	-	-
Capital Outlay	3,150,616	-		131	-	3,150,747
Other Expenses	-	-	68,854,751	3,749,576	1,023,998	73,628,325
Debt Service	-				-	-
TOTAL EXPENDITURES	**$ 5,861,112**	**$ 1,395,618**	**$ 69,619,980**	**$ 4,540,677**	**$ 5,043,008**	**$ 86,460,395**
FINANCIAL POSITION - SURPLUS/DEFICIT	**$ -**	**$ 8,416,467**	**$ (39,819,323)**	**$ -**	**$ -**	**$ (31,402,856)**
BEGINNING FUND BALANCE						**-**
NET REVENUE OVER/(UNDER) EXPENSES	**$ -**	**$ 8,416,467**	**$ (39,819,323)**	**$ -**	**$ -**	**$ (31,402,856)**
MONTH-END FINANCIAL POSITION	**$ -**	**$ 8,416,467**	**$ (39,819,323)**	**$ -**	**$ -**	**$ (31,402,856)**

NOTES:

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
ACTUAL REVENUE AND EXPENSE
FOR FISCAL YEAR 2026-27
INTERNAL SERVICE FUNDS ACTUAL as of AUGUST 31, 2026

	B	C	D	E	F	G
	Facilities Planning and Program Management	Repairs and Maintenance [1]	Health Insurance [1]	Workers Compensation Insurance	Auto/General Liability Insurance	Total District Internal Service Funds
Services Provided/Costs Reimbursed To Fund(s)	Capital Funds	All Funds	All Funds	All Funds	All Funds	All Funds
						A+B+C+D+E
REVENUE:						
Federal Sources	$ -	$ -	$ -	$ -	$ -	$ -
Federal Through State						-
State Sources						-
Local Sources	5,861,112	9,812,085	29,800,657	4,540,677	5,043,008	55,057,539
Other Sources						-
Transfers In						-
TOTAL REVENUES & TRANSFERS	**$ 5,861,112**	**$ 9,812,085**	**$ 29,800,657**	**$ 4,540,677**	**$ 5,043,008**	**$ 55,057,539**
EXPENDITURES BY FUNCTION:						
Instruction	$ -	$ -	$ -	$ -	$ -	$ -
Pupil Services						-
Instructional Media						-
Instruction & Curriculum						-
Instructional Staff Training						-
Instructional Technology						-
Board Expenses-Contracted Svs	32,189					32,189
General Administration	-			28,577		28,577
School Administration	-					-
Facilities	5,239,436	1,248				5,240,684
Fiscal Services	457,522					457,522
Food Services	-					-
Central Services	112,446		69,619,980	4,512,100	2,648	74,247,174
Transportation	-					-
Operation of Plant	3,278				5,040,360	5,043,638
Maintenance of Plant	16,241	1,394,370				1,410,611
Administrative Technology	-					-
Community Services	-					-
Debt Service	-					-
Transfers Out	-					-
TOTAL EXPENDITURES	**$ 5,861,112**	**$ 1,395,618**	**$ 69,619,980**	**$ 4,540,677**	**$ 5,043,008**	**$ 86,460,395**
FINANCIAL POSITION - SURPLUS/DEFICIT	**$ -**	**$ 8,416,467**	**$ (39,819,323)**	**$ -**	**$ -**	**$ (31,402,856)**
BEGINNING FUND BALANCE	**-**	**-**	**-**	**-**	**-**	**-**
NET REVENUE OVER/(UNDER) EXPENSES	**$ -**	**$ 8,416,467**	**$ (39,819,323)**	**$ -**	**$ -**	**$ (31,402,856)**
MONTH-END FINANCIAL POSITION	**$ -**	**$ 8,416,467**	**$ (39,819,323)**	**$ -**	**$ -**	**$ (31,402,856)**

Status: ORIGINAL

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

2026-10-13	Regular School Board Meeting
CATEGORY:	J. Capital Programs
DEPARTMENT:	Capital Program

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

TITLE:

Change Order #11 - C. Robert Markham ES, P.002777-P1B

REQUESTED ACTION:

Approve Change Order #11 in the amount of $153,180.48. District 7

RATIONALE:

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

EXHIBITS:

- Executive Summary
- Change Order
- Approved COI Log
- Collaboration Form

FINANCIAL IMPACT:

This item will be funded from the current project budget and requires $153,180.48 additional spending authority.

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 Sep 29,

Electronic Signature

Form $4189 Revised 9/26

HH/JJS

Approved in Open Board Meeting On: October 13, 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

Change Order #11 – C. Robert Markham Elementary School, P.002777-P1B

Board Meeting Date: October 13, 2026

Recommended Action
Approve Change Order #11 in the amount of $153,180.48.

District-zone Impact: District 1

Impact if the Board Voted Yes or No:
-If the Board votes "Yes": The Contractor will be compensated for additional work that was required to install six electrical disconnects with steel cages to bring the electrical system into compliance with applicable code requirements.
-If the Board votes "No": The Contractor will not be compensated for additional work that was required to install six electrical disconnects with steel cages to bring the electrical system into compliance with applicable code requirements.

MASTER PROJECT SUMMARY

Total Project Budget

Original D.E.F.P. Budget:	**$**	**42,100,000**
Add. Funding:	$	7,500,000
New Funding Request:	$	0
Current Revised Budget:	**$**	**49,600,000**

Total Project Schedule Summary
-Notice to Proceed: 05/06/2024

-Current Projected Substantial Completion Date: 01/31/2027

-Current Projected Final Completion Date: 04/01/2027

Change Order Analysis

Consultant Error	0.00%
Consultant Omission	0.00%
Owner's Request	- 2.97%
Unforeseen	2.55%
Tax Savings from DOP	- 0.44%
Total	**- 0.86%**

Construction Contract Summary:

ORIGINAL BASE CONTRACT:	$	6,333,610.00	600 Days
DIRECT OWNER PURCHASE(S):	$	(460,126.59)	0 Days
PREVIOUSLY APPROVED CO'S:	$	(236,550.09)	0 Days
CURRENT CO REQUEST:	$	153,180.48	0 Days
CURRENT REVISED CONTRACT:	$	**5,790,113.80**	**600 Days**

Status of Work:
The construction phase is 95% complete. The project is expected to achieve Substantial Completion by January 31, 2027, and Final Completion by April 1, 2027. This is not the final change order for this Project.

Background/History
The scope of work for the project includes replacement of building 1 and chiller yard.

Change Order Items:
Item #1 – (COI #25) Install Six (6) Electrical Disconnects with Steel Cages: During electrical inspections, an existing code violation was discovered when it was determined that six (6) electrical panels did not have the required disconnects. As a result, the Contractor shall furnish all labor, materials, and equipment necessary to install six (6) electrical disconnects with steel cages. (Unforeseen - $153,180.48; Add 0 Days)

Action Plan:
This change order has been reviewed for entitlement by AECOM and for cost by AtkinsRealis. The above-referenced Change Order Item, COI #25 received a recommendation for approval by the Change Order Review Panel (CORP). **This change order is being presented to the School Board for approval because its value exceeds the Superintendent's change order approval limit of $100,000 per change order under Policy 8000.**

Future requests from the Contractor for additional time, which are supported by a Time Impact Analysis (TIA), shall be analyzed by an Independent Claims Analyst Forensic Scheduler, and if acceptable shall be presented to the Board for consideration of approval at a future Board Meeting.

Alignment to 2027 Goals and Guardrails
Business Operations.

Measurable Outcome(s)/Return on Investment
There is no measurable outcome or return on investment associated with this item. This item compensates the Contractor for the labor, materials, and equipment required to install six electrical disconnects with steel cages to bring the electrical system into compliance with applicable code requirements.

Financial Impact
The financial impact of this item is $153,180.48 and will be funded by the current project budget.

The School Board of Broward County, Florida
Office of Facilities & Construction
2301 N.W. 26th Street
Fort Lauderdale, FL 33311 **(754) 321-1500**

Document 01250g (00 63 63)-Construction Change Order-Item # 25

Facility Name:	C. Robert Markham Elementary School	Date:	08.06.2026
Project Name:	C. Robert Markham ES - Phase 1B FPL Vault/Chiller Plant	Project #	P.002777-P1B
Location No:	1671		
Contractor:	JAMES B. PIRTLE CONSTRUCTION COMPANY, INC. 5700 GRIFFIN ROAD DAVIE,FL 33314	Reference Letter Dated:	

Description of Change:
Provide materials and labor to install six electrical disconnects with steel cages.

Attachments: _____

Reason For Change:
Electrical inspections discovered an existing code violation when it was found that six electrical panels did not have the required disconnects.

Summary:
Total Credits and/or Added Costs: Add: $153,180.48
Deduct:
The Contract Time will remain unchanged. 0 Days

THIS CHANGE ORDER ITEM IS INCLUSIVE OF ALL COSTS ASSOCIATED WITH THIS WORK. NO ADDITIONAL COMPENSATION FOR EXTENDED TIME SHALL BE DUE AS A RESULT OF THIS CHANGE IN THE SCOPE OF WORK.

Recommended	Accepted	Reviewed and Concurred
Carlos Veloso 08.10.2026	Joe Bickar 08.11.2026	Chris Meyers 08.11.2026
Project Consultant's Signature Date	Contractor's Signature Date	Facilities Project Manager Date
Carlos Veloso	Joe Bickar	Chris Meyers
Project Consultant's Typed Name	Contractor's Typed Name	Facilities Project Manager's Typed Name
CARTY ARCHITECTURE, LLC	JAMES B. PIRTLE CONSTRUCTION COMPANY, INC.	AECOM
Project Consultant's Firm Name	Contractor's Firm Name	The School Board of Broward County, FL

Consultant Concurs with Categorization:
☒ Yes ☐ No

FOR OFFICE USE ONLY

Direct Owner Purchase (DOP)

☐Owner's Request ☒Unforeseen ☐Consultant Error ☐Consultant Omission ☐Direct Owner Purchase ☐Tax Savings

Approved Change Order Item Log

Project Number	Project Name	Item #	Approved Date	Change Order Amount	Days Extended	Percent Change	Contractor	Reason	Description	Original Contract Amount	Actual Start
Change Order: 1 (CUD)				**$ 36,770.23**	**0**	**0.58%**					
P.002777- P1B	C. Robert Markham ES - Phase 1B FPL Vault/Chiller Plant	1	09.09.2025	$ 36,770.23	0	0.58%	James B. Pirtle Construction Company, Inc.	Unforeseen	CUD- Adjustment of cost due to significant delay between the guaranteed maximum price (GMP) submission and the notice to proceed(NTP) being issued.	$ 6,333,610.00	05.06.2024
Change Order: 2 (SCO)				**$ (71,385.71)**	**0**	**-1.13%**					
P.002777- P1B	C. Robert Markham ES - Phase 1B FPL Vault/Chiller Plant	11	10.27.2025	$ (50,117.97)	0	-0.79%	James B. Pirtle Construction Company, Inc.	Owner's Request	The original contractor could no longer perform this work. The GC rebid the scope and found a contractor for less. Concrete Buyout Savings	$ 6,333,610.00	05.06.2024
P.002777- P1B	C. Robert Markham ES - Phase 1B FPL Vault/Chiller Plant	12	10.27.2025	$ (21,267.74)	0	-0.34%	James B. Pirtle Construction Company, Inc.	Owner's Request	The miscellaneous rough carpentry cost included in the GMP will not be needed / used.	$ 6,333,610.00	05.06.2024
Change Order: 3 (SCO)				**$ (25,654.69)**	**0**	**-0.41%**					
P.002777- P1B	C. Robert Markham ES - Phase 1B FPL Vault/Chiller Plant	13	10.24.2025	$ (25,654.69)	0	-0.41%	James B. Pirtle Construction Company, Inc.	Owner's Request	Due to the landscaping and irrigation included in phase 2 of this project this allowance will not be needed for phase 1B.	$ 6,333,610.00	05.06.2024
Change Order: 4 (CUD)				**$ 87,491.81**	**0**	**1.38%**					
P.002777- P1B	C. Robert Markham ES - Phase 1B FPL Vault/Chiller Plant	10	11.06.2025	$ 87,491.81	0	1.38%	James B. Pirtle Construction Company, Inc.	Unforeseen	CUD - Furnish labor and materials to install the added PDP2 panel feeders for existing portables.	$ 6,333,610.00	05.06.2024
Change Order: 5 (SCO)				**$ (21,190.99)**	**0**	**-0.33%**					
P.002777- P1B	C. Robert Markham ES - Phase 1B FPL Vault/Chiller Plant	9	12.09.2025	$ (21,190.99)	0	-0.33%	James B. Pirtle Construction Company, Inc.	Owner's Request	The sewer line was damaged by the contractor during directional boring. Credit for labor and materials to make repairs to the underground sewer line by Physical Plant Operations (PPO)	$ 6,333,610.00	05.06.2024
Change Order: 6 (SCO)				**$ (27,907.60)**	**0**	**-0.44%**					
P.002777- P1B	C. Robert Markham ES - Phase 1B FPL Vault/Chiller Plant	7	03.27.2026	$ (27,907.60)	0	-0.44%	James B. Pirtle Construction Company, Inc.	Tax Savings	In accordance with the contract, this change order is the final Tax Reconciliation of all direct owner purchases.	$ 6,333,610.00	05.06.2024
Change Order: 7 (SCO)				**$ (2,885.25)**	**0**	**-0.05%**					
P.002777- P1B	C. Robert Markham ES - Phase 1B FPL Vault/Chiller Plant	16	04.07.2026	$ (2,885.25)	0	-0.05%	James B. Pirtle Construction Company, Inc.	Owner's Request	Allowance of $5000 was carried in GMP for signage which was included in the specifications but not shown on drawings. After receiving ASI 001, signage was priced and remaining balance is a credit to owner. Credit for signage buyout savings.	$ 6,333,610.00	05.06.2024
Change Order: 8 (SCO)				**$ (61,724.82)**	**0**	**-0.97%**					
P.002777- P1B	C. Robert Markham ES - Phase 1B FPL Vault/Chiller Plant	17	04.30.2026	$ (26,155.19)	0	-0.41%	James B. Pirtle Construction Company, Inc.	Owner's Request	During shop drawing review it was determined these buildings would remain part of the existing fire alarm system for the portables. Credit for labor and materials for fire alarm scope not needed in buildings 78 and 99.	$ 6,333,610.00	05.06.2024
P.002777- P1B	C. Robert Markham ES - Phase 1B FPL Vault/Chiller Plant	18	04.30.2026	$ (3,591.66)	0	-0.06%	James B. Pirtle Construction Company, Inc.	Owner's Request	Specification section 08110 1.5D requires two additional doors and frames on the project to which an amount of $3500 was carried within Lotspeich's contract in the GMP. RFI 002 was written to confirm if the doors and frames were required. The RFI response confirmed to not provide the doors or frames. Provide credit for 2 additional doors and frames per specification 08110 1.5D not needed	$ 6,333,610.00	05.06.2024
P.002777- P1B	C. Robert Markham ES - Phase 1B FPL Vault/Chiller Plant	19	04.30.2026	$ (31,977.97)	0	-0.50%	James B. Pirtle Construction Company, Inc.	Owner's Request	Pirtle Construction directionally bored the FPL conduits instead of trenching. By avoiding trenching in the proposed route, the bus loop exit was not cut open and therefore there was no need for restoration of existing concrete, asphalt, striping, etc. Provide credit for concrete, asphalt and striping restoration not needed due to installing the FPL conduits via directional bore in lieu of trenching.	$ 6,333,610.00	05.06.2024
Change Order: 9 (SCO)				**$ 8,202.17**	**0**	**0.13%**					
P.002777- P1B	C. Robert Markham ES - Phase 1B FPL Vault/Chiller Plant	21	07.29.2026	$ 8,202.17	0	0.13%	James B. Pirtle Construction Company, Inc.	Unforeseen	During preparation for the demolition of building 1 it was discovered the chilled water lines for building 2 ran through building 1 contrary to the as-built plan requiring these valves to reroute them. Provide labor and materials to install six inch chilled water valves in a ground box	$ 6,333,610.00	05.06.2024
Change Order: 10 (SCO)				**$ (5,084.76)**	**0**	**-0.08%**					
P.002777- P1B	C. Robert Markham ES - Phase 1B FPL Vault/Chiller Plant	22	8.20.2026	$ (5,084.76)	0	-0.08%	James B. Pirtle Construction Company, Inc.	Owner's Request	A portion of the door hardware budget was not needed to complete the project. Provide credit for a portion of the door hardware budget not used.	$ 6,333,610.00	05.06.2024
Change Order: 11				**$ 153,180.48**	**0**	**2.42%**					
P.002777- P1B	C. Robert Markham ES - Phase 1B FPL Vault/Chiller Plant	25	Pending Board Approval	$ 153,180.48	0	2.42%	James B. Pirtle Construction Company, Inc.	Unforeseen	During electrical inspections, an existing code violation was discovered when it was determined that six (6) electrical panels did not have the required disconnects. As a result, the Contractor shall furnish all labor, materials, and equipment necessary to install six (6) electrical disconnects with steel cages.	$ 6,333,610.00	05.06.2024
Grand Totals:				**$ (54,451.17)**	**0**	**-0.86%**					

COLLABORATION

SIGN-OFF FORM

Title of Agenda Request Item: Change Order #11
JAMES B. PIRTLE CONSTRUCTION COMPANY, INC.
C. Robert Markham Elementary School
P.002777-P1B

School Board Meeting: 10.13.2026

The financial impact of this item is $153,180.48.

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

Rafiki Brown - 09/28/2026
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

2026-10-13	Regular School Board Meeting
CATEGORY:	J. Capital Programs
DEPARTMENT:	Capital Program

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

TITLE:

Change Order #20 - Sheridan Hills ES, P.001636

REQUESTED ACTION:

Approve Change Order #20 granting 347 additional calendar days. District 1

RATIONALE:

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

EXHIBITS:

- Executive Summary
- Change Order
- Time Impact Analysis (TIA)
- Approved COI Log
- Collaboration Form
- Related Items

FINANCIAL IMPACT:

There is no financial impact to the current project budget.

STRATEGIC PLAN ALIGNMENT:

Student Focus Outcomes

OR • **Business Operations**

BOARD ACTION:

(For Official School Board Records Only)

SOURCE OF ADDITIONAL INFORMATION

Name:	Mark D. Dorsett	Phone:	754-321-2659
Name:		Phone:	

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Senior Leader & Title

Mark Dorsett, Chief Facilities Officer - Task Assigned

Signature

Mark Dorsett, Chief Facilities Officer - Task Assigned

Electronic Signature

Form $4189 Revised 9/26

HH/JJS

Approved in Open Board Meeting On: October 13, 2026

By: _____

School Board Chair

For more information, please contact:

Name: Mark D. Dorsett
Title: Chief Operations Officer – *Task Assigned*
Phone: 754-321-2659

EXECUTIVE SUMMARY

Change Order #20 – Sheridan Hills ES, P.001636

MASTER PROJECT SUMMARY

Total Project Budget

Original D.E.F.P. Budget:	**$**	**3,291,764**
Approved Add. Funding: (JJ-9,07/20/21)	$	3,795,916
New Funding Request:	$	0
Current Revised Budget:	**$**	**7,087,680**

Total Project Schedule Summary

-Notice to Proceed: 11/22/2021

-Current Projected Substantial Completion Date: 12/31/2026

-Current Projected Final Completion Date: 01/30/2027

Change Order Analysis

Consultant Error	0.44%
Consultant Omission	2.31%
Owner's Request	0.12%
Unforeseen	1.76%
Tax Savings from DOP	0.00%
Total	**4.63%**

Board Meeting Date: October 13, 2026

Recommended Action

Approve Change Order #20 granting a 347-calendar day, non-compensable time extension with no change to the Contract Sum.

District-zone Impact: District 1

Impact if the Board Voted Yes or No:

-If the Board votes "Yes": The Contractor will be granted a 347-calendar day extension for excusable delays determined to be beyond its control, and the contractual completion dates will be adjusted accordingly.

-If the Board votes "No": The Contractor may be subject to liquidated damages for delays determined to be excusable and beyond its control.

Construction Contract Summary:

ORIGINAL BASE CONTRACT:	$	5,377,807.00	513 Days
DIRECT OWNER PURCHASE(S):	$	(943,010.37)	0 Days
PREVIOUSLY APPROVED CO'S:	$	248,673.47	336 Days
CURRENT CO REQUEST:	$	0.00	347 Days
CURRENT REVISED CONTRACT:	$	**4,683,470.10**	**1,196 Days**

Status of Work:

The construction phase is 98% complete. The project is expected to achieve Substantial Completion by December 31, 2026, and Final Completion by January 30, 2027. This is not the final change order for this Project.

Background/History
The scope of work for this project includes electrical improvements, fire alarm, fire sprinklers, HVAC improvements, safety/security upgrades and building envelope improvements.

Change Order Items:
Item #1 – (COI #51) Request for Time Extension Due to Equipment Procurement and Fire Alarm Scope:
The Contractor experienced extended manufacturing and delivery lead times for critical HVAC equipment resulting from industry-wide supply-chain disruptions and material shortages. In addition, a failed fire alarm inspection identified a ventilation deficiency in Room 416 requiring corrective work, including replacement of the exhaust fan, as documented through RFI #117 and ASI #18. These events affected the project's critical path and resulted in a recommended time extension of 347 calendar days, consisting of 125 days attributable to long-lead equipment procurement and 222 days attributable to the Room 416 ventilation corrective work. The extension is non-compensable, and no adjustment to the Contract Sum is requested. The recommended extension consists of 125 calendar days resulting from industry-wide supply-chain disruptions affecting critical HVAC equipment procurement, categorized as Unforeseen, and 222 calendar days resulting from corrective work associated with the Room 416 ventilation requirement documented through RFI #117 and ASI #18, categorized as Owner's Request.

Action Plan:
This change order has been reviewed for entitlement by AECOM. The above-referenced Change Order Item, COI #51, received a recommendation for approval by the Change Order Review Panel (CORP). **This change order is being presented for School Board approval because denial of the requested 347-calendar day time extension could result in potential liquidated-damages exposure, exceeding the Superintendent's delegated approval authority of $100,000 per change order under Policy 8000.**

The request for additional time is supported by a Time Impact Analysis (TIA), which has been analyzed and recommended for approval by an Independent Claims Analyst Forensic Scheduler. See Exhibit 3 – Time Impact Analysis (TIA).

The projected Substantial Completion and Final Completion dates are planning estimates prepared by Atkins and are identified as "projected" dates. At this time, the project team cannot fully reconcile these dates with the contract duration calculations because additional Contractor PCOs (Potential Change Orders) associated with schedule impacts have not yet been submitted or evaluated. Upon receipt and review of those PCOs, the project team will determine any additional entitlement to contract time and reconcile the resulting contract durations and completion dates accordingly. Therefore, the projected dates should be considered preliminary and are subject to adjustment pending future schedule analyses and change order evaluations.

Alignment to 2027 Goals and Guardrails
Business Operations.

Measurable Outcome(s)/Return on Investment
Approval aligns the contract schedule with the documented project delays determined to be excusable and preserves the District's ability to administer the contract consistently with the Time Impact Analysis and project records.

Financial Impact
There is no financial impact to the current project budget.

The School Board of Broward County, Florida
Office of Facilities & Construction
2301 N.W. 26th Street
Fort Lauderdale, FL 33311 **(754) 321-1500**

Document 01250g (00 63 63)-Construction Change Order-Item # 51

Facility Name:	Sheridan Hills Elementary School	Date:	07.16.2026
Project Name:	Sheridan Hills ES - SMART Building Renovations	Project #	P.001636
Location No:	1811		
Contractor:	WEST CONSTRUCTION, INC. 820 N 4TH ST LANTANA,FL 33462	Reference Letter Dated:	

Description of Change:
Time extension request

Attachments: (1) Time Impact Analysis Review for PCO-51 dated July 13, 2026; and (2) RFI #117 and ASI #8

Reason For Change:
Industry supply chain disruptions between 12/21/2021 and 09/25/2024 caused an unforeseen 125-day delay to Substantial Completion due to equipment supplier delays. Resolving a ventilation issue in Room 416 required an out-of-scope replacement of the exhaust fan. This added 222 days to the schedule and was categorized as an Owner's Request.

Summary:
Total Credits and/or Added Costs: Add: $0.00
Deduct:
The Contract Time will be Increased by: 347 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
Peter Thomson 09.21.2026	Melissa Beliard 09.21.2026	Ligal Nelson 09.22.2026
Project Consultant's Signature Date	Contractor's Signature Date	Facilities Project Manager Date
Peter Thomson	Melissa Beliard	Ligal Nelson
Project Consultant's Typed Name	Contractor's Typed Name	Facilities Project Manager's Typed Name
WILLIAMSON DACAR ASSOCIATES INC.	WEST CONSTRUCTION, INC.	AECOM
Project Consultant's Firm Name	Contractor's Firm Name	The School Board of Broward County, FL

Consultant Concurs with Categorization:
☒ Yes ☐ No

FOR OFFICE USE ONLY

Direct Owner Purchase (DOP)

☐Owner's Request ☐Unforeseen ☐Consultant Error ☐Consultant Omission ☐Direct Owner Purchase ☐Tax Savings
See Above

AECOM

Established 1915
BROWARD
County Public Schools

Time Impact Analysis Review

Project: P.001636 Sheridan Hills ES - SMART Building Renovations

Reference: PCO # 51

July 13, 2026

Delivering a better world

Quality information

Prepared by	Checked by	Verified by	Approved by
Max Salas Project Controls Analyst		George Suarez Project Controls Manager	

Revision History

Revision	Report date	Details
00	10-Jun-26	Initial Report

1. Project Information

Project Details	
Owner:	Broward County Public School District
Project Number:	P.001636
School:	Sheridan Hills Elementary School
Contractor:	WEST CONSTRUCTION, INC.
Architect/Engineer (A/E):	WILLIAMSON DACAR ASSOCIATES INC.
Contract Details	
Scope of Work:	Campus Improvement, HVAC, FIRE SAFETY, KITCHEN, ELECTRICAL
Project NTP Date:	22-Nov-21
Period of Performance:	513 Calendar Days
Original SC Date:	19-Apr-23
Approved Time Extensions:	336 Calendar Days
Current SC Date:	20-Mar-24
Time Impact Analysis (TIA) Details	
TIA Subject:	PCO-51 Time Extension Request
Date Submitted by Contractor:	21-Apr-26
Recommendation	
Acceptance/Rejection:	Accepted

Table 1 Project Information

2. Executive Summary

2.1 PCO 51

The Contractor submitted PCO-51 on 21-Apr-26 requesting an 847-day extension to Final Completion (FC) due to design revisions issued under ASI #2 (including RFI #8), extended review and approval durations associated with ASI #3 and RFI #32, long lead mechanical equipment procurement, fire alarm scope revisions issued under ASI #3 and RFI #32, fire alarm cabinet relocation documented by RFI #117 and ASI #18, HVAC commissioning requirements, and final inspections governing project completion, which impacted the overall schedule.

Only the long lead mechanical equipment procurement delay and the fire alarm cabinet relocation delay are relevant for this TIA Review, while the others were excluded because they were previously addressed under PCO-47 or were not substantiated by the Contractor.

2.2 Analyst Recommendation

The Analyst reviewed the TIA submitted with PCO-51 along with project records, conducted an independent TIA, and recommends,

- Granting an excusable, non-compensable time extension of 347 days to the Substantial Completion (SC) date;
- Adjusting Final Completion (FC) to 30 days following SC;
- Not granting compensation for General Conditions.

The breakdown of responsibility for this time extension is as follows:

Delay Event	Days	Responsibility
Long lead mechanical equipment procurement	125	**Material Supplier**
Fire alarm cabinet relocation documented by RFI #117 / ASI #18	222	**Owner**

2.3 Justification for Recommendation

2.1 **Long lead mechanical equipment procurement**: Delay originated from extended production and delivery times for HVAC mechanical equipment due to industry-wide supply chain disruptions and material shortages, with 21-Dec-21 to 25-Sep-24 as the extended actual lead times of critical equipment which resulted in a 125-day impact to Substantial Completion. This is Material Supplier delay due industry supply chain disruptions as documented back on 24-Jan-23 when the contractor issued a Notice of Potential Delay.

2.2 **Fire alarm cabinet relocation documented by RFI #117 / ASI #18**: The delay extends from 29-Aug-25, when the failed inspection identified the ventilation deficiency requiring Room 416 to be mechanically ventilated, resolved through replacement of the exhaust fan documented in RFI #117 / ASI #18 which was permitted on 07-Apr-26 resulting in a 222-day impact to Substantial Completion. This is an Owner delay as the origination reason was the inspection requirement identifying non-compliant ventilation in Room 416, the responsibility assignment is consistent with the previously approved PCO-48 for the monies of this delay.

2.3 Design revisions issued under ASI #2 (including RFI #8), extended review and approval durations associated with ASI #3 and RFI #32, and fire alarm scope revisions issued under ASI #3 and RFI #32 delay events were excluded from this analysis as they were already previously assessed for the approved PCO-47.

2.4 HVAC commissioning requirements and final inspections governing project completion were also excluded as they did not have merit to be considered for this TIA review.

2.5 AECOM does not recommend defining any delays mentioned above as compensable based on Article 6.05 of the Project Manual which was incorporated into the Construction Contract. The contract is subject to a no damage for delay clause which is enforceable except in the case of fraud, bad faith or active interference by the Owner which is not the cause of the delay in question.

3. Background & Submission

3.1 Project Background

1. NTP was issued on 22-Nov-21. The original contract duration was 513 days from NTP to SC, and an additional 30 days from SC to FC, for a total of 543 days. Additionally, 336 days were previously approved via PCO-47, extending contractual SC to 20-Mar-24.

3.2 Delay Timelines

1. Long lead mechanical equipment procurement:

a. 21-Dec-21 to 25-Sep-24 Actual lead times of critical equipment, per the 14-Apr-26 actualized schedule update.

b. 24-Jan-23 Contractor issued Notice of Potential Delay Impact citing HVAC equipment lead times and industry-wide supply chain disruptions.

2. Fire alarm cabinet relocation documented by RFI #117 / ASI #18:

a. 29-Aug-25 Failed Inspection #170150 identifying ventilation deficiency.

b. 03-Sep-25 FA inspector confirmed cabinets must be in ventilated rooms.

c. 16-Oct-25 RFI #117 issued requesting direction on fan replacement.

d. 16-Oct-25 RFI #117 AE response directing fan replacement and PCO submission.

e. 31-Oct-25 Fan replaced (performed before authorization).

f. 06-Nov-25 Passed re-inspection #170150 – Electrical/FA.

g. 05-Mar-26 Passed inspection #195979 confirming fan replacement.

h. 26-Mar-26 ASI #18 issued including fan replacement.

i. 07-Apr-26 ASI #18 permitted.

3.3 Summary of Contractor's TIA

1. Contractor submitted PCO-51 requesting an 847-daytime extension, as multi-year, over-aggregated submission, spanning the entire project duration allegedly due to:

a. Design revisions issued under ASI #2 (including RFI #8)

b. Extended review and approval durations associated with ASI #3 and RFI #32

c. Long lead mechanical equipment procurement

d. Fire alarm scope revisions issued under ASI #3 and RFI #41

e. Fire alarm cabinet relocation documented by RFI #117 and ASI #18,

f. HVAC commissioning requirements

g. Final inspections governing project completion

2. Most of these delays were already assessed under the previously approved PCO-47, unnecessarily increasing the forensic work and obscuring the few that have merit.
3. For item “d”, the Contractor incorrectly references RFI #41 as related to ASI #3. It should be RFI #32. RFI #41 is related to ASI #4. This resulted in a confusing submission.
4. The Contractor quantified the delay through Final Completion (FC) instead of Substantial Completion (SC), which is the control milestone for TIA Review as it marks the end of Construction. The Contractor also incorrectly used 27-Feb-23 as the original contractual FC date, overstating the days being claimed; 19-May-23 is the correct original FC date.
5. The impact schedule submitted is simply the 14-Apr-26 actualized schedule update, not a fragnet-delay-impacted schedule, and therefore cannot be used to assess or quantify any delay impact to Substantial Completion.
6. The impact schedule shows a 23-May-26 projected FC (Task #551) versus 25-May-26 in the narrative, likely due to missing logic links to still-open tasks, indicating it is not a reliable logic-driven schedule.
7. The pre-impact schedule is not the Baseline schedule as stated in the narrative; it is the 04-Feb-26 schedule update, which includes actualized dates and is therefore not a valid pre-impact schedule. A proper pre-impact schedule must be the schedule update immediately preceding the first delay event.

3.4 Files Reviewed

List of files reviewed for this report’s analysis

- Baseline (N/A)
- Time Delay Narrative PCO 51
- PCO 51 Pre-impact Schedule 4-Feb-26
- SheridanHills ES NTP
- Monthly Project Update narratives
- PCO 51 Post-impact scheduled 14-Apr-26

4. Analysis

4.1 Quantitative

1. As the Reviewer was not able to validate the TIA submitted by the Contractor, an independent TIA was performed by the Reviewer.
2. Given the absence of a usable pre-impact schedule and clearly documented delay timelines, the approach was to construct a high-level Longest-Path Primavera (P6) Delay Impact Model that incorporates each delay segment using their documented start and finish dates to determine the impact to Substantial Completion (SC). These timelines are forensic reconstructions developed from the evidence presented, the exhaustive review of project records, and input from the ORPM.
3. The project includes multiple delays spanning multiple years, including previously approved extensions that must be checked for concurrency. A Delay Model is the appropriate approach to quantify the impact to SC, beginning with the previously approved PCO-47, to establish the last impacted SC date, the starting point for evaluating all remaining delays.
4. **Long lead mechanical equipment procurement** 21-Dec-21 to 25-Sep-24: The extended production and delivery times for HVAC mechanical equipment due to industry-wide supply chain disruptions, as documented in the 24-Jan-23 Notice of Potential Delay Impact, impacted the overall schedule, with actual delivery on 25-Sep-24 as reflected in the Apr-2026 actualized schedule update.
5. **Fire alarm cabinet relocation documented by RFI #117 / ASI #18** 29-Aug-25 to 07-Apr-26:
    a. The failed fire alarm inspection on 29-Aug-25 identified a ventilation deficiency in Room 416, leading to confirmation that the fire alarm cabinets must be located in ventilated rooms, followed by coordination through RFI #117 and the AE’s direction to replace the exhaust fan, completion

of the corrective work and successive inspections, and final authorization when ASI #18 was permitted on 07-Apr-26.

b. Even though the fan work was completed and passed inspection earlier, out of sequence, the work was not formally authorized until ASI #18 was issued on 26-Mar-26 and permitted on 07-Apr-26. Substantial Completion requires the work to be authorized. Therefore, carrying the delay through 07-Apr-26 is consistent with the requirement that the corrective action must be formally authorized before final acceptance of the work.

c. The Contractor's claimed delay window of 09-Sep-25 to 11-Oct-25 is inconsistent with the documented sequence, as RFI #117 and the AE's direction were both issued on 16-Oct-25, after the Contractor's stated delay period ended.

6. The following resubmitted delays were previously assessed for the approved PCO-47 and are therefore excluded from analysis: design revisions issued under ASI #2 (including RFI #8), extended review and approval durations associated with ASI #3 and RFI #32, and fire alarm scope revisions issued under ASI #3 and RFI #41.

7. HVAC commissioning requirements were excluded from the analysis as the Contractor did not provide a documented timeline for the delay, nor elaborated on how the 132-day HVAC commissioning was longer than anticipated and beyond its control.

8. Final inspections governing project completion were also excluded as the Contractor extended the claimed segment through Final Completion, which is beyond Substantial Completion, the controlling milestone for TIA Review.

4.2 Responsibility Matrix

PCO#	Material Supplier	Owner	Unforeseen	Net Impact
PCO-51	125	222		347

Table 2 Matrix

5. Definition

1. The term “longest-path” is defined as the interconnected chain of critical activities in which the total duration of that path is longer than any other path. For continuity of understanding across all present and forthcoming parties to view this document, the term “critical” will be used as the short form of the term “longest path.”
2. The term “unimpacted schedule” can be defined as the “base” schedule or latest Owner-accepted schedule prior to the start of the subject delay event.
3. The term “Excusable Delays” is defined as delays that are unforeseeable and beyond the control of the Contractor.
4. The term “Non-Excusable Delays” is defined as delays that are foreseeable or within the Contractor's control.
5. The term “days” refers to calendar days unless otherwise specified.

6. Disclaimer

This review is intended to be in accordance with specification section 01 32 16 Construction Schedule Critical Path Method-CPM and section 01 26 00 Change Modification Procedures of the contract documents. This review does not include verification of compliance with contractual instruments or any other management operations related Change modification procedures. This review is not intended in any way to conflict with or misconstrue the program’s management or contractual instruments or processes for settling cost or time changes. This review does not include verification of the program’s change modification procedures. The findings, data, and recommendation contained in this review letter does not include or guarantee compliance with any local or international building code, or any validation that any referenced design is compliant with any engineering or architectural standards (building, structural, roofing, electrical, mechanical, plumbing, or any other construction discipline); this is the responsibility of the Owner and Authorities Having Jurisdiction. Any project delays, past, concurrent to, or future, other than the subject delay being reviewed herein, reflected in the Contractor’s construction schedule are not approved or accepted as a result of comments or the recommendations contained throughout this review document. This review is intended to be independent in methodology and based on industry recommended practices for Time Impact Analysis, while also in orchestration with the stipulations and objectives of the above referenced program. AECOM notes that the analysis and report is quantitative in approach, not qualitative. Thus, any anecdotal reasoning or information that is counter to or outside of AECOM’s independent investigation, or counter to the recommendation contained herein, AECOM reserves the right to consider those at a later time.

Appendix A

A.1 Primavera (P6) Delay Impact Model 10-Jul-26

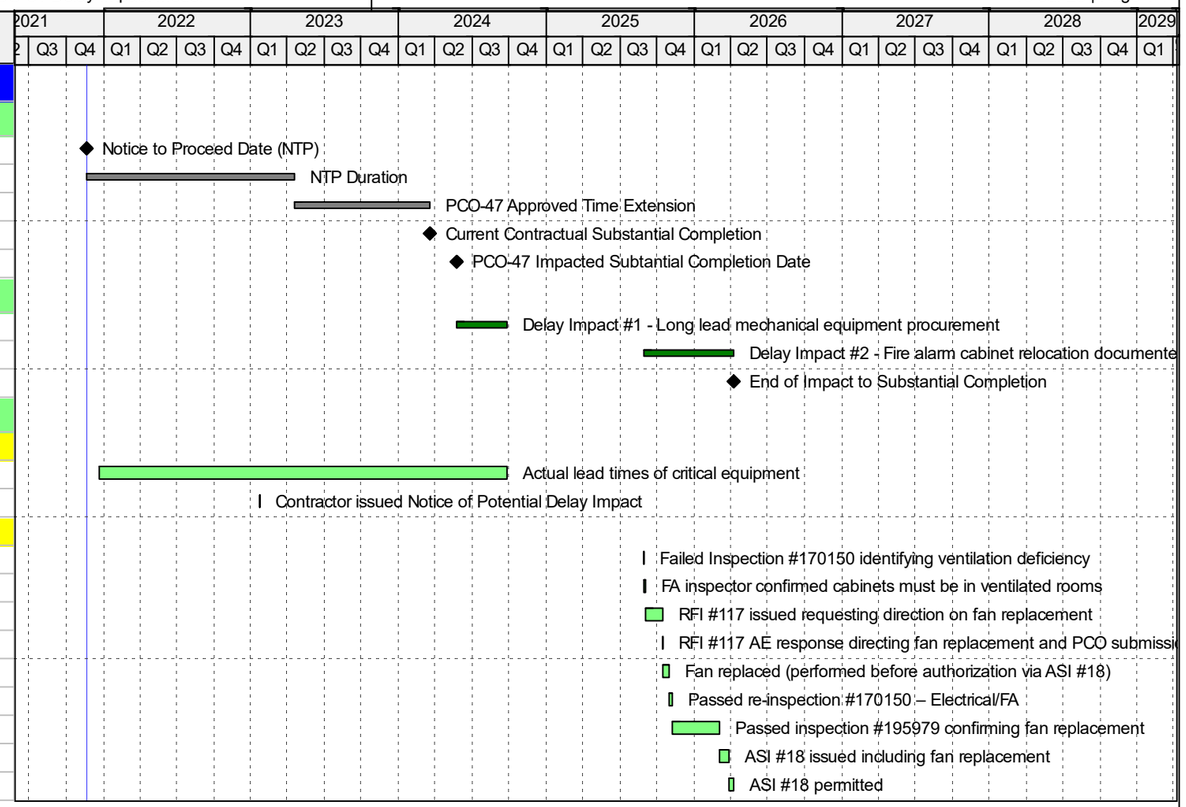
Prepared by:

AECOM
Max Salas AECOM
cc: PPM Project Controls Group East Region
aecom.com

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Activity ID	Activity Name	Duration	Start	Finish
P.001636 Sheridan Hills ES - PCO-51 Delay Impact Model				
Milestones				
A1110	Notice to Proceed Date (NTP)	0d	22-Nov-21	
A1130	NTP Duration	513d	22-Nov-21	18-Apr-23
A1140	PCO-47 Approved Time Extension	336d	19-Apr-23	19-Mar-24
A1190	Current Contractual Substantial Completion	0d		19-Mar-24
A1192	PCO-47 Impacted Subtantial Completion Date	0d		24-May-24*
Delay Impact Summary				
A2020	Delay Impact #1 - Long lead mechanical equipment procurement	125d	24-May-24	25-Sep-24
A2060	Delay Impact #2 - Fire alarm cabinet relocation documented by RFI #117 / ASI #18	222d	29-Aug-25	07-Apr-26
A2090	End of Impact to Substantial Completion	0d		07-Apr-26
Delay Timelines				
Long lead mechanical equipment procurement				
A2100	Actual lead times of critical equipment	1010d	21-Dec-21*	25-Sep-24
A2110	Contractor issued Notice of Potential Delay Impact	1d	24-Jan-23*	24-Jan-23
Fire alarm cabinet relocation documented by RFI #117 / ASI #18				
A1410	Failed Inspection #170150 identifying ventilation deficiency	1d	29-Aug-25*	29-Aug-25
A1420	FA inspector confirmed cabinets must be in ventilated rooms	5d	30-Aug-25	03-Sep-25*
A1430	RFI #117 issued requesting direction on fan replacement	43d	04-Sep-25	16-Oct-25
A1440	RFI #117 AE response directing fan replacement and PCO submission	1d	16-Oct-25	16-Oct-25
A1450	Fan replaced (performed before authorization via ASI #18)	15d	17-Oct-25	31-Oct-25
A1460	Passed re-inspection #170150 – Electrical/FA	6d	01-Nov-25	06-Nov-25
A1470	Passed inspection #195979 confirming fan replacement	119d	07-Nov-25	05-Mar-26
A1480	ASI #18 issued including fan replacement	21d	06-Mar-26	26-Mar-26
A1490	ASI #18 permitted	12d	27-Mar-26	07-Apr-26



Approved Change Order Item Log

Project Number	Project Name	Item #	Approved Date	Change Order Amount	Days Extended	Percent Change	Contractor	Reason	Description	Original Contract Amount	Actual Start
Change Order: 1 (SCO)				**$ 1,604.00**	**0**	**0.03%**					
P.001636	Sheridan Hills ES - SMART Program Renovations	5	10.05.2023	$ 1,604.00	0	0.03%	West Construction, Inc.	Unforeseen	Additional labor, material, and equipment to remove outlet that is stubbed up.	$ 5,377,807.00	11.22.2021
Change Order: 2 (SCO)				**$ 4,014.47**	**0**	**0.07%**					
P.001636	Sheridan Hills ES - SMART Program Renovations	13	11.07.2023	$ 4,014.47	0	0.07%	West Construction, Inc.	Owner's Request	The structural support was modified with a steel frame in lieu of a mechanical curb to carry the load of a condensing unit substituted by the Contractor.	$ 5,377,807.00	11.22.2021
Change Order: 3 (SCO)				**$ 8,112.32**	**0**	**0.15%**					
P.001636	Sheridan Hills ES - SMART Program Renovations	10	01.11.2024	$ 8,112.32	0	0.15%	West Construction, Inc.	Consultant Error	The Contractor provided labor and material for electrical work required by the reconfiguration of the existing rooms in Building 1.	$ 5,377,807.00	11.22.2021
Change Order: 4 (SCO)				**$ 13,674.94**	**0**	**0.25%**					
P.001636	Sheridan Hills ES - SMART Program Renovations	24	02.16.2024	$ 13,674.94	0	0.25%	West Construction, Inc.	Consultant Omission	The circuiting of specified/permitted hand dryers were not on the drawings. The Contractor provided labor and material as required to circuit the hand dryers.	$ 5,377,807.00	11.22.2021
Change Order: 5 (SCO)				**$ 7,083.78**	**0**	**0.13%**					
P.001636	Sheridan Hills ES - SMART Program Renovations	23	03.07.2024	$ 7,083.78	0	0.13%	West Construction, Inc.	Consultant Omission	The permitted plans did not indicate a new air supply for the single use restrooms. The Contractor is to provide labor and materials to install a new air supply and diffusers in the single occupant restrooms.	$ 5,377,807.00	11.22.2021
Change Order: 6 (SCO)				**$ 3,350.05**	**0**	**0.06%**					
P.001636	Sheridan Hills ES - SMART Program Renovations	27	04.24.2024	$ 3,350.05	0	0.06%	West Construction, Inc.	Unforeseen	Exposed conduit was discovered running through the exterior face of the lower half roof at Building 1. The conduit cannot remain exposed, and therefore must be relocated in order to finish the roof work.	$ 5,377,807.00	11.22.2021
Change Order: 7 (SCO)				**$ 6,428.05**	**0**	**0.12%**					
P.001636	Sheridan Hills ES - SMART Program Renovations	25	04.24.2024	$ 6,428.05	0	0.12%	West Construction, Inc.	Unforeseen	The previous above ceiling air handling units did not have duct smoke detectors. Therefore, the Contractor is to install temporary new smoke duct detectors compatible with the current fire alarm system until new detectors are installed.	$ 5,377,807.00	11.22.2021
Change Order: 8 (SCO)				**$ 67,678.00**	**0**	**1.26%**					
P.001636	Sheridan Hills ES - SMART Program Renovations	29	08.26.2024	$ 67,678.00	0	1.26%	West Construction, Inc.	Unforeseen	HVAC Price Escalation.	$ 5,377,807.00	11.22.2021
Change Order: 9 (SCO)				**$ 1,938.40**	**0**	**0.04%**					
P.001636	Sheridan Hills ES - SMART Program Renovations	32	10.29.2024	$ 1,938.40	0	0.04%	West Construction, Inc.	Unforeseen	Due to the blow out of specified 3A fuses, the EOR recommended to upgrade to 5A fuses. The Contractor is to provide labor, material and equipement to install fourteen (14) 5A fuses.	$ 5,377,807.00	11.22.2021
Change Order: 10 (SCO)				**$ 1,944.09**	**0**	**0.04%**					
P.001636	Sheridan Hills ES - SMART Program Renovations	37	11.14.2024	$ 1,944.09	0	0.04%	West Construction, Inc.	Unforeseen	The heater wire was short and did not reach the breaker as shown in the attached images. The existing wire had to be pulled out and a new one had to be installed. Therefore, the Contractor is to provide labor and materials to refeed 125A feeder from existing air handliing unit 1 duct heater to circuit breaker.	$ 5,377,807.00	11.22.2021
Change Order: 11 (SCO)				**$ 5,426.38**	**0**	**0.10%**					
P.001636	Sheridan Hills ES - SMART Program Renovations	36	01.27.2025	$ 5,426.38	0	0.10%	West Construction, Inc.	Consultant Error	The Bid Documents call for a 90A breaker with #2 wire for the phase and #8 wire for the ground for the new RTU-1-2. However, the actual unit installed requires a 200A breaker, which also necessitated upgrading the phase and ground wires. Upgrade breaker and wire size for RTU-1-2 as per manufacturer recommendations.	$ 5,377,807.00	11.22.2021
Change Order: 12 (SCO)				**$ 6,271.80**	**0**	**0.12%**					
P.001636	Sheridan Hills ES - SMART Program Renovations	31	02.11.2025	$ 1,816.85	0	0.03%	West Construction, Inc.	Unforeseen	Room 201D had no lights. AE directed us to install a new wall mounted light fixture above the door with a new switch. E-504. Provide Labor and equipment to install New Light Fixture & Switch as per RFI #75 on Building 2 Room 201D .	$ 5,377,807.00	11.22.2021
P.001636	Sheridan Hills ES - SMART Program Renovations	35	02.11.2025	$ 4,454.95	0	0.08%	West Construction, Inc.	Unforeseen	The contract documents called for the existing drywall to remain and new ceramic tile to replace the existing tile. When the existing tile was removed, the existing drywall below had substantial water damage and required replacement. SBBC required that the replacement wall meet current code with insulation.Provide labor and materials for the replacement of the damaged interior finishes of the exterior wall in building 2 toilet rooms 201C, 202C and 203C	$ 5,377,807.00	11.22.2021
Change Order: 13 (SCO)				**$ 5,106.22**	**0**	**0.09%**					
P.001636	Sheridan Hills ES - SMART Program Renovations	40	03.21.2025	$ 5,106.22	0	0.09%	West Construction, Inc.	Consultant Omission	The Contractor is to provide and install four (4) new ducts and four (4) new supply air grilles to restrooms 135A, 136A, 137A, and 138A.	$ 5,377,807.00	11.22.2021
Change Order: 14 (SCO)				**$ 13,539.54**	**0**	**0.25%**					
P.001636	Sheridan Hills ES - SMART Program Renovations	43	08.15.2025	$ 7,228.37	0	0.13%	West Construction, Inc.	Unforeseen	It was advised to discard the duct heater Air Handling Unit 4-1 due to significant deterioration and declining performance over time. This recommendation comes after a thorough inspection revealed wear and tear that could compromise the unit's efficiency and effectiveness in maintaining the desired climate controls. Provide labor and material to replace the duct heater AHU 4-1.	$ 5,377,807.00	11.22.2021
P.001636	Sheridan Hills ES - SMART Program Renovations	44	08.15.2025	$ 6,311.17	0	0.12%	West Construction, Inc.	Consultant Omission	Project plans (E-405) show relief fans, that were not per original scope of work. They were subsequently added, but no direction provided, as to how they were to be fed, and/or panels to be connected to. SGM was presented with RFI-84, and in response was given direction as required. Work was carried out, and "As Built's" provided. Provide labor and materials to connect fans to available circuits as required.	$ 5,377,807.00	11.22.2021
Change Order: 15 (SCO)				**$ 91,971.17**	**0**	**1.71%**					
P.001636	Sheridan Hills ES - SMART Program Renovations	41	10.22.2025	$ 91,971.17	0	1.71%	West Construction, Inc.	Consultant Omission	New FA Devices were required to meet Code Compliance. Provide Labor, Material, and Equipment to add New FA Devices as per ASI-16R.	$ 5,377,807.00	11.22.2021
Change Order: 16 (SCO)				**$ 2,620.16**	**0**	**0.05%**					
P.001636	Sheridan Hills ES - SMART Program Renovations	48	04.07.2026	$ 2,620.16	0	0.05%	West Construction, Inc.	Owner's Request	The exhaust fan in room 416 which was not part of the original scope needed to be replaced as it was not functioning and the needed to be properly ventilated to pass the electrical inspection. Provide labor and materials for exhaust fan replacement in bldg. 4	$ 5,377,807.00	11.22.2021
Change Order: 17				**$ -**	**336**	**0.00%**					
P.001636	Sheridan Hills ES - SMART Program Renovations	47	05.05.2026	$ -	336	0.00%	West Construction, Inc.	Unforeseen	The original scope required the installation of rooftop units (RTUs) using Trane equipment with curb-mounted supports. Due to supplier availability constraints at the time, the Contractor was directed to utilize Daikin equipment, which required a steel stand rather than curb-mounted support. The resulting coordination between the Request for Information (RFI) process and the Architect's Supplemental Instructions (ASI) caused delays that impacted the project's critical path.	$ 5,377,807.00	11.22.2021
Change Order: 18 (SCO)				**$ (1,986.30)**	**0**	**-0.04%**					
P.001636	Sheridan Hills ES - SMART Program Renovations	49	07.13.2026	$ (1,986.30)	0	-0.04%	West Construction, Inc.	Unforeseen	The original design specified that the chilled water pipe (CWP) would be installed underground, crossing the walkway. To reduce disruption to school access at Building 75 and to avoid potential risks associated with underground excavation, an alternative solution was proposed. This revised solution, which routes the pipe above the ceiling, was reviewed and approved by the Engineer of Record (EOR) through RFI-25 and approved by the Building Department through ASI#18. Provide a credit for the labor and materials reflecting the cost difference for routing the chilled water pipe above the ceiling of Building 75 instead of underground.	$ 5,377,807.00	11.22.2021
Change Order: 19 (SCO)				**$ 9,896.40**	**0**	**0.18%**					
P.001636	Sheridan Hills ES - SMART Program Renovations	52	08.20.2026	$ 9,896.40	0	0.18%	West Construction, Inc.	Consultant Error	Revision of the breaker size from 800A to 700A to match the overcurrent protection required for the substituted Daikin equipment. The AE directed to retain the 800A breaker per RFI #54; however, to meet Electrical code and manufacturer specifications, the breaker needs to be corrected to 700A, which aligns with the updated AE clarification in RFI #123. Provide labor, equipment, and materials to replace the 800A breaker with a 700A circuit breaker for Chiller-1	$ 5,377,807.00	11.22.2021
Change Order: 20				**$ -**	**347**	**0.00%**					
P.001636	Sheridan Hills ES - SMART Program Renovations	51	Pending Board Approval	$ -	347	0.00%	West Construction, Inc.		The Contractor experienced extended manufacturing and delivery lead times for critical HVAC equipment resulting from industry-wide supply-chain disruptions and material shortages. In addition, a failed fire alarm inspection identified a ventilation deficiency in Room 416 requiring corrective work, including replacement of the exhaust fan, as documented through RFI #117 and ASI #18. These events affected the project's critical path and resulted in a recommended time extension of 347 calendar days, consisting of 125 days attributable to long-lead equipment procurement and 222 days attributable to the Room 416 ventilation corrective work. The extension is non-compensable, and no adjustment to the Contract Sum is requested. The recommended extension consists of 125 calendar days resulting from industry-wide supply-chain disruptions affecting critical HVAC equipment procurement, categorized as Unforeseen, and 222 calendar days resulting from corrective work associated with the Room 416 ventilation requirement documented through RFI #117 and ASI #18, categorized as Owner's Request.	$ 5,377,807.00	11.22.2021
Grand Totals:				**$ 248,673.47**	**683**	**4.62%**					

COLLABORATION

SIGN-OFF FORM

Title of Agenda Request Item: Change Order #20
WEST CONSTRUCTION, INC.
Sheridan Hills Elementary School
P.001636

School Board Meeting: 10.13.2026

The financial impact of this item is $0.00.

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

Rafiki Brown - 09/16/2026
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.

The School Board of Broward County, Florida
Office of Facilities & Construction
2301 N.W. 26TH Street
Fort Lauderdale, FL 33311

(754) 321-1500

Document 01310a (00 63 13)-Contractor's Request for Information (RFI)

To: Thomson, Peter
A/E Firm: **WILLIAMSON DACAR ASSOCIATES INC.**

RFI NO:117	Date: 10.16.2025

Project No: P.001636
Project Title: Sheridan Hills ES - SMART Building Renovations
Facility Name: Sheridan Hills Elementary School
Location No: 1811

(One RFI Item per form)

Subject: Room 416 Exh Fan

Category:

Reference:

Spec No.	Section Title	Paragraph Reference	Drawing Sheet No.	Detail Reference

Request: Based on Failed Inspection 170150, FA inspectors requested that the exhaust fan in Bldg.4 electrical room 416 to be repaired or replaced. Please advise

Contractor: WEST CONSTRUCTION, INC.

By: Beliard, Melissa

Replies to RFI's will be made by the Project Consultant on Document 01250f-Project Consultant Supplemental Instructions, for those requests that are not directly or obviously inferable from the Contract Documents.

RFI Date: 10.16.2025
AE Response Date: 10.16.2025
Project No: P.001636
Project Title: Sheridan Hills ES - SMART Building Renovations
Facility Name: Sheridan Hills Elementary School
Location No: 1811

RE: RFI NO: 117

To: WEST CONSTRUCTION, INC.

AE Comment: Please have your subcontractor provide a quote for the replacement of the fan and submit a PCO for this work.

Consultant: WILLIAMSON DACAR ASSOCIATES INC.

By: P.V. Thomson

Request for Information (RFI)

Project Information	
Project #	21-1489 SHERIDAN HILLS
Title	SHERIDAN HILLS ES
Address	5001 THOMAS ST
City, State, Zip	Hollywood, FL 33021
Country	

Request for Information		
RFI #	00117	**Drawing**
Date	16-Oct-2025	**Spec. Section**
Due Date	30-Oct-2025	**Location**
		Other
Priority	A.S.A.P.	
Subject	Room 416 Exhaust Fan	
Reason	Additional Information	

From	
Contact	Melissa Beliard
Company	West Construction Inc
Address	820 N 4th St
City, State, Zip	Lantana, FL 33462-1710
Country	United States
Phone	561-588-2027
Fax	561-582-9419

To	
Contact	Peter Thomson
Company	Williamson Dacar Associates, Inc.
Address	851 Broken Sound Pkwy NW, Suite 133
City, State, Zip	Boca Raton, FL 33487
Country	USA
Phone	(561) 609-4544
Fax	

Request

Based on Failed Inspection 170150, FA inspectors requested that the exhaust fan in Bldg.4 electrical room 416 to be repaired or replaced. Please advise

Suggestion

Response

_____

Signature

The School Board of Broward County, Florida
Office of Facilities & Construction
2301 NW 26th Street, Bldg. 6
Fort Lauderdale, Florida 33311
(754) 321-1500

Document 01250f (00 63 33)-Project Consultant's Supplemental Instructions

To:	**West Construction, Inc.** **820 N 4th St.** **Lantana, FL 33462** (Contractor)	**Supplemental Instruction No.:**	**18**	**Date: 3-26-2026**
Project No:	P.001636			
Project Title:	GOB Renovations			
Facility Name:	Sheridan Hills Elementary School			
Location No:	1811			

DOCUMENT CONTROL
RECEIVED/SCANNED
APR 02 2026
Broward County Schools

You are hereby notified that the Work shall be carried out in accordance with the following supplemental instructions issued in accordance with and reasonably inferable from the Contract Documents without change in Contract Sum or Contract Time. Prior to proceeding with these instructions, indicate your acceptance of these instructions for a minor change to the Work as consistent with the Contract Documents and return a copy to the Project Consultant.

Description of Interpretation or Minor Change: (Written description of the Work)

Reroute Chilled Water piping sections serving Building 75 from an underground installation to an above ceiling installation and replace a non-functioning fan in electrical room 416.

PERMITTED
APR 07 2026
BUILDING DEPARTMENT
BCPS

Attachments: (List attached documents that support description):

The following documents are attached and are marked – Revision 30 – ASI #18: Drawings T-2; M-100; MD-205; M-205 and M-702.

Form 1250f: Signed and sealed to indicate we are submitting the attached materials to the District Building Department for approval. See attachments for professional sign/seal by Discipline

Issued		**Accepted**	
Project Consultant:	Williamson Dacar Associates, Inc. Jessica Wells, Director South Florida Operations	**Contractor:**	
By: (Signature)		**By:** (Signature)	
	Date: 3-26-26		**Date:**

Copies: ☒ Field Construction Manager ☐ Consultants ☒ Other: 4 Originals to Geoffrey McCorkle, AECOM.
(for distribution and Building department submission).

RECEIVED
APR 02 2026
BUILDING DEPARTMENT
BCPS

Status: ORIGINAL

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

2026-10-13	Regular School Board Meeting
CATEGORY:	J. Capital Programs
DEPARTMENT:	Facility Planning & Real Estate

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

TITLE:

Corrective Special Warranty Deed for Rock Island Annex Property

REQUESTED ACTION:

Approve the execution of a Corrective Special Warranty Deed for the property formerly known as Rock Island Annex, located at 2310 N.W. 26th Street, Oakland Park, Florida, to correct an omission in the legal description contained in the Special Warranty Deed recorded at closing and to complete the conveyance previously approved by the School Board. 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
- Corrective Warranty Deed
- Memo Cadre Attorney
- Sale and Purchase 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:	Samantha Au	Phone:	754-321-2536

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 Sep 29,

Electronic Signature

Form $4189 Revised 9/26

HH/JJS

Approved in Open Board Meeting On: October 13, 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

Approval to Execute Corrective Special Warranty Deed for Rock Island Annex Property

Board Meeting Date: October 13, 2026

Requested Action: Approve the execution of a Corrective Special Warranty Deed for the property formerly known as Rock Island Annex, to correct an omission in the legal description contained in the Special Warranty Deed recorded at closing.

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	• Not Applicable
Statutory Requirement	• Not Applicable
If the School Board votes "Yes"	• The School Board will authorize execution of a Corrective Special Warranty Deed that restores a parcel inadvertently omitted from the legal description of the deed recorded at closing. The corrective deed reflects the property description approved by the Board in the original Agreement of Sale and Purchase and completes the conveyance previously authorized by the Board. • The corrective deed does not approve a new sale; it corrects the legal description in the previously recorded deed so that it accurately reflects the property approved for conveyance in the original Board-approved transaction.
If the School Board votes "No"	• The legal description contained in the recorded deed will continue to omit a parcel that was included in the original sale agreement and intended to be conveyed as part of the transaction, resulting in an incomplete conveyance relative to the Board-approved contract.
Alignment to the 2027 Strategic Goals and Guardrails	• Business Operations
Measurable Outcome(s)/Return on Investment	• Execution of the corrective deed will align the recorded deed with the legal description

	approved in the original Agreement of Sale and Purchase, ensuring accurate public records and completion of the conveyance authorized by the School Board. No additional property is being conveyed beyond that contemplated in the original transaction.

Background/History

On September 14, 2021, the School Board approved the sale of the Rock Island Annex property, as more particularly described in the Agreement of Sale and Purchase, including the parcel identified as Parcel 4, to Urban League of Broward County, Incorporated for $5,360,000. The transaction closed on November 5, 2024, and a Special Warranty Deed was recorded.

Following the closing, it was determined that a parcel commonly referred to as "Parcel 4," which was included in the legal description attached to the Board-approved Agreement of Sale and Purchase, was inadvertently omitted from the legal description contained in the recorded deed. The omission resulted from a drafting error in the legal description **prepared by the purchaser's surveyor** and subsequently incorporated into the deed recorded at closing. This was not the result of a change in the transaction, a negotiated exclusion, or a decision by SBBC.

The proposed Corrective Special Warranty Deed restores the omitted parcel and conforms the recorded deed to the legal description previously approved by the School Board. The corrective deed does not convey any additional property beyond that contemplated in the original transaction, does not alter the purchase price, and preserves all restrictive covenants, remedies, and permitted exceptions contained in the original conveyance documents. Accordingly, execution of the corrective deed will complete the conveyance previously authorized by the School Board and ensure the accuracy of the public record.

Although the corrective deed is intended solely to conform the recorded conveyance to the transaction previously approved by the School Board, the Administration is presenting the corrective instrument to the Board for approval prior to execution.

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
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.
accordance with District purchasing requirements.

Agreement Term:	N/A (Corrective Instrument)
Multi-Year Agreement:	No
Procurement Method:	**Piggyback Agreement** (Yes/No): No **Acquisition Method**: Corrective Special Warranty Deed associated with previously approved real estate sale.

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:

No financial impact to the District. The purchase price was paid at the original closing, no additional consideration is being paid or received, no new budget authority is required, and the corrective deed does not alter the purchase price or any other material term of the original transaction.

New / Current Requested Agreement Authority

Agreement Authority Terms	Length of Agreement Terms	Total Agreement Amount
Execution of Corrective Special Warranty Deed	**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	Not Applicable
School Selection /Prioritization	Not Applicable
Community/ Stakeholder Engagement	Facility Planning and Real Estate, the Office of the General Counsel, Cadre Real Estate Counsel, and representatives of Urban League of Broward County, Incorporated collaborated to review the omission and prepare the corrective instrument necessary to accurately reflect the property conveyed in the Board-approved transaction.
End-User Input	Not Applicable
Technology/Capital Expected Lifecycle/Replacement Cycle	Not Applicable

Additional Backup:

Corrective Special Warranty Deed
Memo from Cadre Attorney
Executed Agreement of Sale and Purchase

Prepared by:
Marianna Seiler DeJager, Esquire
Tripp Scott, P.A.
110 SE 6th Street, 15th Floor
Fort Lauderdale, FL 33301

CORRECTIVE SPECIAL WARRANTY DEED

THIS INDENTURE, made this 13th day of October, 2026, **BETWEEN THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA,** a body corporate and political subdivision of the State of Florida, **F/K/A BOARD OF PUBLIC INSTRUCTION OF BROWARD COUNTY, FLORIDA**, a Florida corporation, whose post office address is: **600 S.E. Third Avenue, Fort Lauderdale, FL 33301**, of the County of Broward and State of Florida, Grantor*, and **URBAN LEAGUE OF BROWARD COUNTY, INCORPORATED**, a Florida not for profit corporation, whose post office address is: **560 NW 27th Ave, Fort Lauderdale, FL 33311**, of the County of Broward and State of Florida, Grantee*,

WITNESSETH, that said Grantor, for and in consideration of the sum of TEN and 00/100 ($10.00) DOLLARS, and other good and valuable consideration to said Grantor in hand paid by said Grantee, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the said Grantee, and Grantee's heirs and assigns forever, the following described land, situate, lying and being in Broward County, Florida, to-wit:

Legal Description attached hereto as Exhibit "A"
Tax Folio No. 494229-00-0150

This Corrective Warranty Deed is being recorded to correct an error in the legal description of the Warranty Deed recorded November 5, 2024, in Official Records Instrument No. 119886893 of the Public Records of Broward County, Florida. THIS INSTRUMENT IS INTENDED TO SATISFY THE INTENT OF THE ORIGINAL DEED TO CONVEY AN ERRONEOUSLY OMMITTED PARCEL AS PART OF THE TRANSACTION.

SUBJECT TO land use designations, zoning restrictions, prohibitions and other requirements imposed by governmental authority none of which are hereby reimposed; the Permitted Encumbrances attached hereto as Exhibit "B"; and taxes for the year of closing and subsequent years.

Grantee, for itself and its heirs, successors and assigns, covenants and agrees that the Property shall never be used to enroll any students in classes earning credit towards graduation for Kindergarten through Grade 12.

In the event that the Grantee, its heirs, successors and assigns, violates the afore covenant, Grantor shall have all remedies available at law or equity, including but not limited to the right to injunctive relief.

and said Grantor will only warrant and forever defend the right and title to the above described property unto said Grantee against the claims of those persons claiming by, through or under Grantor, but not otherwise.

Grantor does not reserve any interest in phosphate, minerals, metals, or petroleum.

*"Grantor" and "Grantee" are used for singular or plural, as the context requires.

(Signature pages to follow)

IN WITNESS WHEREOF, Grantor has hereunto set Grantor's hand and seal the day and year first above written.

Signed, sealed, and delivered in our presence:

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA, a body corporate and political subdivision of the State of Florida, **F/K/A BOARD OF PUBLIC INSTRUCTION OF BROWARD COUNTY, FLORIDA,** a Florida corporation

By: _____
Name: Sarah Leonardi
Title: Chairperson

_____
1st Witness Signature

_____
1st Witness Printed Name
Address: _____
_____

_____
2nd Witness Signature

_____
2nd Witness Printed Name
Address: _____
_____

ATTEST:

_____
Name: Dr. Howard Hepburn
Title: Superintendent of Schools

Approved as to form and legal content:

_____
Name: Thomas C. Cooney
Title: School Board Attorney

_____
Joseph M. Balocco, Jr., Cadre Real Estate Counsel

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 2026, by Sarah Leonardi, in her capacity as Chairperson of The School Board of Broward County, Florida, a body corporate and political subdivision of the State of Florida, f/k/a Board of Public Instruction of Broward County, Florida, a Florida corporation, who is personally known to me or has produced _____ as identification.

[Notary Seal]

_____
Notary Public

_____
Name typed, printed or stamped
My Commission Expires: _____

EXHIBIT "A"
LEGAL DESCRIPTION

The West half (W ½) of the West half (W ½) of the South half (S ½), of Southeast quarter (SE ¼) of the Northeast quarter (NE ¼) of Section 29, Township 49 South, Range 42 East, Less and Except the West two hundred thirty feet (W. 230') of the South four hundred eight-five feet (S. 485') thereof;

AND

The East half (E ½) of the West half (W ½) of South half (S ½) of Southeast Quarter (SE ¼) of Northeast Quarter (NE ¼) of Section 29, Township 49 South, Range 42 East, said lands lying and being in Broward County, Florida.

AND

That portion of the Southeast 1/4 of the Southeast 1/4 of the Northeast 1/4 of Section 29, Township 49 South, Range 42 East, described as follows:

Beginning at the Southwest corner of said Southeast 1/4 of the Southeast 1/4 of the Northeast 1/4 thence North along the West boundary of said Southeast 1/4 of the Southeast 1/4 if the Northeast 1/4 a distance of 654.33 feet to the North boundary of said Southeast 1/4 of the Southeast 1/4 of the Northeast 1/4; thence East along the said North boundary a distance of 132.62 feet; thence South a distance of 654.17 feet to the South boundary of said Southeast 1/4 of the Southeast 1/4 of the Northeast 1/4; thence West along said South boundary a distance of 132.78 feet, to the Point of Beginning; LESS the South 25 feet of the above described parcel which has been dedicated as a public road; said lands situate, lying and being in Broward County, Florida.

AND

Lot 16 in Block "A", of an unrecorded plat of ZILADEN PROPERTIES, more particularly described as follows:

Beginning at the Southwest corner of N 1/2 of SE 1/4 of NE 1/4, Section 29, Township 49 South, Range 42 East, thence easterly along and parallel to the South line of N 1/2 of SE 1/4 of NE 1/4 a distance of 275.30 feet to the point of beginning; thence Northerly 139.10 feet to a point; thence Easterly 75.0 feet to a point; thence Southerly 139.05 feet to a point; thence Westerly 75.0 feet to the point of beginning; said lands situate, lying and being in Broward County, Florida.

EXHIBIT "B"
PERMITTED EXCEPTIONS

1. Taxes and assessments for the year 2024 and subsequent years, which are not yet due and payable.

2. 25' Right-of-way set forth and reserved in Deed filed March 2, 1964, recorded in Official Records Book 2763, Page 695, of the Public Records of Broward County, Florida.

3. Easement granted to the Public for road and right-of-way purposes set forth in Easement Deed filed August 24, 1955, recorded in Official Records Book 440, Page 371, of the Public Records of Broward County, Florida. (Lot 16, Parcel 2)

4. Existing unrecorded lease between The School Board of Broward, Florida, a body corporate and political subdivision of the State of Florida, and Urban League of Broward County, Incorporated, a Florida not for profit corporation.

5. Survey by Jerald A. McLaughlin, for McLaughlin Engineering Company, dated January 11, 2022, Job Order No. V-6573, discloses the following matters:

   a) Concrete walkway runs along the west line of Parcel 1 and extends over the Southeast line into right of way for N.W. 26th Street

   b) Sanitary manholes, Clean outs, Hand holes, and Irrigation control valves, run throughout property

   c) Asphalt Driveways run over the Southeast and Southwest portions of Parcel 1 into right of way for N.W. 26th Street

LAW OFFICES

BALOCCO & ABRIL, PLLC

4332 East Tradewinds Avenue
Lauderdale By-The-Sea, FL 33308
Telephone: (954) 530-4731
Facsimile: (954) 281-5656

JOSEPH M. BALOCCO, JR.
E-mail: jbaloccojr@baloccolaw.com

JAMES B. ABRIL
E-mail: jabril@abrillaw.net

MEMORANDUM

TO:	Thomas C. Cooney, Esq., School Board Attorney Assistant General Counsel, Office of the General Counsel The School Board of Broward County, Florida
VIA:	E-Mail — thomas.cooney@browardschools.com
FROM:	Joseph M. Balocco, Jr., Esq., Cadre Real Estate Counsel
DATE:	September 9, 2026
RE:	Request for Execution of Corrective Special Warranty Deed — Rock Island Annex, 2310 N.W. 26th Street, Oakland Park, Florida (Tax Folio No. 494229-00-0150); Sale to Urban League of Broward County, Incorporated

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I. Purpose

The Urban League of Broward County, Incorporated (the "Urban League" or "Purchaser") has requested that The School Board of Broward County, Florida ("SBBC") execute the attached Corrective Special Warranty Deed. The purpose of the corrective instrument is to convey a parcel that was inadvertently omitted from the legal description of the Special Warranty Deed recorded at closing. I have reviewed the matter and, for the reasons set forth below, I believe the corrective deed is appropriate and recommend that it be executed.

II. Background

By Agreement of Sale and Purchase made as of September 14, 2021 (the "Contract"), SBBC agreed to sell, and the Urban League agreed to purchase, the approximately 9.57-acre property commonly known as the Rock Island Annex for a purchase price of $5,360,000.00. The land conveyed is legally described in Exhibit "A" to the Contract. The transaction closed and the Special Warranty Deed was recorded on November 5, 2024, in Official Records Instrument No. 119886893 of the Public Records of Broward County, Florida.

Consistent with Paragraph 5(b) of the Contract, the survey for the transaction was obtained by the Purchaser and at the Purchaser's cost. The Purchaser's surveyor, McLaughlin Engineering Company, prepared the ALTA/NSPS Land Title Survey dated January 11, 2022 (Job Order No. V-6573), and the legal description used to prepare the deed at closing was taken from that survey.

III. The Omission

The legal description prepared by the Purchaser's surveyor, and carried into the recorded deed, describes only three of the four components of the property. It omits the parcel identified as "Parcel 4" on the attached Sketch and Description prepared by Control Point Associates, FL, LLC (Job Order No. 15-230071-01), which is more particularly described as:

> *That portion of the Southeast 1/4 of the Southeast 1/4 of the Northeast 1/4 of Section 29, Township 49 South, Range 42 East, beginning at the Southwest corner of said Southeast 1/4 of the Southeast 1/4 of the Northeast 1/4; thence North along the West boundary a distance of 654.33 feet to the North boundary thereof; thence East along said North boundary a distance of 132.62 feet; thence South a distance of 654.17 feet to the South boundary thereof; thence West along said South boundary a distance of 132.78 feet to the Point of Beginning; LESS the South 25 feet dedicated as a public road.*

Parcel 4 is the north-south strip lying along the east side of the balance of the Rock Island Annex site, measuring approximately 132.5 feet in width by approximately 628.9 feet in depth (approximately 1.9 acres) after the dedicated South 25 feet for N.W. 26th Street.

This parcel is expressly included in the legal description attached as Exhibit "A" to the Contract. The omission was therefore not a change in the deal, a negotiated exclusion, or a decision made by SBBC; it was a drafting error originating with the Purchaser's surveyor in preparing the legal description from which the closing deed was drawn. The recorded deed consequently conveys less than the property SBBC contracted and was paid to convey.

IV. The Corrective Deed

The attached Corrective Special Warranty Deed has been prepared by counsel for the Urban League (Tripp Scott, P.A.). It recites on its face that it is being recorded to correct an error in the legal description of the deed recorded November 5, 2024, and that it is intended to satisfy the intent of the original deed by conveying the erroneously omitted parcel as part of the same transaction.

I have compared the corrective deed against the Contract and the recorded instrument. The Exhibit "A" legal description attached to the corrective deed matches the Contract legal description, with Parcel 4 restored. The corrective deed likewise preserves the terms SBBC bargained for, including the restrictive covenant that the property shall never be used to enroll students in classes earning credit toward graduation for Kindergarten through Grade 12, together with SBBC's remedies at law and in equity for breach of that covenant, and it is made subject to the Permitted Exceptions

set forth in Exhibit "B" thereto. The corrective deed conveys no property beyond that already described in the Contract, and it grants no additional rights and imposes no additional obligations on SBBC.

For that reason, I am satisfied that the instrument is appropriate in both purpose and form, and I recommend that SBBC execute it.

V. Further Approvals

In my view, execution of the corrective instrument should not require any further approvals. The Board approved the sale of the property as described in the Contract legal description, which included Parcel 4. The corrective deed does no more than complete the conveyance the Board already authorized and for which SBBC has already been paid; it does not convey additional land, alter the purchase price, or modify any other term of the Contract.

VI. Recommendation

That SBBC execute the attached Corrective Special Warranty Deed and return it to counsel for the Urban League for recording. Please let me know if you would like to discuss the matter or if the Office of the General Counsel would prefer that the request be presented to the Board notwithstanding the foregoing.

Attachments

1. Corrective Special Warranty Deed (execution version).
2. Sketch and Description of Parcel 4 — Control Point Associates, FL, LLC, Job Order No. 15-230071-01.
3. ALTA/NSPS Land Title Survey — McLaughlin Engineering Company, dated January 11, 2022.
4. Executed Agreement of Sale and Purchase between SBBC and Urban League of Broward County, Incorporated, dated September 14, 2021.

AGREEMENT OF SALE AND PURCHASE

THIS **AGREEMENT OF SALE AND PURCHASE** ("Agreement") made as of the 14th day of September, 2021, by and between **THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA,** a body corporate and political subdivision of the State of Florida ("Seller") and the **URBAN LEAGUE OF BROWARD COUNTY, INCORPORATED,** a Florida not-for-profit corporation ("Purchaser") (collectively hereinunder, the "Parties"), with the joinder and consent of **BALOCCO & ABRIL, PLLC**, a Florida professional limited liability company (hereinafter referred to as "Escrow Agent").

W I T N E S S E T H:

WHEREAS, Seller is the owner and holder of the fee simple title to that certain parcel of real property lying, being and situate in Broward County, Florida, legally described on **Exhibit "A"** attached hereto and made a part hereof, together with all easements, rights-of-way, privileges, appurtenances, and removable structures and rights to same, belonging to and inuring to the benefit of said real property; all strips and gores, if any; all right title and interest, if any, of Seller in and to any land lying in the bed of any street, road, avenue, open or proposed, in front of or adjoining said real property to the center line thereof, and all right, title and interest of Seller in and to any awards made or to be made in lieu thereof, and in and to any unpaid awards for damage to said real property by reason of change of grade of any street ("Land"); and

WHEREAS, the Land, together with all of the rights and appurtenances appertaining thereto, are hereinafter collectively referred to as the "Property"; and

WHEREAS, Purchaser desires to purchase the Property from Seller and Seller desires to sell the Property to Purchaser, all for the price and pursuant to the terms and conditions hereinafter set forth;

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, the Parties hereto, each intending to be legally bound, do hereby agree as follows:

1. **Recitation**. The recitations set forth in the preamble of this Agreement are true and correct and are incorporated herein by this reference.

2. **Sale of Property**. Seller shall sell, transfer, assign and convey to Purchaser at the Closing, as hereinafter defined, the Property, and Purchaser shall accept such conveyance, subject to the conditions hereof and upon the representations and warranties herein made.

3. **Purchase Price**.

3.1. The Purchase Price to be paid by Purchaser to Seller for the Property ("Purchase Price") shall be Five Million Three Hundred Sixty Thousand and 00/100 ($5,360,000.00) Dollars.

3.2. The Purchase Price shall be paid as follows:

(a) Purchaser shall pay and deliver an earnest money deposit in the amount of Five Hundred, Thirty-six Thousand, and 00/100) ($536,000.00) DOLLARS ("Deposit") in immediately available U.S. Funds to Escrow Agent payable as follows: $100,000.00 within ten (10) days of the Effective Date of this Agreement, $100,000.00 every month thereafter for four (4) months, then $36,000.00 paid the month thereafter, to be held in accordance with the terms of this Agreement. This Agreement is subject to the formal approval by The School Board of Broward County, Florida (the "Board") in a meeting to be held on or before September 14, 2021. In the event the Board shall fail to timely approve this Agreement, the Deposit shall be forthwith returned to the Purchaser. In the event Purchaser notifies the Seller of its intent to proceed, pursuant to the terms of Paragraph 8 of this Agreement, on or prior to the end of the "Inspection Completion Date" (as hereinafter defined), the Deposit shall be addressed solely by Section 18, except in the event of an uncured Seller default, and provided that the closing conditions referenced in Paragraph 15 hereof have been satisfied and/or waived.

(b) In the event Purchaser notifies the Seller of its intent to proceed, pursuant to the terms of this Agreement on or prior to the "Inspection Completion Date" (as hereinafter defined), then and in that event, Purchaser shall deliver to Escrow Agent on the Inspection Completion Date an additional earnest money deposit in the amount of Zero and no/100 ($-0-) Dollars ("Additional Deposit"), which Additional Deposit shall be held in escrow by Escrow Agent in accordance with the terms of this Agreement. The Initial Deposit together with the Additional Deposit, if any, paid or to be paid shall collectively hereinafter be referred to as "Deposit".

(c) At Closing, Purchaser shall pay to the Seller the balance of the Purchase Price, of which the Deposit shall be a part thereof, payable in cash, by wire transfer, subject to prorations, adjustments and credits as hereinafter set forth.

4. **Permitted Encumbrances.** At Closing, Seller shall deliver the Land by a Special Warranty Deed conveying good, marketable and insurable title to the Property, free and clear of all liens, claims, easements, limitations, restrictions or encumbrances whatsoever, except for the following "Permitted Encumbrances", to wit:

(a) Ad valorem real estate taxes for the year of Closing and subsequent years not yet due and payable; and

(b) Zoning restrictions and prohibitions imposed by governmental and/or quasi-governmental authority; and

(c) Those matters approved by Purchaser during the Title Review Period.

5. **Title**.

(a) Within ten (10) days after the Effective Date, Seller shall provide Purchaser with any and all relevant information relating to the Property which is in Seller's possession or control, including but not limited to copies of all Existing Leases (as hereinafter defined), all title policies, surveys, topographical maps, soil borings reports, traffic studies, agreements, environmental reports, site planning concepts, permits, contracts, project approvals, property tax bills, regulations and or other governmental or quasi-governmental matters affecting the Property

and in the actual possession of Seller (the forgoing documents and information contained therein is hereafter "Seller Documents"). All Seller Documents provided by Seller to Purchaser or obtained by Purchaser relating to the Property in the course of its evaluation and review, including, without limitation, any environmental assessment or audit, shall be treated as confidential information by Purchaser and Purchaser shall instruct all of its employees, agents, representatives and contractors as to the confidentiality of such information and require that all such parties keep such Seller Documents confidential. Purchaser will not, except with the express prior written consent of Seller, directly or indirectly, (i) disclose or permit the disclosure of any Seller Documents to any person or entity, except to Purchaser's counsel, accountants, employees, representatives and prospective lenders and financial partners who have a need to review the information to assist Purchaser in evaluating the contemplated purchase of the Property provided same agrees to keep such Seller Documents confidential, or (ii) use or permit the use of any Seller Documents pertaining to the Property (y) in any way detrimental to the Seller, or (z) for any purpose other than evaluating the contemplated purchase of the Property. Neither Seller nor any of its officers, directors, employees, agents or representatives shall be deemed to make or have made any representation or warranty (express or implied) as to the accuracy or completeness of any Seller Documents made available by Seller and neither Seller nor any of its officers, directors, employees, representatives or agents shall have any liability resulting from Purchaser's evaluation or use of any Seller Documents pertaining to the Property. Upon any termination of this Agreement, Purchaser will promptly return to Seller, or destroy at Seller's request, all Seller Documents pertaining to the Property received from Seller, including all copies or extracts thereof, and additionally shall deliver copies to Seller, as an accommodation only and without any representation or warranty whatsoever, of any Survey and all third party reports, studies and audits obtained by Purchaser independently of Seller as part of Purchaser's investigation with respect to the Property (collectively, the "Due Diligence Materials"). This paragraph shall survive the termination of this Agreement

(b) Within thirty (30) days from the Effective Date as hereinafter defined, Seller shall deliver, at Purchaser's cost, an ALTA Form B title insurance commitment ("Commitment") with respect to the Land in the amount of the Purchase Price prepared by Chicago Title Insurance Company ("Title Company") issued by Escrow Agent, together with legible hard copies of all exceptions contained in the Commitment. Further, Purchaser may obtain, at Purchaser's cost, within thirty (30) days from the Effective Date, an up-to-date survey (with appropriate monuments) on the ground ("Survey") prepared in accordance with the Minimum Technical Standards set forth in rules adopted by the Florida Board of Land Surveyors pursuant to Florida Statutes 472.027 and certified to Purchaser, Seller, Escrow Agent and the Title Company under seal by surveyor licensed by the State of Florida acceptable to Purchaser showing the legal description of the Land and calculation of the acreage of the Land and shall overlay all easements, (temporary or permanent), rights-of-way, improvements, fences, utilities, poles, water areas and all other matters affecting title to the Land as of the effective date of the Commitment. If the Survey shows any encroachments affecting the Land, the same shall be deemed to be a title defect. Purchaser shall have ten (10) business days from receipt of the Commitment (and the Survey if, as and only to the extent timely obtained by Purchaser) (collectively referred to as "Title Evidence") in which to examine same ("Title Review Period"). In the event that Purchaser is not satisfied with the status of title with respect to the Land for any reason (including an objection as to any of the Permitted Encumbrances), Purchaser shall have the right to terminate this Agreement upon delivery of written notice to Seller prior to the end of the Title Review Period, whereupon Escrow Agent shall return to Purchaser the Deposit and the Parties shall be released of all further

obligations each to the other under this Agreement, except to the extent of the indemnities and obligations stated to survive such termination ("Surviving Obligations"). Additionally, if Purchaser does not elect to terminate this Agreement as provided in the preceding sentence and if title is found to be subject to any matters other than the Permitted Encumbrances, Purchaser shall within said Title Review Period, notify Seller in writing specifying the defects. Seller shall have sixty (60) days from receipt of such notice to exercise its reasonable efforts to cure the defect and if after said sixty (60) day period Seller shall not have cured such defect, and Purchaser does not waive such defect, then the Deposit shall be refunded to Purchaser and this Agreement shall be terminated except for the Surviving Obligations. Seller shall not be obligated to file suit to cure title.

6. **Representations and Warranties**. As a material inducement to Purchaser to execute this Agreement and to close the transaction contemplated hereby and to pay the Purchase Price therefor, Seller covenants, represents and warrants to Purchaser as follows, to wit:

(a) Subject to the Board's approval, the Seller has the full right, power and authority to own, operate and convey the Property, and does not need any further consents, joinders or other authorization from any governmental or private entity, corporation, partnership, firm, individual or other entity to execute, deliver and perform its obligations under this Agreement, and to consummate the transactions contemplated hereby.

(b) At Closing, no work shall have been performed or be in progress and no materials or services shall be furnished with respect to the Property or any portion thereof which could give rise to any mechanic's, materialmen or other liens. At Closing, Seller shall furnish to Purchaser an affidavit in form and substance acceptable to Title Company attesting to the absence of any such liens or potential liens (if there are no such liens) required by the Title Company to delete the mechanic's lien standard preprinted exception.

(c) Seller is not a party to, and the Property is not affected by any service, maintenance, property management or any other contracts or other agreements of any kind ("Service Contracts").

(d) Seller is neither a "foreign person" nor a "foreign corporation" (as those terms are defined in Section 7701 of the Internal Revenue Code of 1986, as amended).

(e) Seller shall have the right to remain in occupancy of the Property, to operate the Seller's related administrative departmental responsibilities and school programs, pursuant to a Lease Agreement attached hereto as **Exhibit "B"**.

(f) There are no agreements to lease the Property or any part thereof that are binding on Seller (i) as of the Effective Date except for the leases described on the certified rent roll attached hereto as **Schedule 1** (collectively, the "Existing Leases") and attached thereto. All copies of the Existing Leases attached as **Schedule 1** are true, correct and complete copies of the Existing Leases, as the case may be, and all such information therein, including the existence and terms of Leases shall be deemed and treated as confidential information.

7. **Covenants of Seller**. As a material inducement to Purchaser entering into this Agreement, Seller hereby covenants unto Purchaser the following, to wit:

(a) Within five (5) days from the Effective Date, Seller will furnish or cause to be furnished to Purchaser any documents and other information requested by Purchaser with respect to the Property which Seller has in its possession;

(b) If Seller receives any actual notice of the commencement of any legal action or notice from any governmental authority affecting the Property, or the transaction contemplated by this Agreement, Seller agrees to immediately provide written notice of same to Purchaser. Seller shall not seek any change in the existing governmental approvals for the Property without the prior written consent of Purchaser in each instance and as otherwise required hereunder. In the event of any legal action or violation of governmental or quasi-governmental authority which will affect the Property and Seller shall fail to cure such matter giving rise to such legal action or violation within one hundred thirty (130) days from date of notice to Purchaser thereof (whereupon the Closing shall be extended for up to one hundred thirty (130) days without the payment of any extension fees to permit Seller's cure thereof, if applicable), Purchaser shall have the right to terminate this Agreement upon written notice to Seller, whereupon the Deposit shall be immediately returned to Purchaser, and the Parties shall be released of all further obligations each to the other hereunder, provided however, Purchaser shall not be released with respect to its indemnities and obligations that expressly survive termination of this Agreement.

8. **Inspections**.

(a) The Parties hereto acknowledge that Purchaser, as of the date of the execution of this Agreement, has not yet had an opportunity to review, examine, evaluate or otherwise satisfy itself with respect to the financial or economic viability of the transaction contemplated hereby, the soil condition, environmental condition, or other aspects of the Property. In that regard, Purchaser shall have a period ("Inspection Period") which shall be one hundred twenty (120) days following the Effective Date in which to conduct such inspections and otherwise examine same. If, prior to 5:00 p.m. e.s.t. on a date ("Inspection Completion Date") which is the end of the Inspection Period, Purchaser determines that the Property is not acceptable in Purchaser's sole and absolute discretion, Purchaser shall give written notice to Seller electing to terminate this Agreement. In the event said notice is not delivered prior to 5:00 p.m. e.s.t. on the Inspection Completion Date, it shall be deemed that Purchaser has elected to proceed in accordance with the terms of this Agreement. Should Purchaser timely elect to terminate this Agreement the Escrow Agent is hereby authorized and directed to return the Deposit to Purchaser and the Parties shall be relieved of all further obligations each to the other; provided however, Purchaser shall not be released with respect to obligations and indemnities that expressly survive termination of this Agreement. Purchaser hereby indemnifies and holds Seller forever harmless from and against tort liability, or other legal liability exposures imposed by law suffered or incurred by Seller on account of the negligent acts or omissions of Purchaser, its officers, agents, or employees while acting in the course and scope of his or her employment or function with respect to the inspections, testing of soil conditions, evaluation of environmental conditions, or examination of other aspects of the Property (including, without limitation, reasonable attorney's fees, paralegal's fees and court costs through all trial and appellate levels incurred by Seller through the defense thereof). Nothing herein is intended to serve as a waiver of sovereign immunity, or increases the limits of its liability, for the Seller or Purchaser to which sovereign immunity may be applicable, or nothing herein shall be construed as consent by Purchaser to be sued by third parties in any matter arising out of this Agreement. At any time during the Inspection Period, Purchaser shall have the one time right to

elect to extend the Inspection Completion Date by paying a Fifteen Thousand and 00/100 ($15,000.00) Dollar nonrefundable extension fee (the "Extension Fee") and, upon such election, the Inspection Period shall be extended for ninety (90) days. Such extension fee shall not be credited to the Purchase Price. Notwithstanding anything contained herein to the contrary, in the event the Purchaser utilizes a consultant to perform any inspections, testing of soil conditions, evaluation of environmental conditions, or examination of other aspects of the property, the Purchaser agrees to require its consultant, to the fullest extent by law, to indemnify and hold-harmless the Seller, its agents, officers, or employees from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees to the extent caused by the negligence, error or omission, recklessness, or intentional wrongful conduct of the consultant or persons employed or utilized by the consultant in performance of this Agreement. This indemnification shall survive the term of this Agreement.

(b) Purchaser, its agents, employees and representatives, shall have access to the Property at all reasonable times subsequent to the Effective Date and prior to the Closing or earlier termination of this Agreement, upon reasonable prior notice to the Seller, with full right to perform the inspections (provided the inspections are non-intrusive, and as otherwise approved by Seller, which approval shall not be unreasonably withheld or delayed). Upon completion of any inspections, Purchaser shall restore any damage to the Property caused, directly or indirectly, by Purchaser's inspections to the condition existing immediately prior to such inspections of the Property. Purchaser shall, at Purchaser's expense, promptly cause: (i) all borings made by or on behalf of Purchaser to be plugged or capped in a safe manner in accordance with applicable law; (ii) all property, if any, damaged or destroyed by Purchaser, its employees, agents and independent contractors to be repaired, restored and replaced; and (iii) all debris, if any, and all underbrush cut or uprooted, if any, resulting from or in connection with the inspections to be removed from the Land, provided, however, in no event shall such inspections disturb environmentally sensitive lands nor shall Purchaser cut or uproot, or permit or cause any of Purchaser's employees, agents or independent contractors to cut or uproot, any living trees or disturb any wetlands situated on the Land.

(c) All inspections of the Property by Purchaser and all costs and expenses in connection with Purchaser's inspections of the Property shall be at the sole cost of Purchaser, and shall be performed free and clear of all liens, claims and encumbrances and in a manner not to unreasonably interfere with the Seller's ownership, operation and maintenance of the Property. Purchaser shall not permit any liens to be placed against the Property, or any portion thereof, as a result of any actions taken or inactions or omissions by, through or under Purchaser and shall promptly remove any such liens so filed by payment or bonding of same in the manner required by Florida law so that such liens, claims or encumbrances no longer constitute same on any portion of the Property.

(d) Notwithstanding anything contained herein to the contrary, prior to Purchaser's performing any inspections upon the Property, Purchaser shall furnish Seller with a certificate of insurance evidencing that Purchaser has in effect a general liability policy (from an insurance company licensed by the State of Florida and reasonably acceptable to the Seller), with limits of not less than One Million and 00/100 ($1,000,000.00) Dollars combined single limit for bodily injury and property damage liability in any one occurrence naming Seller as an additional insured.

(e) Notwithstanding anything contained herein to the contrary, in the event the Purchaser utilizes a consultant to perform any inspections, testing of soil conditions, evaluation of environmental conditions, or examination of other aspects of the property, the Purchaser agrees to require its consultant to maintain 1) Commercial General Liability at a limit of liability not less than $1,000,000 Each Occurrence / $1,000,000 General Aggregate with Seller endorsed as an Additional Insured, 2) Worker's Compensation Insurance & Employers Liability in accordance with Florida Statutes § 440, and 3) Professional Liability at a limit of liability not less than $1,000,000 per Occurrence / $2,000,000 annual aggregate. Purchaser agrees to require its consultant to provide Seller a Certificate of Insurance to the address in Section 21 Notices.

The provisions of this Paragraph 8 shall prevail over any other section or paragraph of this Agreement in the event of any conflict or ambiguity and shall survive the Closing.

9. **The Closing**. The closing of title hereunder ("Closing") shall take place at the offices of Escrow Agent, 4332 E. Tradewinds Avenue, Lauderdale By-The-Sea, FL 33308 ("Closing Location") commencing at such time as may be mutually agreed to by the Parties on the date that is on or before Thirty (30) days from the expiration of the Entitlement Approval Period.

10. **Prorations and Adjustments**. Special assessment liens which have been certified and physically commenced (certified liens) as of the Closing shall be paid in full by Seller (and discharged such that the Property is free of same) at the Closing. Special assessment liens which have been authorized, but where the work has not been commenced and are pending (pending liens) as of the Closing shall be assumed by Purchaser.

Seller represents that it is a tax-exempt entity. The Parties agree to comply with the provisions of Florida Statute 196.295 with respect to payment of real property taxes.

The provisions of this Paragraph 10 shall survive the Closing.

11. **Brokerage**. The Parties hereto each represent to the other that there are no brokers instrumental in the negotiation and/or consummation of this transaction. **The Seller shall not be obligated for the payment of any brokerage commission whatsoever in connection with this Agreement.** The Parties hereby indemnify and hold each other harmless from and against any cost, fees, damages, claims and liabilities, including, but not limited to, reasonable attorney's and paralegal's fees arising out of any claim or demand or threats of claim made by any broker or salesmen claiming by reason of its relationship with the offending party or its representatives, employees or agents, whether incurred by settlement and whether or not litigation results in all trial, arbitration and appellate levels. The provisions of this Paragraph shall survive Closing or earlier termination of this Agreement.

12. **Closing Costs**. The costs of recording any corrective instruments shall be paid by Seller. The cost of recording the Special Warranty Deed as well as all documentary stamps owed in connection therewith and the cost of the Title Evidence and the title insurance premium due with respect to the Title Policy to be issued from the Commitment shall be paid by Purchaser.

Except in the event of a default hereunder, the Parties shall each bear their own respective attorney's fees.

13. **Documents to be Delivered**.

(a) At the Closing, simultaneously with the payment of the Purchase Price by Purchaser to Seller, Seller shall deliver or cause to be delivered to Escrow Agent on behalf of Purchaser the following, to wit:

(i) The Special Warranty Deed, a copy of which is attached hereto as **Exhibit "C"**, conveying the fee simple title to the Property to Purchaser, subject only to the Permitted Encumbrances.

(ii) A standard No-Lien, Parties in Possession and FIRPTA Affidavit executed by Seller which shall be in recordable form and otherwise satisfactory to the Title Company in order to delete the standard printed exceptions relating to mechanic's liens and parties-in-possession.

(iii) An affidavit requested by the Title Company as may be necessary to insure the gap between the effective date of the Commitment to and through the date of the recordation of the deed.

(b) Purchaser shall deliver to Escrow Agent on behalf of the Seller the Purchase Price adjusted for all appropriate prorated items, credits and adjustments, of which the Deposit shall constitute a part thereof.

(c) At Closing, the Parties shall mutually execute and deliver to each other a Closing Statement in customary form.

14. **Assignment**. Purchaser shall not assign this Agreement without first obtaining the prior written consent of Seller, which consent may be granted or withheld in the Seller's sole and absolute discretion.

15. **Closing Conditions**. Purchaser's obligation to close hereunder is conditioned on the following:

(a) There has been no adverse change in the condition of title from the Effective Date of the Title Commitment which would render Seller's title unmarketable.

(b) There has been no environmental event since the expiration of the Inspection Period which would adversely affect the Property.

(c) At the time of Closing, there is no moratorium, or threat thereof, on building, platting, water and sewer, or other moratoria prohibiting or delaying Purchaser's ownership, development, or operation of the Property, including, without limitation, a moratorium on the issuance of building permits or certificates of occupancy.

(d) Seller's representations and warranties contained in this Agreement shall be true and correct in all material respects. Notwithstanding that certain of Seller's representations and warranties may be limited to the extent of Seller's knowledge of the facts stated therein (or such similar qualifier), this closing precedent in this Section 15(d) shall not be so limited, and the

satisfaction of such condition shall depend on the actual correctness as of the time of Closing of the facts stated in all such representations and warranties.
In the event that the Inspection Completion Date has passed and Purchaser is ready, willing, able, to close, but the conditions set forth in this Section 15 have not been completed, then Purchaser shall have the right, at its sole option, to (a) terminate this Agreement, whereupon the Deposit and any extension fees shall be promptly returned to Purchaser and neither party shall have any further rights or obligations hereunder, except for those matters which expressly survive termination of this Agreement, (b) waive the condition and proceed to Closing, (c) extend the Closing Date for such period of time as Purchaser, in its sole discretion, may determine, provided that the total extension period does not exceed 180 days. If Purchaser extends the Closing Date and the condition has not been satisfied prior to such extended date, Purchaser shall, in Purchaser's sole discretion, either terminate this Agreement, or waive the condition and proceed to Closing. In addition to the foregoing, to the extent that the failure of any condition is caused or delayed by Seller's default, Purchaser shall be entitled to pursue its rights and remedies in accordance with Section 16.2.

16. **Default**.

16.1. In the event that Seller has complied with all terms and provisions required to be complied with by Seller hereunder and Seller is ready, willing and able to close but for the default of Purchaser and such default is not cured within ten (10) days after written notice by Seller to Purchaser specifying such default and the action deemed necessary to cure such default, then and upon the occurrence of all of the foregoing events, Escrow Agent shall deliver the Deposit to Seller as full and agreed upon liquidated damages in full settlement of any and all claims against Purchaser for damages or otherwise whereupon, this Agreement shall be null, void and of no further force and effect and neither party shall have any further liability or obligation to the other hereunder.

16.2. If: (i) Seller shall have failed to comply with any material obligations of Seller in this Agreement; or (ii) any of the representations and warranties made by Seller herein shall be in any material respect inaccurate; or (iii) Seller shall otherwise be in material default of this Agreement, Purchaser shall have the right:

(a) to cancel this Agreement by giving notice to Seller and this Agreement shall be deemed to be terminated as of the date of such notice, in which event the Escrow Agent is hereby authorized and directed to return to Purchaser the Deposit (together with interest earned thereon, if any), whereupon, the Parties hereto shall be released of all further obligations each to the other hereunder, save and except for the Surviving Obligations; or

(b) to take title subject to the defect, exception, objection, inaccuracy or failure without diminution of the Purchase Price.

None of the foregoing provisions of this Paragraph 16.2 are intended to nor shall they limit or affect the Purchaser's right to an action for specific performance in the event of a refusal or failure by Seller to convey title to the Property to Purchaser or otherwise comply with the terms and provisions of this Agreement. Purchaser hereby waives any claim for damages against Seller.

16.3. The Parties further agree that in the event it becomes necessary for either party to litigate in order to enforce its rights under the terms of this Agreement, then, and in that event, the prevailing party shall be entitled to recover reasonable attorneys' and paralegal fees and the costs of such litigation, through and including all trial and appellate litigation.

The provisions of this Paragraph 16 shall survive Closing.

17. **Condemnation or Eminent Domain**. In the event of any condemnation or eminent domain proceedings for any public or quasi-public purposes at any time prior to Closing resulting in a taking of any part or all of the Property, Seller shall immediately provide written notice thereof to Purchaser and, Purchaser shall have the option: (i) to cancel this Agreement, in which event the Deposit with interest thereon shall be promptly returned to Purchaser, and upon such return, this Agreement shall be terminated and the Parties released of any further obligation hereunder; or (ii) to Close the transaction contemplated by this Agreement, in which event the Purchase Price shall not be abated; provided, however, Seller shall cause any condemnation or eminent domain award to be assigned to Purchaser. Purchaser shall notify Seller of its election of (i) or (ii) above within ten (10) business days of Purchaser's receipt of notice of any such condemnation or eminent domain proceedings. Seller agrees that it shall not enter into any settlement of any condemnation proceedings or eminent domain award without the prior written consent of Purchaser.

18. **Entitlement Approval Period**. Purchaser shall have Three Hundred Sixty-Five (365) days from the Inspection Completion Date (the "**Entitlement Approval Period**") within which to obtain non-appealable, final site plan, zoning and land use amendment approvals, as necessary, and permits to construct a multistory mixed use affordable and workforce housing development with rental and for sale units (the "**Anticipated Use**") in accordance with a site plan and subject only to such stipulations, conditions and requirements as are acceptable to Purchaser in its sole discretion (the "**Approvals**"). Purchaser shall diligently pursue obtaining the Approvals. Seller shall fully cooperate with Purchaser in connection with Purchaser's efforts to obtain all such permits and approvals, including, without limitation, executing such applications or such other documents and instruments and attending such meetings with governmental authorities as may be reasonably necessary to allow Purchaser to process Approvals in its name or in the name of the Seller. If Purchaser has proceeded diligently and in good faith towards obtaining the Approvals, Purchaser shall have the right to extend the Entitlement Approval Period for three (3) ninety (90) day, periods at no cost to Purchaser by delivery of written notice to Seller of its election to so extend on or before the expiration of the Entitlement Approval Period or extended Entitlement Approval Period. In the event that Purchaser shall fail to timely obtain the necessary entitlement approvals, and provided Purchaser has exercised good faith efforts to obtain same, Purchaser shall have the option upon written notice to Seller, prior to the expiration of the Entitlement Approval Period (as may be extended hereby), to waive the obtaining of said Approvals or terminate this Agreement, in which latter event the Deposit shall be promptly released by Escrow Agent and allocated between Purchaser and Seller as follows:

(a) If Purchaser terminates this Agreement before the Inspection Completion Date, Purchaser shall be entitled to a full return of the Deposit in accordance with Section 8;

(b) If Purchaser terminates this Agreement after the Inspection Completion Date and prior to the transmittal hearing before the commission of the City of Oakland Park ("City") for approval of Purchaser's land use amendment, Escrow Agent shall pay Seller $16.666.67 of the Deposit and refund the balance of the Deposit to Purchaser;

(c) If Purchaser terminates this Agreement after the City's approval of Purchaser's land use amendment of the Property and prior to the latter of the City hearing on Purchaser's site plan and the transmittal hearing of the commission of Broward County ("County") for approval of Purchaser's land use amendment, Escrow Agent shall pay Seller $33,333.33 of the Deposit and refund the balance of the Deposit to Purchaser;

(d) If Purchaser terminates this Agreement after the latter of the City site plan hearing and the County's approval of Purchaser's land use amendment and prior to the City's approval of Purchaser's re-zoning and re-platting of the Property, Escrow Agent shall pay Seller $50,000.00 of the Deposit and refund the balance of the Deposit to Purchaser;

(e) If Purchaser terminates this Agreement after the City's approval of Purchaser's re-zoning and re-platting of the Property and prior to the County's approval of Purchaser's land use amendment, re-zoning, and re-platting of the Property, Escrow Agent shall pay Seller $66,666.67 of the Deposit and refund the balance of the Deposit to Purchaser;

(f) If Purchaser terminates this Agreement after the County's approval of Purchaser's land use amendment, re-zoning, and re-platting of the Property and prior to Purchaser obtaining the necessary permits for the Property, Escrow Agent shall pay Seller $83,333.34 of the Deposit and refund the balance of the Deposit to Purchaser; or

(g) If Purchaser terminates this Agreement after Purchaser obtains the necessary permits for the Property, Escrow Agent shall pay Seller $100,000.00 of the Deposit and refund the balance of the Deposit to Purchaser.

Purchaser's failure to timely notify Seller of Purchaser's election shall constitute a waiver of Purchaser obtaining said Approvals and the transaction shall proceed to Closing as otherwise provided herein. Should Purchaser timely elect to terminate the Deposit shall be disbursed as provided herein and neither Party shall have any further obligation to the other with the exception of the Surviving Obligations.

19. **Escrow Agent**. Escrow Agent agrees, by the acceptance of the Deposit, to hold same in escrow and to disburse it in accordance with the terms and conditions of this Agreement; provided, however, that in the event a dispute shall arise between the Parties to this Agreement as to the proper disbursement of the Deposit, the Escrow Agent may, at its option: (1) take no action and hold all funds until agreement is reached between the disputing parties, or until a judgment has been entered by a court of competent jurisdiction and the appeal period has expired thereon, or if appealed then until the matter has been finally concluded, and then to act in accordance with such final judgment; or (2) institute an action for declaratory judgment, interpleader or otherwise

joining all affected parties and thereafter complying with the ultimate judgment of the court with regard to the disbursement of the Deposit and disposition of documents, if any. In the event of any suit between the Parties wherein the Escrow Agent is made a party by virtue of acting as such escrow agent hereunder, or in the event of any suit wherein Escrow Agent interpleads the subject matter of this escrow, the Escrow Agent shall be entitled to recover all attorneys' fees and costs incurred, including costs and attorneys' fees for appellate proceeding, if any, said fees and costs to be charged and assessed as court costs against the losing party or parties, jointly and severally. Further, the Parties hereto acknowledge that Escrow Agent shall have the right to represent Seller and itself in connection with the matters contemplated by this Agreement, and in that regard, Purchaser shall not, and is hereby estopped from objecting to such representation.

20. **Agreement Administration**. The Seller has delegated authority to the Superintendent of Schools or his/her designee, to take any action necessary to implement and administer this Agreement, including but not limited to only granting the requested extensions authorized herein in this Agreement for the Inspection and Entitlement Approval Periods.

21. **Notices**. All notices of request, demand and other communications hereunder shall be addressed to the Parties as follows:

As to Seller:	Interim Superintendent of Schools The School Board of Broward County Florida 600 Southeast Third Avenue -10th floor Fort Lauderdale, FL 33301 Telephone No: (754) 321-2701 Telecopier No: (754) 321-2600 E-Mail: vc@browardschools.com
With a copy to:	Director of Facility Planning and Real Estate The School Board of Broward County Florida 600 Southeast Third Avenue - 8th floor Fort Lauderdale, FL 33301 Telephone No: (754) 321-2162 Telecopier No: (754) 321-2179 E-Mail: chris.akagbosu@browardschools.com
With a copy to:	Office of the General Counsel The School Board of Broward County Florida 600 Southeast Third Avenue -11th floor Fort Lauderdale, FL 33301
With a copy to:	Joseph M. Balocco, Jr., Esq. Balocco & Abril, PLLC 4332 E. Tradewinds Avenue Lauderdale By-The-Sea, FL 33308

Telephone No: (954) 530-4731
Telecopier No: (954) 281-5656
E-Mail: jbaloccojr@baloccolaw.com

As to Purchaser:

Urban League of Broward County
Attn.: Germaine Smith Baugh
560 NW 27th Avenue
Fort Lauderdale, FL 33311
Telephone No: (954) 625-2502
Telecopier No: (754) 200-5750
EMail: gsbaugh@ulbcfl.org

With a copy to:

Tripp Scott, P.A.
Attn.: Dennis D. Smith, Esq.
110 SE 6th Street, Fifteenth Floor
Fort Lauderdale, FL 33301
Telephone No: (954)760-4920
Telecopier No: (954) 761-8475
EMail:dds@trippscott.com

As to Escrow Agent:

Joseph M. Balocco, Jr., Esq.
Balocco & Abril, PLLC
4332 E. Tradewinds Avenue
Lauderdale By-The-Sea, FL 33308
Telephone No: (954) 530-4731
Telecopier No: (954) 281-5656
E-Mail: jbaloccojr@baloccolaw.com

unless the address is changed by the party by like notice given to the other parties. Notice shall be in writing, mailed certified mail, return receipt requested, postage prepaid and shall be deemed delivered when mailed or upon hand delivery to the address indicated. Notwithstanding the foregoing, notices, requests or demands or other communications referred to in this Agreement may be sent by telegraph, telephonic communication reduced to written form (i.e., telecopier) or Federal Express, but shall only be deemed to have been given when received.

22. **Effective Date**. The "Effective Date" shall mean the last day upon which this Agreement becomes fully executed by Seller and the Purchaser and approved by the Board. All time periods shall be calculated in calendar days unless specifically provided otherwise herein.

23. **Further Assurances**. Each of the parties hereto agree to execute, acknowledge and deliver and cause to be done, executed, acknowledged and delivered all such further acts, assignments, transfers and assurances as shall reasonably be requested of it in order to carry out this Agreement and give effect thereto. The parties hereto acknowledge that it is to their mutual benefit to have an orderly and efficient transfer of ownership as contemplated hereby. Accordingly, without in any manner limiting the specific rights and obligations set forth in this Agreement, the parties declare their intention to cooperate each with the other in effecting the terms of this Agreement.

24. **Time is of the Essence**. For purposes herein, the Parties agree that time shall be of the essence of this Agreement and the representations and warranties made are all material and of the essence of this Agreement.

25. **Captions and Paragraph Headings**. Captions and Paragraph headings contained in this Agreement are for convenience and reference only and in no way define, describe, extend or limit the scope or intent of this Agreement, nor the intent of any provision hereof.

26. **No Waiver**. No waiver of any provision of this Agreement shall be effective unless it is in writing, signed by the party against whom it is asserted and any such written waiver shall only be applicable to the specific instance to which it relates and shall not be deemed to be a continuing or future waiver.

27. **Counterparts**. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same Agreement.

28. **Binding Effect**. This Agreement shall inure to the benefit of and shall be binding upon the Parties hereto and their respective heirs, personal representatives, successors and assigns.

29. **Governing Law**. This Agreement shall be construed and interpreted according to the laws of the State of Florida and venue with respect to any litigation shall be Broward County, Florida.

30. **Gender**. All terms and words used in this Agreement regardless of the number and gender in which used, shall be deemed to include any other gender or number as the context or the use thereof may require.

31. **Entire Agreement**. This Agreement contains and sets forth the entire understanding between the Parties, and it shall not be changed, modified or amended except by an instrument in writing and executed by the party against whom the enforcement of any such change, modification or amendment is sought. This Agreement shall be binding upon the Parties hereto and their respective heirs, personal representatives, successors and assigns.

32. **Relationship**. Nothing contained in this Agreement shall constitute or be construed to be or create a partnership, joint venture or any other relationship between the Parties other than the relationship of a purchaser and seller of real and personal property as set forth in this Agreement.

33. **Offer**. **This offer is non-binding on the Seller until such time as it shall be reviewed and approved by the Board. The Board reserves the right to reject or accept same. In the event that the Board shall reject same, Purchaser's Deposit shall be refunded to Purchaser forthwith and neither Party shall have any rights or obligations hereunder.**

34. **Possession**. Subject to the Provisions of Article 39, possession of the Property shall be delivered to Purchaser at the Closing, free and clear of all tenancies, use agreements and possessory rights.

35. **Modification**. This Agreement shall not be modified (and no purported modification thereof shall be effective) unless in writing and signed by the party to be charged.

36. **Joint Preparation**. The preparation of this Agreement has been a joint effort of the Parties and the resulting documents shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

37. **Recording**. The Parties hereby agree that neither party shall record this Agreement or any memorandum of its terms without the prior written consent of the other party.

38. **Radon Gas**. Radon gas is naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who were exposed to it over a time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information concerning radon and radon testing may be obtained from your public health unit.

39. **Post-Closing Occupancy**. Seller shall have the right to remain in occupancy of the Property, to operate the Sellers related administrative departmental responsibilities and school programs, in accordance with the Lease Agreement of even date herewith commencing on the date of Closing.

40. **DISCLAIMER. THE PROPERTY IS BEING SOLD "AS IS", "WHERE IS" AND "WITH ALL FAULTS" AS OF CLOSING, WITHOUT ANY REPRESENTATION OR WARRANTY WHATSOEVER AS TO ITS CONDITION, FITNESS FOR ANY PARTICULAR PURPOSE, MERCHANTABILITY OR ANY OTHER WARRANTY, EXPRESS OR IMPLIED, EXCEPT AS IS SPECIFICALLY PROVIDED ELSEWHERE BY THIS AGREEMENT. SELLER SPECIFICALLY DISCLAIMS ANY WARRANTY, GUARANTY OR REPRESENTATION, ORAL OR WRITTEN, PAST OR PRESENT, EXPRESS OR IMPLIED, CONCERNING THE PROPERTY, EXCEPT AS SPECIFICALLY SET FORTH IN THIS AGREEMENT. PURCHASER ACKNOWLEDGES THAT PURCHASER IS PURCHASING THE PROPERTY BASED SOLELY UPON PURCHASER'S OWN INDEPENDENT INVESTIGATIONS AND FINDINGS AND NOT IN RELIANCE UPON ANY INFORMATION PROVIDED BY SELLER OR SELLER'S AGENTS OR CONTRACTORS. THE PROVISIONS OF THIS SECTION SHALL SURVIVE TERMINATION OR CLOSING.**

41. **RELEASE. RELEASE. TO THE EXTENT PERMITTED BY STATE OR FEDERAL LAW, PURCHASER HEREBY RELEASES SELLER , ITS AGENTS, OFFICERS, OR EMPLOYEES (EACH A "SELLER RELATED PARTY") FROM ALL CLAIMS, LOSSES, DAMAGES, LIABILITIES, COSTS AND EXPENSES WHICH PURCHASER OR ANY PARTY RELATED TO OR AFFILIATED WITH PURCHASER HAS OR MAY HAVE ARISING FROM OR RELATED TO ANY MATTER OR THING RELATED TO THE PHYSICAL CONDITION OF THE PROPERTY, ANY PATENT CONSTRUCTION DEFECTS, ANY UNKNOWN ERRORS OR OMISSIONS IN THE DESIGN OR CONSTRUCTION OF THE PROPERTY, AND UNLESS PROHIBITED BY STATE OR FEDERAL LAW, ANY STRICT LIABILITY ARISING OUT OF ENVIRONMENTAL CONDITIONS AT, IN, ON OR UNDER THE PROPERTY. PURCHASER WILL NOT LOOK TO SELLER OR ANY SELLER RELATED PARTY IN**

CONNECTION WITH THE FOREGOING FOR ANY REDRESS OR RELIEF UNLESS OTHERWISE STATED HEREIN. THE PROVISIONS OF THIS SECTION SHALL SURVIVE TERMINATION OR CLOSING.

[Remainder of page intentionally left blank. Signature pages to follow.]

IN WITNESS WHEREOF, the Parties hereto have duly executed this Agreement as of the day and year first above written.

WITNESS:

FOR SELLER:

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA, a body corporate and political subdivision of the State of Florida

(Corporate Seal)

By: _____
Name: Rosalind Osgood
Title: Chair, School Board

ATTEST:

_____
Name: Vicki L. Cartwright
Title: Interim Superintendent of Schools

Approved as to form and legal content:

_____
Name:
School Board Attorney

_____
Joseph M. Balocco, Jr., Cadre Real Estate Counsel

STATE OF FLORIDA)
)
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me, by means of ☒ physical presence or ☐ online notarization, this 14th day of September, 2021, by Rosalind Osgood, in (his/her) capacity as Chair of The School Board of Broward County, Florida, a body corporate and political subdivision of the State of Florida, 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: May 3, 2023

_____
Signature, Notary Public

Noemi Gutierrez
Printed Name of Notary

GG 303071
Notary's Commission No.

(SEAL)

NOEMI GUTIERREZ
MY COMMISSION EXPIRES
MAY 3, 2023
#GG 303071
Bonded thru
Troy Fain Insurance
NOTARY PUBLIC, STATE OF FLORIDA

FOR PURCHASER

(Corporate Seal)

URBAN LEAGUE OF BROWARD COUNTY INCORPORATED

ATTEST:

By: Germaine S Bawgh.
Name: Germaine S. Bawgh.
Title: President + CEO

Name:
Title: Secretary

-or-

Jane Wallach
Witness

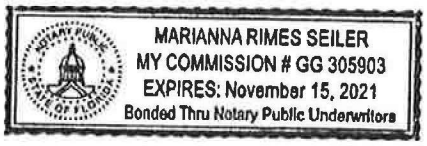
Marlene C Kobert
Witness

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 August, 2021, by Germaine S. Baugh in her capacity as President + CEO of Urban League Of Broward County Incorporated 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)

Marianna R Seiler
Signature, Notary Public

Marianna R. Seiler
Printed Name of Notary

GG 305903
Notary's Commission No.

The undersigned joins in this Agreement to acknowledge receipt of a check in the amount of Five Hundred, Thirty-six Thousand, and 00/100) ($536,000.00) DOLLARS and to agree to hold same (subject to collection), in escrow, pursuant to the terms of Paragraph 19 of this Agreement.

BALOCCO & ABRIL, PLLC

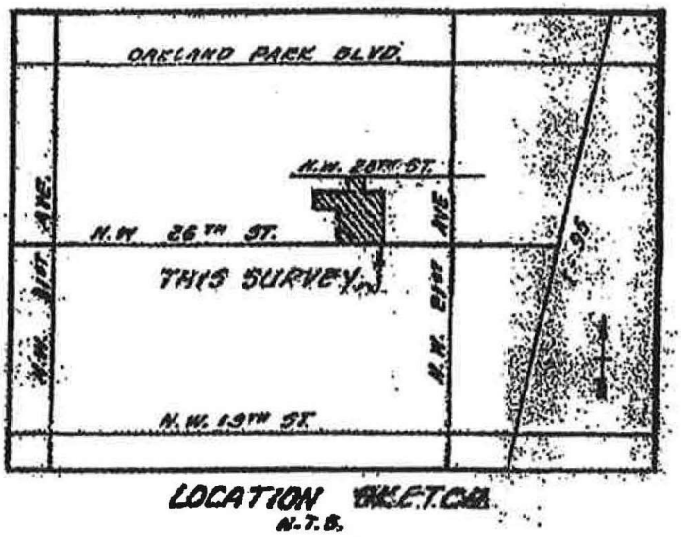
By: _____
Joseph M. Balocco, Jr., Esq.

Date: August _____, 2021

INDEX OF EXHIBITS

EXHIBIT "A"	-	LEGAL DESCRIPTION
EXHIBIT "B"	-	LEASE AGREEMENT
EXHIBIT "C"	-	SPECIAL WARRANTY DEED
SCHEDULE 1	-	RENT ROLL

EXHIBIT A



DESCRIPTION

The West One-Half (W 1/2) of the South One Half (S 1/2) of the Southeast One-Quarter (SE 1/4) of the Northeast One Quarter (NE 1/4) of Section 29, Township 49 South, Range 42 East;
LESS the West 230 feet of the South 485 feet AND;
A portion of the Southeast One Quarter (SE 1/4) of the Southeast One Quarter (SE 1/4) of the Northeast One-Quarter (NE 1/4) of Section 29, Township 49 South, Range 42 East, Beginning at the Southwest corner of said Southeast One-Quarter (SE 1/4) of the Southeast One Quarter (SE 1/4) of the Northeast One Quarter (NE 1/4);
THENCE North along the West boundary of Southeast One-Quarter (SE 1/4) of the Southeast One Quarter (SE 1/4) of the Northeast One Quarter (NE 1/4) a distance of 654.33 feet to the North boundary of Southeast One-Quarter (SE 1/4) of the Southeast One Quarter (SE 1/4) of the Northeast One-Quarter (NE 1/4);
THENCE East along said North boundary a distance of 132.62 feet;
THENCE South a distance of 654.17 feet to the South boundary of said Southeast One-Quarter (SE 1/4) of the Southeast One Quarter (SE 1/4) of the Northeast One-Quarter (NE 1/4);
THENCE West along said South boundary a distance of 132.78 feet to the POINT OF BEGINNING;
LESS the South 25 feet of the above described parcel, dedicated as a public road being in Broward County, Florida, as recorded in ORB 2929, Page 515, Broward County Records, AND
Lot 16 in Block 'A', of an unrecorded plat of ZILADEN PROPERTIES, more particularly described as follows:
Beginning at the Southwest corner of the North One Half (N 1/2) of Southeast One-Quarter (SE 1/4) of Northeast One Quarter (NE 1/4), Section 29, Township 49 South, Range 42 East;
THENCE Easterly along and parallel to the South line of North One Half (N 1/2) of Southeast One Quarter (SE 1/4) of Northeast One-Quarter (NE 1/4) a distance of 275.30 feet to the POINT OF BEGINNING,
THENCE Northerly 139.10 feet to a point;
THENCE Easterly 25.0 feet to a point;
THENCE Southerly 139.05 feet to a point;
THENCE Westerly 25.0 feet to the POINT OF BEGINNING;
As recorded in ORB 3494, Page 644, Broward County Records.
Said land situate within Broward County, Florida, containing 9.57 acres, more or less.

EXHIBIT "B"

LEASE AGREEMENT

LEASE AGREEMENT

THIS LEASE AGREEMENT is made and entered into as of this ____ day of _____, 20____, 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 address is
600 Southeast Third Avenue, Fort Lauderdale, Florida 33301

and

URBAN LEAGUE OF BROWARD COUNTY, INCORPORATED,
a Florida not-for-profit corporation,
(hereinafter referred to as "Urban League"),
whose principal address is
_____

WHEREAS, SBBC has on this ____ day of _____, 202__, conveyed that certain property and improvements described on **Exhibit "A"** attached hereto to Urban League in accordance with that certain Agreement of Sale and Purchase ("Agreement") with an Effective Date of the ____ day of _____, 2021; and

WHEREAS, several departments of the SBBC and an educational program are currently located on the Property ("Occupied Facility") and operate from the Property as depicted on the attached **Exhibit "B"**; and

WHEREAS, SBBC and Urban League, in accordance with Article 39 of the Agreement, have agreed that SBBC departments and program shall continue to operate from the Occupied Facility for a period of Nine Hundred Thirty (930) days from the date hereof upon the terms and conditions contained herein;

NOW, THEREFORE, in consideration of the premises and of the mutual covenants contained herein and in accordance with Article 39 of the Agreement and the sum of Ten Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

ARTICLE 1 - RECITALS

1.01 **Recitals**. The Parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.

ARTICLE 2 –SPECIAL CONDITIONS

2.01 **Lease Term**. The term of this Lease Agreement shall be for Nine Hundred Thirty (930) days beginning on the date of the Closing pursuant to the Agreement through and inclusive of the ____ day of _____, 202__. Notwithstanding the foregoing SBBC shall have the right in SBBC's sole discretion, to terminate the Lease Agreement and vacate the Occupied Facility, upon 30-days prior written notice to the Urban League.

2.02 **Leased Property**. The SBBC shall lease the Occupied Facility together with all parking, including the rights of access on the Property, as more particularly described in **Exhibits "A" and "B"** attached hereto and incorporated herein pursuant to the terms set forth herein.

2.03 **Intentionally Deleted.**

2.04 **Hours of Operation**. The Leased Property may be used twenty-four (24) hours a day for seven (7) days per week for any lawful purpose.

2.05 **Rental**. SBBC shall not be obligated for any rental sum or other remuneration to Urban League during the term of this Lease including the Renewal Term.

2.06 **Transfer**. The SBBC shall not assign or sublet the Leased Property in this Lease, or use said Leased Property or any part thereof, for any purpose other than set out in the Lease Agreement without consent of Urban League.

2.07 **Condition of Leased Property**. SBBC shall accept the Leased Property as they are at the time of occupancy. Removal or change of location of any appliance of equipment, occasioned by the SBBC's use of said Leased Property, shall be made by the SBBC at the SBBC's expense.

2.08 **Heating and Air Conditioning**. Urban League agrees to furnish to the SBBC heating and air conditioning for the Leased Property during the term of the Lease Agreement at the expense of the SBBC. Heating and air conditioning services shall be provided for the days and times as indicated in Paragraph 2.04 above.

2.09 **Maintenance Repairs**.

2.09.1 The SBBC shall be responsible for the cost of all maintenance and repair of the Occupied Property including both the interior and exterior of said structures, including maintenance and repair of any sidewalks, paved parking areas, or other exterior features of the Property.

2.09.2 Urban League shall not be responsible for any maintenance or repairs.

2.10 **Utilities**. The SBBC will promptly pay for all gas (if any), water, power and electric light rates or charges which may become payable during the term of this Lease Agreement for the gas (if any), water and electricity used by the SBBC on the Leased Property, except as

provided below. SBBC will promptly pay for electricity consumed by SBBC within the Leased Property and telephone services for the Leased Property. In no event will the Urban League be liable for any interruption or failure in the supply of any of the Utilities, regardless of cause.

2.11 **Insurance.** SBBC shall maintain in full force and effect during the term of this Lease Agreement general liability and property damage insurance with respect to injury, death or damage occurring at the Leased Premises or arising out of Lease Agreement of the Leased Premises or otherwise arising out of any act or occurrence at the Leased Premises. Said insurance shall be in an amount of at least One Million Dollars ($1,000,000) combined single limit per occurrence. At least one week prior to the first day of this Lease Agreement, SBBC shall furnish a certificate of insurance evidencing that such insurance is in effect and shall contain a clause that the insurer will not cancel or change the insurance without first giving Urban League thirty (30) days' notice.

2.12 **Notice**. All notices of request, demand and other communications hereunder shall be addressed to the Parties as follows:

To SBBC:	Dr. Vickie Cartwright Superintendent of Schools The School Board of Broward County, Florida 600 Southeast Third Avenue – 10th Floor Fort Lauderdale, Florida 33301 Telephone No: (754) 321-2701 Telecopier No: (754) 321-2600 Email: vc@browardschools.com
With a Copy to:	Director, Facility Planning and Real Estate The School Board of Broward County, Florida 600 Southeast Third Avenue – 8th Floor Fort Lauderdale, Florida 33301 Telephone No: (754) 321-2162 Telecopier No: (754) 321-2179 E-mail: chris.akagbosu@browardschools.com
With a Copy to:	Office of the General Counsel The School Board of Broward County, Florida 600 Southeast Third Avenue – 11th Floor Fort Lauderdale, Florida 33301
With a Copy to:	Joseph M. Balocco, Jr., Esq. Balocco & Abril, PLLC 4332 E. Tradewinds Avenue Lauderdale By-The-Sea, FL 33308 Telephone No: (954) 530-4731 Telecopier No: (954) 281-5656

E-Mail: jbaloccojr@baloccolaw.com

To Urban League:

Urban League of Broward County
Attn: Germaine Smith Baugh
560 NW 27th Ave
Fort Lauderdale, FL 33311
Telephone No: (954) 625-2502
Telecopier No: (754) 200-5750
E-mail: gsbaugh@ulbcfl.org

With a Copy to:

Tripp Scott, P.A.
Attn: Dennis D. Smith, Esq.
110 SE 6th Street, Fifteenth Floor
Fort Lauderdale, FL 33301
Telephone No: (954) 760-4920
Telecopier No: (954) 761-8475
E-mail: dds@trippscott.com

As to Escrow Agent:

Joseph M. Balocco, Jr., Esq.
Balocco & Abril, PLLC
4332 E. Tradewinds Avenue
Lauderdale By-The-Sea, FL 33308
Telephone No: (954) 530-4731
Telecopier No: (954) 281-5656
E-Mail: jbaloccojr@baloccolaw.com

unless the address is changed by the party by like notice given to the other parties. Notice shall be in writing, mailed certified mail, return receipt requested, postage prepaid, and shall be deemed delivered when mailed or upon hand delivery to the address indicated. Notwithstanding the foregoing, notices, requests or demands or other communications referred to in this Agreement may be sent by telegraph, telephonic communication reduced to written form (i.e., telecopier) or Federal Express, but shall only be deemed to have been given when received.

2.13 **Liability**. 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.

To the extent permitted by law, Urban League and SBBC each agree to indemnify, defend and hold the other, including their officers, agents and employees, harmless from and against any and all claims, damages, losses, liabilities, causes of action of any kind of nature whatsoever arising out of or because of the use and occupancy of any facilities licensed hereunder, providing that if such claim, damage, loss, liability or cause of action is due to the joint or concurrent negligence of the indemnitor and the indemnitee, their respective responsibilities hereunder shall be in the same proportion that the negligent acts or omissions of each contributes thereto.

Each party reserves the right to select its own counsel in any such proceeding and all costs and fees associated therewith shall be the responsibility of the indemnitor under this indemnification agreement.

Compliance with the foregoing shall not relieve the indemnitor of any liability or other obligation under this Agreement.

Nothing contained herein is intended nor shall be construed to waive either party's right, immunities, and limits under the common law or Section 768.28, Florida Statutes.

2.14 **Parking**. SBBC shall have access and use to the parking spaces depicted on the attached **Exhibit "B",** and other viable areas of the Property for excess parking if needed. SBBC shall keep and maintain the parking spaces depicted on the attached **Exhibit "B"** in good condition to allow for parking and access to the Occupied Property. For the purposes of this Lease Agreement, a vehicle shall be defined as a car, van, pick-up truck, SUV and/or motorcycle.

2.15 **Leases and Subleases**. Any lease or sublease where SBBC is the landlord or sub-landlord shall terminate automatically upon termination of this Lease. Notwithstanding any provision contained herein to the contrary, SBBC shall be permitted to sublease the Property to the tenant identified in the Lease attached as **Exhibit "C"** of the Agreement and shall be entitled to any rent paid thereunder.

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 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.

3.02 **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 Lease Agreement. None of the Parties intend to directly or substantially benefit a third party 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.

3.03 **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 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

Lease Agreement. SBBC shall not be responsible for social security, withholding taxes, and contributions to unemployment compensation funds or insurance for Urban League or the Urban League's officers, employees, agents, subcontractors or assignees.

3.04 **Equal Opportunity Provision**. The Parties agree that no person shall be subjected to discrimination because of age, race, color, disability, gender identity, gender expression marital status, national origin, religion, sex or sexual orientation in the performance of the Parties' respective duties, responsibilities and obligations under this Agreement.

3.05 **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) days written notice to cure the default. However, in the event said default cannot be cured within said thirty (30) day period and the defaulting party is diligently attempting in good faith to cure same, the time period shall be reasonably extended to allow the defaulting party additional cure time. Upon the occurrence of a default that is not cured during the applicable cure period, this Lease Agreement may be terminated by the non-defaulting party upon thirty (30) days' notice. This remedy is not intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or future exercise thereof.

3.06 **Excess Funds**. Any party receiving funds paid by SBBC under this Lease 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.

3.07 **Public Records**. The following provisions are required by Section 119.0701, Florida Statutes, and may not be amended. Urban League shall keep and maintain public records required by SBBC to perform the services required under this Lease Agreement. Upon request from SBBC's custodian of public records, Urban League 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. Urban League 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 Urban League does not transfer the public records to SBBC. Upon completion of the Lease Agreement, Urban League shall transfer, at no cost, to SBBC all public records in possession of Urban League or keep and maintain public records required by SBBC to perform the services required under the Lease Agreement. If Urban League transfers all public records to SBBC upon completion of the Lease Agreement, Urban League shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Urban League keeps and maintains public records upon completion of the Lease Agreement, Urban League 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 SE THIRD AVENUE, FORT LAUDERDALE, FL 33301.

3.08 **Student Records**: Notwithstanding any provision to the contrary within this Lease Agreement, any party contracting with SBBC under this Agreement shall fully comply with the requirements of Sections 1002.22 and 1002.221, Florida Statutes; FERPA, and any other state or federal law or regulation regarding the confidentiality of student information and records. Each such party agrees, for itself, its officers, employees, agents, representatives, contractors or subcontractors, to fully indemnify and hold harmless SBBC and its officers and employees for any violation of this section, including, without limitation, defending SBBC and its officers and employees against any complaint, administrative or judicial proceeding, payment of any penalty imposed upon SBBC, or payment of any and all costs, damages, judgments or losses incurred by or imposed upon SBBC arising out of a breach of this covenant by the party, or an officer, employee, agent, representative, contractor, or sub-contractor of the party to the extent that the party or an officer, employee, agent, representative, contractor, or sub-contractor of the party shall either intentionally or negligently violate the provisions of this section or of Sections 1002.22 and/or 1002.221, Florida Statutes.

3.09 **Compliance with Laws**. Each party shall comply with all applicable federal and state laws, codes, rules and regulations in performing its duties, responsibilities and obligations pursuant to this Agreement.

3.10 **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.

3.11 **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 to the jurisdiction of the State courts of the Seventeenth Judicial Circuit of Broward County, Florida.

3.12 **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 Lease 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.

3.13 **Binding Effect**. This Lease Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns.

3.14 **Assignment**. Neither this Lease 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 Lease Agreement including, without limitation, the partial assignment of any right to receive payments from SBBC.

3.15 **Incorporation by Reference**. **Exhibits "A", "B" and "C"** attached hereto and referenced herein shall be deemed to be incorporated into this Lease Agreement by reference.

3.16 **Captions**. The captions, section designations, section numbers, article numbers, titles and headings appearing in this Lease 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 Lease Agreement, nor in any way affect this Lease Agreement and shall not be construed to create a conflict with the provisions of this Lease Agreement.

3.17 **Severability**. In the event that any one or more of the sections, paragraphs, sentences, clauses or provisions contained in this Lease 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 Lease 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.

3.18 **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 Lease Agreement has been their joint effort. The language agreed to herein express 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.

3.19 **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.

3.20 **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 hereof. 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.

3.21 **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.

3.22 **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.

3.23 **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.

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.

[Remainder of page intentionally left blank. Signature pages to follow.]

IN WITNESS WHEREOF, the parties hereto have made and executed this Lease Agreement on the date first above written.

FOR SBBC

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA, a body corporate and political subdivision of the State of Florida

By: _____

ATTEST:

Name: _____

_____

Superintendent of Schools

Approved as to form and legal content:

_____

Office of the General Counsel

STATE OF FLORIDA)
)
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me, by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 2021, by _____ _____, in (his/her) capacity as Chair of The School Board of Broward County, Florida, a body corporate and political subdivision of the State of Florida, 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:

_____

Signature, Notary Public

_____

Printed Name of Notary

(SEAL)

_____

Notary's Commission No.

FOR URBAN LEAGUE

(Corporate Seal)

URBAN LEAGUE OF BROWARD COUNTY INCORPORATED, a Florida not-for-profit corporation

ATTEST:

By: _____
Name: _____
Title: _____

_____

-or-

_____
Witness

_____
Witness

STATE OF _____)
)
COUNTY OF _____)

The foregoing instrument was acknowledged before me, by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 202__, by _____ **[PRINT NAME OF SIGNOR ABOVE]** of **URBAN LEAGUE OF BROWARD COUNTY INCORPORATED** 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:

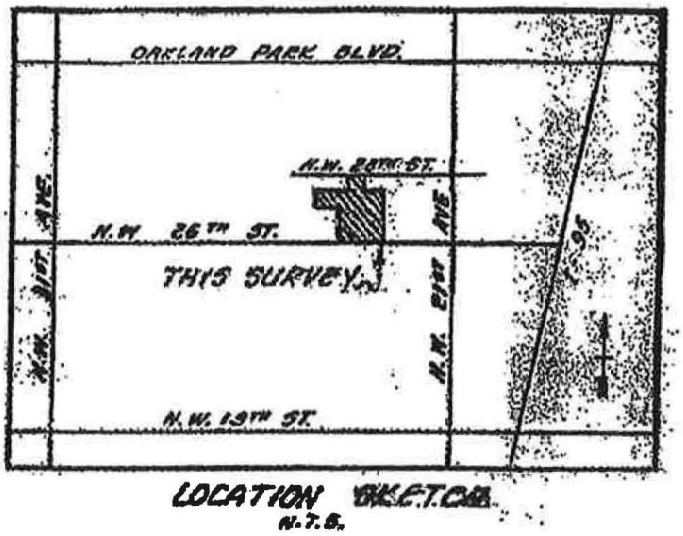
_____
Signature, Notary Public

_____
Printed Name of Notary

(SEAL)

_____
Notary's Commission No.

EXHIBIT A



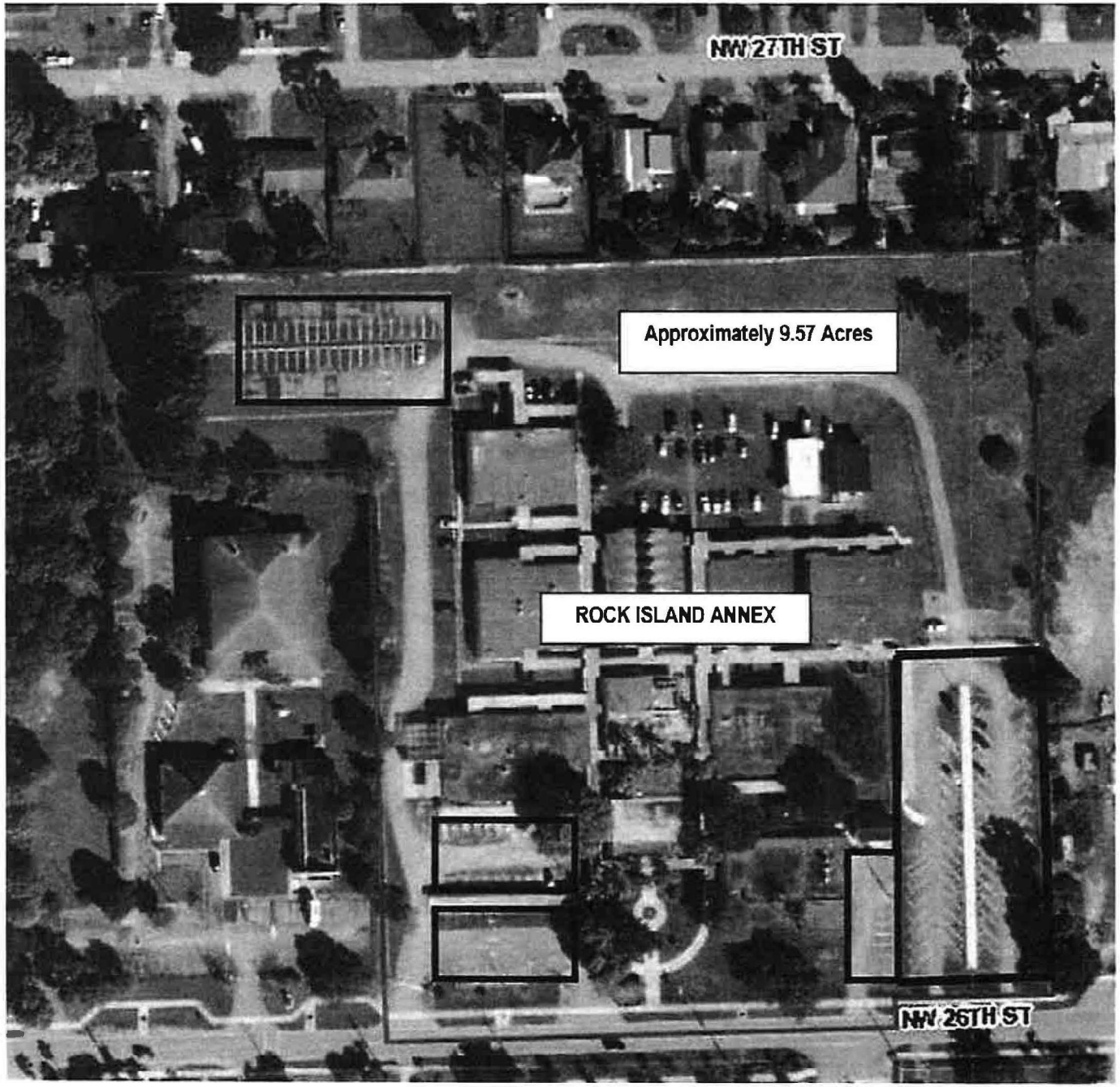
DESCRIPTION

The West One-Half (W 1/2) of the South One Half (S 1/2) of the Southeast One-Quarter (SE 1/4) of the Northeast One Quarter (NE 1/4) of Section 29, Township 49 South, Range 42 East;
LESS the West 230 feet of the South 485 feet AND;
A portion of the Southeast One Quarter (SE 1/4) of the Southeast One Quarter (SE 1/4) of the Northeast One-Quarter (NE 1/4) of Section 29, Township 49 South, Range 42 East. Beginning at the Southwest corner of said Southeast One-Quarter (SE 1/4) of the Southeast One Quarter (SE 1/4) of the Northeast One Quarter (NE 1/4);
THENCE North along the West boundary of Southeast One-Quarter (SE 1/4) of the Southeast One Quarter (SE 1/4) of the Northeast One Quarter (NE 1/4) a distance of 654.33 feet to the North boundary of Southeast One-Quarter (SE 1/4) of the Southeast One Quarter (SE 1/4) of the Northeast One-Quarter (NE 1/4);
THENCE East along said North boundary a distance of 132.62 feet;
THENCE South a distance of 654.17 feet to the South boundary of said Southeast One-Quarter (SE 1/4) of the Southeast One Quarter (SE 1/4) of the Northeast One-Quarter (NE 1/4);
THENCE West along said South boundary a distance of 132.78 feet to the POINT OF BEGINNING;
LESS the South 25 feet of the above described parcel, dedicated as a public road being in Broward County, Florida, as recorded in ORB 2929, Page 815, Broward County Records, AND
Lot 16 in Block "A", of an unrecorded plat of ZILADEN PROPERTIES, more particularly described as follows:
Beginning at the Southwest corner of the North One Half (N 1/2) of Southeast One-Quarter (SE 1/4) of Northeast One Quarter (NE 1/4), Section 29, Township 49 South, Range 42 East;
THENCE Easterly along and parallel to the South line of North One Half (N 1/2) of Southeast One Quarter (SE 1/4) of Northeast One-Quarter (NE 1/4) a distance of 275.30 feet to the POINT OF BEGINNING,
THENCE Northerly 139.10 feet to a point;
THENCE Easterly 35.0 feet to a point;
THENCE Southerly 139.05 feet to a point;
THENCE Westerly 35.0 feet to the POINT OF BEGINNING.
As recorded in ORB 1494, Page 644, Broward County Records.
Said land situate within Broward County, Florida, containing 9.57 acres, more or less.

Established 1915
BROWARD
County Public Schools

AERIAL PHOTOGRAPH AT ROCK ISLAND ANNEX

EXHIBIT B



LEGEND

PARKING

N
W E
S

PARKING LEASE AGREEMENT

THIS PARKING LEASE AGREEMENT is made and entered into as of this 18TH day of May, 2021, by and between

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
(hereinafter referred to as the "**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

NEW BEGINNINGS CHURCH OF GOD 7TH DAY INTERNATIONAL FLORIDA CONFERENCE, INC.
(hereinafter referred to as "**LESSEE**"),
whose principal place of business is
2201 NW 26th Street, Fort Lauderdale, Florida 33311

WHEREAS, the SBBC is the owner of the property real located at 2310 Northwest 26th Street, Oakland Park, Florida 33311, also known as "Rock Island Annex" depicted in **Exhibit "A,"** attached hereto; and

WHEREAS, the LESSEE is the owner of a church located at 2201 NW 26th Street, Fort Lauderdale, Florida 33311 which real property is located adjacent to the Rock Island Annex facility; and

WHEREAS, the LESSEE desires to enter into a Parking Lease Agreement (**"Agreement"**) with the SBBC for use of the fifty-nine (59) parking spaces located on the eastern part of the grounds of the Rock Island Annex facility, herein depicted in **Exhibit "B"**; and

WHEREAS, as stipulated in the Agreement, LESSEE agrees to secure and lock the gate(s) to the designated parking lot area containing the fifty-nine (59) parking spaces after each and every use of the subject area; and

WHEREAS, the SBBC and LESSEE shall mutually benefit from use of the parking lot.

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, or renewed pursuant to Section 2.06 of this Agreement, the term of this Agreement shall commence on May 18, 2021 and conclude on October 31, 2022.

2.02 **Leased Premises**. LESSEE shall lease the following described property: The parking lot located on the eastern part of the grounds of the Rock Island Annex facility, which consist of fifty-nine (59) car parking spaces, herein referred to as **"Leased Premises"** as indicated on the sketch attached hereto, and made part hereof as **Exhibit "B"**.

2.03 **Hours of Operation**. LESSEE may access and use the Leased Premises during the hours of 9:00 AM to 3:00 PM on Saturdays only. However, should LESSEE desire to utilize the Leased Premises for special events which occur on days and times other than Saturdays between 9:00 AM to 3:00 PM, LESSEE may request such use in writing, via email, to SBBC at least one (1) month in advance of the planned special event(s) date(s) and which specifically identifies the dates, times and total hours of use the Lease Premises is being requested. After receipt of the written request(s), the SBBC shall advise LESSEE that the request is either denied or approved. Pursuant to School Board Policy 1341, If LESSEE's request is approved, LESSEE shall pay SBBC at least two (2) weeks in advance of the scheduled event, a minimum amount of $90 for up to three (3) hours of use, plus an additional $30 per hour for each additional hour thereafter.

2.04 **Rental**. The base rental fee for the Licensed Premises shall be based upon the cost to lease parking lots as called for in the Fee Schedule contained in School Board Policy 1341. Per the Fee Schedule, the monthly base rental fee to lease the subject parking lot shall be $720.00 per month. LESSEE shall pay the monthly base rental fee due on the first day of each calendar month to SBBC via the Facility Planning and Real Estate at the address noted in Section 2.14. In the event any monthly base rental fee payment is not received within five (5) business days after it is due, SBBC shall be entitled, in addition to any other remedy that may be available, to an administrative fee and late charge of five percent (5%) of the amount of the payment due. However, if LESSEE chooses to pay the total rental fee due for the term of the Lease in one lump sum, such payment must be made on the first day of the calendar month when LESSEE takes possession of the Leased Premises. If payment due is not received as stated herein, SBBC may take steps to terminate this Agreement consistent with provisions of Section 3.05.

2.05 **Use of Leased Premises.** LESSEE shall utilize the Leased Premises as overflow parking to accommodate LESSEE's patrons only. The Leased Premises shall be used by LESSEE for vehicular parking only. For the purposes of this Agreement, a vehicle shall be defined as a car, van, pick-up truck, SUV and/or motorcycle. LESSEE agrees that all LESSEE's patrons shall vacate the Leased Premises by the times stipulated in Section 2.03.

2.06 **Renewal Option**. LESSEE. may elect to renew this Agreement for an additional six (6) months prior to its expiration, and if LESSEE elects 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, LESSEE shall provide SBBC 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, and such renewal shall be subject to SBBC approval.

2.07 **Sale of Rock Island Annex.** LESSEE acknowledges that SBBC has conveyed to LESSEE that SBBC is currently in the process of selling the Rock Island Annex facility and grounds to an identified buyer; and therefore, thereabout upon closing on the sale of the Rock Island Annex facility, SBBC will terminate this Agreement between it and LESSEE, for the fact that after such closing of the sale, SBBC would no longer own the Rock Island Annex facility. SBBC and LESSEE agree that such termination of the Agreement regarding the sale of the Rock Island Annex facility and grounds, shall be consistent with the provisions of Section 3.05 of this Agreement.

2.08 **Improvements**. The location of any and all improvements placed on the Leased Premises, shall first be approved in writing by SBBC, it being intended that SBBC shall have absolute control over the location of any improvements to the Leased Premises.

(a) The authority to grant the above-referenced approval regarding this Agreement is hereby delegated by the SBBC to the SBBC's Executive Director, Office of Capital Programs and Chief Building Official. Subject to the provisions of the foregoing paragraph, the parties further agree that the LESSEE will prepare and submit plans to the SBBC's Executive Director, Office of Capital Programs and Chief Building Official for review and approval. Any plans must meet State of Florida Building Code Requirements, Florida Fire Protection Code, and State Requirements for Educational facilities as applicable, and any other requirements imposed by applicable law. The SBBC's Executive Director, Office of Capital Programs and Chief Building Official shall have thirty (30) days from the date of receipt to review and comment on the plans. All design documents shall be approved by the SBBC's Executive Director, Office of Capital Programs and Chief Building Official prior to submission to the Department of Education, if applicable. The LESSEE agrees to obtain all necessary permits and approvals and to contract with a Contractor for the construction of the improvements.

(b) LESSEE shall be solely responsible for all contractual obligations to the contractor hired to construct the improvements.

(c) LESSEE shall ensure the contractor correct any defective or faulty work or materials that appear after the completion of the improvements within the warranty period of such work performed.

(d) Any improvements made to the Leased Premises without the prior written approval of SBBC as to location shall immediately be removed or relocated within ninety (90) days of written demand by SBBC, unless the parties agree that the improvements should remain whereby this Agreement will be amended, in writing, to reflect the use and responsibility of the improvements.

2.09 **Transfer.** Unless approved in advance and in writing by SBBC, LESSEE shall not assign or sublet the Leased Premises or use any part of the Leased Premises for any purpose other than as is set out in the Agreement.

2.10 **Maintenance/Repairs**. LESSEE shall keep the Leased Premises clean, sanitary and free from trash and debris during the days and hours of operation stated in Section 2.03, and SBBC shall keep the Leased Premises clean, sanitary and free from trash and debris during the times other than the hours of operation stated in Section 2.03 of this Agreement. SBBC shall provide for all maintenance and repairs in and about the Leased Premises in accordance with generally accepted good practices. SBBC shall maintain and keep in good repair the car stops, asphalt surface, potholes, striping, and signage in the Leased Premises during the term of this Agreement and shall be responsible for the replacement of all broken and damaged

equipment, except if such breakage or damage is caused to the Leased Premises by the LESSEE, its officers, agents, and employees.

2.11 **Security.** LESSEE agrees to secure and lock the gate(s) to the Leased Premises after each and every use of the Leased Premises, consistent with the times stipulated in Section 2.03 of this Agreement; and any violation of this provision maybe considered a default of this Agreement, which may result in the termination of the Agreement by the SBBC.

2.12 **Hazardous Materials**. LESSEE shall not cause or permit any Hazardous Material (as hereinafter defined) to be brought upon, kept or used in or about the Leased Premises by LESSEE, its agents, principals, employees, contractors, and consultants without the prior written consent by the SBBC, which consent may be withheld for any reason whatsoever or for no reason at all. If LESSEE breaches the obligations stated in the preceding sentence, or if the presence of Hazardous Material upon the Leased Premises caused or permitted by LESSEE (or the aforesaid others) results in (a) any contamination of the Leased Premises, the surrounding area(s), the soil or surface or ground water or (b) loss or damage to person(s) or property, or if contamination of the Leased Premises or the surrounding area(s) by Hazardous Material otherwise occurs for which LESSEE admits that it is legally, actually or factually liable or responsible to SBBC (or any party claiming, by through or under SBBC) for damages, losses, costs or expenses resulting therefrom, then LESSEE admits that it shall be solely responsible for all costs, expenses and amounts required to remediate, clean up and correct such matter and LESSEE admits that it shall further fully and completely indemnify, defend and hold harmless SBBC (or any party claiming by, through or under SBBC) from any and all claims, judgments, damages, penalties, fines, costs, liabilities or losses [including, but not limited to and without limitation: (i) diminution in the value of the Leased Premises and/or the land on which the Leased Premises is located and/or any adjoining area(s) which SBBC owns or in which it holds a property interest; (ii) damages for the loss or restriction on use of rentable or usable space of any amenity of the Leased Premises or the land on which the Leased Premises is located; (iii) damages arising from any adverse impact on marketing of space; and (iv) any sums paid in settlement of claims, reasonable attorneys and paralegals' fees, (whether incurred in court, out of court, on appeal or in bankruptcy or administrative proceedings) consultants fees and expert fees] which arise during or after the term of this Agreement or any extension/renewal thereof, as a consequence of such contamination. This indemnification of SBBC by LESSEE 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 Premises.

(a) Without limiting the foregoing, if the presence of any Hazardous Material on, under or about South Parking Lot or the surrounding area(s) caused or permitted by LESSEE (or the aforesaid others) results in (a) any contamination of Parking Lot 1, the surrounding area(s), the soil or surface or ground water or (b) loss or damage to person(s) or property, then LESSEE shall immediately notify SBBC of any contamination, claim of contamination, loss or damage and, after consultation and approval by SBBC, take all actions at LESSEE's sole expense as are necessary or appropriate to return South Parking Lot, 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 LESSEE shall survive the expiration or earlier termination of this Lease Agreement.

(b) 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.

2.13 **Light Fixtures.** SBBC agrees to maintain all lighting fixtures and equipment on the Leased Premises. SBBC shall be responsible for replacement of all bulbs, lamps, tubes, starters and other devices necessary to fully and completely illuminate the Leased Premises.

2.14 **Notice.** When any of the parties desire to give notice to the other, such notice must be in writing, sent by U.S. Mail, postage prepaid, addressed to the party for whom it is intended at the place last specified; the place for giving notice shall remain such until it is changed by written notice in compliance with the provisions of this paragraph. For the present, the Parties designate the following as the respective places for giving notice:

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 The School Board of Broward County, Florida 600 Southeast Third Avenue – 8th Floor Fort Lauderdale, Florida 33301
To LESSEE:	Pastor D. Bent New Beginnings Church of God 7th Day International Florida Conference Inc. 2201 NW 26th Street Fort Lauderdale, Florida 33311

2.15 **Records.** Each Party shall maintain its own respective records and documents associated with this Agreement in accordance with the records retention requirements applicable to public records. Each Party shall be responsible for compliance with any public documents request served upon it pursuant to Section 119.07, Florida Statutes, and any resultant award of attorney's fees for non-compliance with that law.

2.16 **Inspection of LEESSEE's Records by SBBC.** The SBBC has the right to inspect and review any documents that would substantiate, reconcile or refute any charges and/or expenditures related

to this Agreement that are in dispute upon providing reasonable written notice (up to two (2) weeks) to LESSEE. The inspection of records to take place at the LESSEE's place of business within two (2) weeks of SBBC's request.

2.17 **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 LESSEE: LESSEE 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 LESSEE, its agents, servants or employees; the equipment of LESSEE, its agents, servants or employees while such equipment is on premises owned or controlled by SBBC; or the negligence of LESSEE or the negligence of LESSEE's agents when acting within the scope of their employment, whether such claims, judgments, costs and expenses be for damages, damage to property including SBBC's property, and injury or death of any person whether employed by LESSEE, SBBC or otherwise.

2.18 **Insurance.** LESSEE shall maintain in full force and effect during the term of this Agreement public liability and property damage insurance with respect to injury, death or damage occurring at the Leased Premises or arising out of Agreement of the Leased Premises or otherwise arising out of any act or occurrence at the Leased Premises. Said insurance shall be in an amount of at least One Million Dollars ($1,000,000) combined single limit per occurrence. The policies for the foregoing insurance shall name SBBC, and their partners, beneficiaries, trustees, officers, directors, agents and employees and such other parties as SBBC may designate as additional insured. At least one week prior to the first day of this Agreement, LESSEE shall furnish a certificate of insurance evidencing that such insurance is in effect.

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 **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.

2.21 **Incorporation by Reference**. All exhibits attached hereto (**Exhibits "A" and "B"**), 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, and contributions to unemployment compensation funds or insurance for the LESSEE or the LESSEE'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) days written notice to cure the default. However, in the event said default cannot be cured within said thirty (30) day period and the defaulting party is diligently attempting in good faith to cure same, the time period shall be reasonably extended to allow the defaulting party additional cure time. Upon the occurrence of a default that is not cured during the applicable cure period, this Agreement may be terminated by the non-defaulting party upon thirty (30) days' notice. This remedy is not intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or future exercise thereof. Nothing in this section shall be construed to preclude termination for convenience pursuant to Section 3.05 of this Agreement.

3.05 **Termination**. This Agreement may be canceled with or without cause by either party during the term of this Agreement hereof upon thirty (30) days written notice to the other party of its desire to terminate this Agreement. SBBC shall have no liability for any property left on the Leased Premises after the termination of this Agreement. LESSEE agrees that any of its property placed upon the Leased Premises pursuant to this Agreement shall be removed within ten (10) business days following the termination, conclusion or cancellation of this Agreement. SBBC reserves the right to terminate this Agreement immediately and without prior notice if the LESSEE fails to secure the Leased Premises after each and every use as stipulated in Section 2.09 of this Agreement.

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 express 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 a lack of funds on the part of either party be deemed Force Majeure.

3.18 **Survival**. All representations and warranties made herein, indemnification obligations, obligations to reimburse SBBC, obligations to maintain and allow inspection and audit of records and property, obligations to maintain the confidentiality of records, reporting requirements, and obligations to return public funds shall survive the termination of this Agreement.

3.19 **Agreement Administration**. SBBC has delegated authority to the Superintendent of Schools or his/her designee to take any actions necessary to implement and administer this Agreement.

3.20 **Counterparts and Multiple Originals**. This Agreement may be executed in multiple originals, and may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same Agreement.

3.21 **Authority**. Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

(Remainder of page intentionally left blank. Signature pages to follow)

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: _____
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. Lessee's signature page follows)

FOR LESSEE

(Corporate Seal)

NEW BEGINNINGS CHURCH OF GOD 7TH DAY INTERNATIONAL FLORIDA CONFERENCE, INC.

ATTEST:

By: _____
Dewdney A. Bent, Pastor

_____
Decia Robinson, Secretary

-or-

_____
Witness

_____
Witness

The Following Notarization is Required for Every Agreement Without Regard to Whether the LESSEE Chose to Use a Secretary's Attestation or Two (2) Witnesses.

STATE OF FLORIDA)

COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me this 16th day of April, 2021 by **Dewdney A. Bent, Pastor** of **New Beginnings Church of God 7th Day International Florida Conference, Inc.**, on behalf of the corporation/agency.

He/She is personally known to me or produced FL DL as identification and did/did not first take an oath. (Type of Identification)

My Commission Expires: March 22, 2022

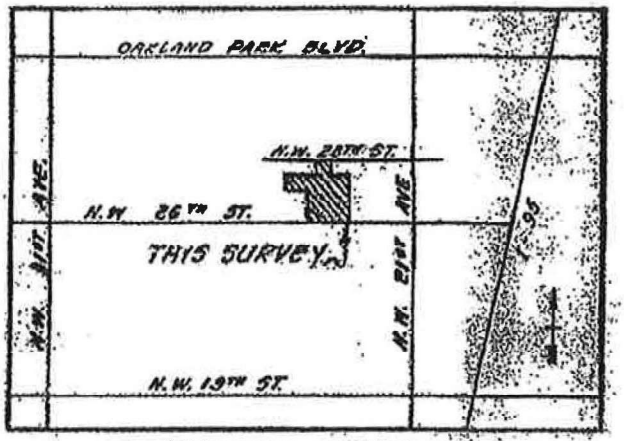
_____
Signature – Notary Public

(SEAL) SANDHERS PAUL Notary Public, State of Florida Commission# GG 199373 My comm. expires Mar. 22, 2022

SANDHERS Paul
Printed Name of Notary

GG199373
Notary's Commission No.

EXHIBIT A



DESCRIPTION

The West One-Half (W 1/2) of the South One Half (S 1/2) of the Southeast One-Quarter (SE 1/4) of the Northeast One Quarter (NE 1/4) of Section 29, Township 49 South, Range 42 East;
LESS the West 230 feet of the South 485 feet AND;
A portion of the Southeast One Quarter (SE 1/4) of the Southeast One Quarter (SE 1/4) of the Northeast One-Quarter (NE 1/4) of Section 29, Township 49 South, Range 42 East. Beginning at the Southwest corner of said Southeast One-Quarter (SE 1/4) of the Southeast One Quarter (SE 1/4) of the Northeast One Quarter (NE 1/4);
THENCE North along the West boundary of Southeast One-Quarter (SE 1/4) of the Southeast One Quarter (SE 1/4) of the Northeast One Quarter (NE 1/4) a distance of 654.33 feet to the North boundary of Southeast One-Quarter (SE 1/4) of the Southeast One Quarter (SE 1/4) of the Northeast One-Quarter (NE 1/4);
THENCE East along said North boundary a distance of 132.61 feet;
THENCE South a distance of 654.17 feet to the South boundary of said Southeast One-Quarter (SE 1/4) of the Southeast One Quarter (SE 1/4) of the Northeast One-Quarter (NE 1/4);
THENCE West along said South boundary a distance of 132.78 feet to the POINT OF BEGINNING;
LESS the South 25 feet of the above described parcel, dedicated as a public road being in Broward County, Florida, as recorded in ORB 2929, Page 515, Broward County Records, AND
Lot 16 in Block "A", of an unrecorded plat of ZILADEN PROPERTIES, more particularly described as follows:
Beginning at the Southwest corner of the North One Half (N 1/2) of Southeast One-Quarter (SE 1/4) of Northeast One Quarter (NE 1/4), Section 29, Township 49 South, Range 42 East;
THENCE Easterly along and parallel to the South line of North One Half (N 1/2) of Southeast One Quarter (SE 1/4) of Northeast One-Quarter (NE 1/4) a distance of 275.30 feet to the POINT OF BEGINNING,
THENCE Northerly 139.18 feet to a point;
THENCE Easterly 25.0 feet to a point;
THENCE Southerly 139.05 feet to a point;
THENCE Westerly 25.0 feet to the POINT OF BEGINNING;
As recorded in ORB 1494, Page 644, Broward County Records.
Said land situate within Broward County, Florida, containing 9.57 acres, more or less.

BROWARD County Public Schools

AERIAL PHOTOGRAPH AT ROCK ISLAND ANNEX

EXHIBIT B

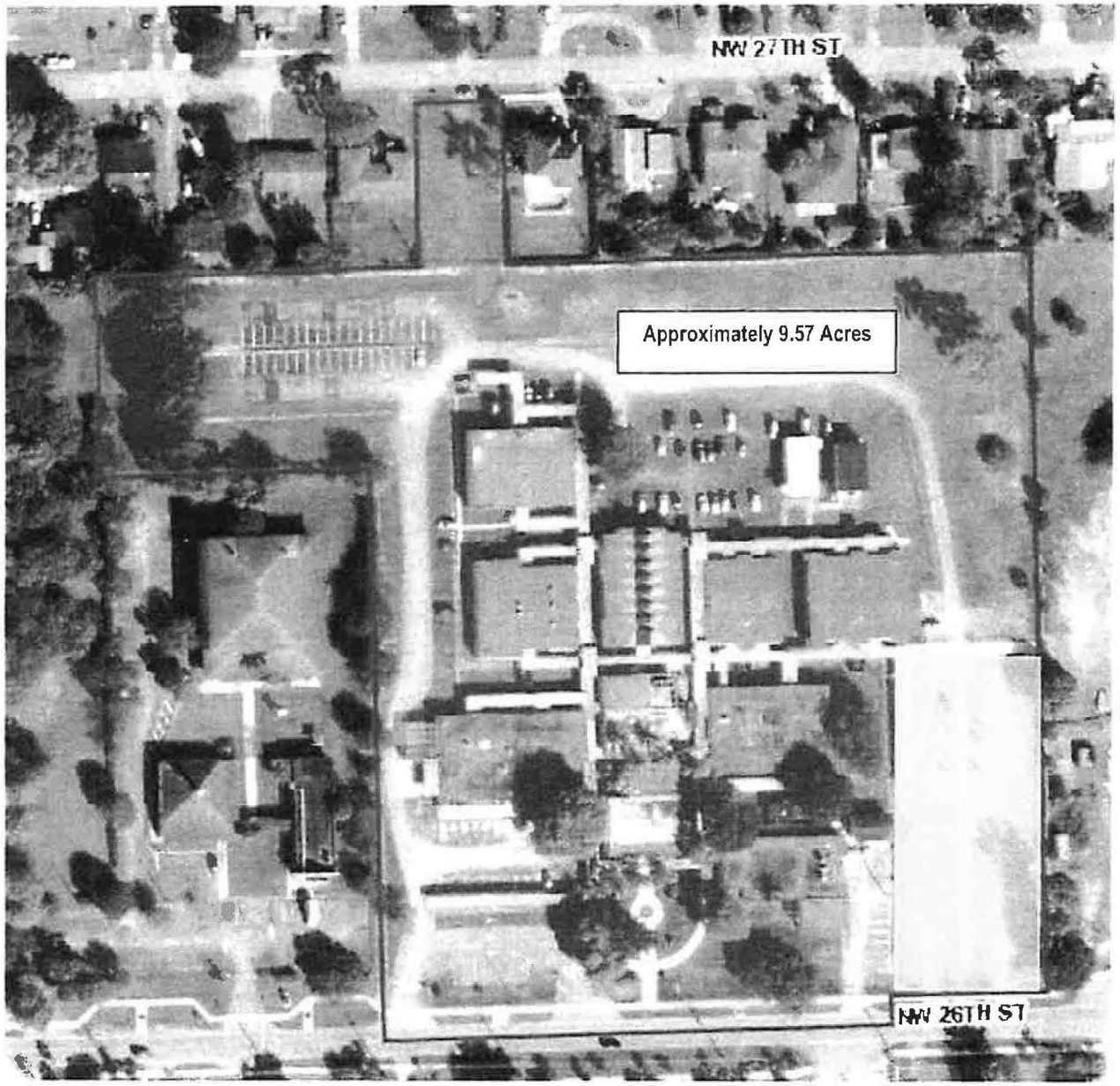


EXHIBIT "C"

Prepared by:
JOSEPH M. BALOCCO, JR., ESQ.
BALOCCO & ABRIL, PLLC
4332 E. Tradewinds Avenue
Lauderdale By-The-Sea, FL 33308

SPECIAL WARRANTY DEED

THIS INDENTURE, made this _____ day of _____, 202__, BETWEEN THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA, a body corporate and political subdivision of the State of Florida, whose post office address is: 600 SE Third Avenue, Fort Lauderdale, FL 33301, of the County of Broward and State of Florida, Grantor*, and _____, whose post office address is: _____, of the County of _____ and State of _____, Grantee*,

WITNESSETH, that said Grantor, for and in consideration of the sum of TEN and 00/100 ($10.00) DOLLARS, and other good and valuable consideration to said Grantor in hand paid by said Grantee, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the said Grantee, and Grantee's heirs and assigns forever, the following described land, situate, lying and being in _____ County, Florida, to-wit:

Legal Description attached hereto as Exhibit "A"
Tax Folio No. _____

SUBJECT TO land use designations, zoning restrictions, prohibitions and other requirements imposed by governmental authority none of which are hereby reimposed; the Permitted Encumbrances attached hereto as Exhibit "B"; and taxes for the year of closing and subsequent years.

Grantee, for itself and its heirs, successors and assigns, covenants and agrees that the Property shall never be used to enroll any students in classes earning credit towards graduation for Kindergarten through Grade 12.

In the event that the Grantee, its heirs, successors and assigns, violates the afore covenant, Grantor shall have all remedies available at law or equity, including but not limited to the right to injunctive relief.

and said Grantor will only warrant and forever defend the right and title to the above described property unto said Grantee against the claims of those persons claiming by, through or under Grantor, but not otherwise.

*"Grantor" and "Grantee" are used for singular or plural, as the context requires.

IN WITNESS WHEREOF, Grantor has hereunto set Grantor's hand and seal the day and year first above written.

Signed, sealed, and delivered in our presence:

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA, a body corporate and political subdivision of the State of Florida

_____

By: _____
Name: _____
Title: Chair

_____

ATTEST:

_____
Name: _____
Title: Superintendent of Schools

Approved as to form and legal content:

_____
Name: _____
Title: School Board Attorney

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 2021, by _____, in (his/her) capacity as Chair of The School Board of Broward County, Florida, a body corporate and political subdivision of the State of Florida, who is personally known to me or has produced _____ as identification.

[Notary Seal]

_____
Notary Public

_____
Name typed, printed or stamped
My Commission Expires: _____

SCHEDULE 1
RENT ROLL

Name of Lessee:	New Beginnings Church of God 7th Day International Florida Conference, Inc.
Lease Term:	Beginning Date – May 18, 2021; End Date – October 31, 2022; With an option for lessee to renew for an additional six (6) months prior to lease expiration.
Monthly Rent:	$720.00

Status: ORIGINAL

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

2026-10-13	Regular School Board Meeting
CATEGORY:	J. Capital Programs
DEPARTMENT:	Facility Planning & Real Estate

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

TITLE:

Joint Notice of Exercise of Option to Renew Lease Agreement - WCY Library

REQUESTED ACTION:

Approve the Joint Notice of Exercise of Option to Renew the Lease Agreement between the City of Pembroke Pines, Broward County, and The School Board of Broward County, Florida, for the Pembroke Pines Branch Library/Walter C. Young Resource Center. District 2

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
- Joint Renewal Notice
- Land Lease 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:	Samantha Au	Phone:	754-321-2536

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 Sep 29,

Electronic Signature

Form $4189 Revised 9/26

HH/JJS

Approved in Open Board Meeting On: October 13, 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

Joint Notice of Exercise of Option to Renew Lease Agreement – WCY Library

Board Meeting Date: October 13, 2026

Requested Action: Approve the Joint Notice of Exercise of Option to Renew the Lease Agreement between the City of Pembroke Pines, Broward County, and The School Board of Broward County, Florida, for the Pembroke Pines Branch Library/Walter C. Young Resource Center.

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 2	
School Board Policy Requirement	• N/A
Statutory Requirement	• N/A
If the School Board votes "Yes"	• Approval will authorize the School Board to execute the Joint Notice with Broward County and deliver it to the City of Pembroke Pines in accordance with the lease, thereby exercising the option to renew the lease for one additional twenty-year term.
If the School Board votes "No"	• If the School Board votes "No," the School Board will not approve or participate in the proposed joint exercise of the renewal option. Unless the option is otherwise validly exercised under Section 3 of the lease, the School Board's current leasehold interest will expire on December 2, 2026, potentially affecting future access to the library resources and services available through the joint-use facility.
Alignment to the 2027 Strategic Goals and Guardrails	• Business Operations
Measurable Outcome(s)/Return on Investment	• By exercising the renewal option, the School Board will maintain access to a shared library facility that provides library resources and services to Walter C. Young Middle School students, staff, and the community while preserving the School Board's rights under the lease agreement.

Background/History

On December 15, 1992, The School Board of Broward County, Florida and Broward County entered into an agreement to plan, fund, construct, and operate a joint-use library facility to serve both the students and staff of Walter C. Young Middle School and the general public. The agreement established the framework for shared responsibilities related to the operation, maintenance, and administration of the facility.

To facilitate the construction and operation of the library, The School Board of Broward County, Florida, Broward County, and the City of Pembroke Pines entered into a land lease agreement on December 3, 1996, for approximately 2.01 acres adjacent to Walter C. Young Middle School. The lease provides for an initial thirty (30) year term, expiring on December 2, 2026, and includes an option to renew the lease for one additional twenty (20) year term if exercised during the final year of the lease.

On May 17, 2023, the parties executed the 2023 First Amendment to Agreement, which documented completed building improvements and modernized certain provisions of the original agreement while preserving the parties' existing rights and obligations.

The proposed Joint Notice of Exercise of Option to Renew Lease Agreement will allow The School Board of Broward County, Florida and Broward County to exercise the renewal option and extend the lease term for an additional twenty (20) years beyond December 2, 2026, thereby supporting the continued operation of the Pembroke Pines Branch Library/Walter C. Young Resource Center. The Joint Notice exercises the existing renewal option only and does not amend or otherwise modify the lease.

During the renewal term, the parties will remain subject to the lease's existing provisions concerning permitted use, rent, utilities, maintenance, insurance, indemnification, legal compliance, and termination.

Section 6 of the lease preserves each tenant's right to terminate its individual leasehold interest upon one year's written notice to the City and the other tenant. The nonterminating tenant may elect to continue its tenancy by notifying the City in writing within sixty days after receiving the termination notice, in which event the remaining tenant assumes the annual rent specified for a sole remaining tenant. Accordingly, although the renewal term is twenty (20) years, each tenant retains the contractual right to terminate its individual leasehold interest upon one year's written notice in accordance with Section 6 of the lease.

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:	Twenty (20) years commencing on December 3, 2026, immediately following expiration of the current lease term, and continuing through December 2, 2046.
Multi-Year Agreement:	Yes: Twenty (20) Years.
Procurement Method:	**Piggyback Agreement** (Yes/No): No **Acquisition Method**: Exercise of Renewal Option under 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:

The renewal does not require a new capital appropriation or increase the nominal rent established under the existing lease. The District will continue to fund and perform its existing operational obligations associated with the facility, including utilities, maintenance, security, janitorial services, and other responsibilities established under the lease and related agreements.

New / Current Requested Agreement Authority

Agreement Authority Terms	Length of Agreement Terms	Total Agreement Amount
December 3, 2026, through December 2, 2046	240 Months	Nominal rent of $1.00 annually, plus continuing operational obligations under the lease and related agreements.

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**	
Subject to annual appropriation through the District's operating budget.	**Subject to annual appropriation through the District's operating budget.**	**Subject to annual appropriation through the District's operating budget.**	**Subject to annual appropriation through the District's operating budget.**	

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	Walter C. Young Middle School
School Selection /Prioritization	Not Applicable
Community/ Stakeholder Engagement	The proposed renewal supports the continued partnership among The School Board of Broward County, Florida, Broward County, and the City of Pembroke Pines for the operation of the joint-use library facility.
End-User Input	Not Applicable
Technology/Capital Expected Lifecycle/Replacement Cycle	Not Applicable

Additional Backup:

Joint Notice of Exercise of Option to Renew Lease Agreement
Land Lease Agreement

JOINT NOTICE OF EXERCISE OF OPTION TO RENEW LEASE AGREEMENT

VIA CERTIFIED OR REGISTERED U.S. MAIL, RETURN RECEIPT REQUESTED, AND PROFESSIONAL COURIER

City of Pembroke Pines
Attention: City Manager
10100 Pines Boulevard
Pembroke Pines, Florida 33026

Courtesy Copy: Charles Dodge, City Manager
601 City Center Way
Pembroke Pines, Florida 33025

Copy to: Samuel S. Goren, City Attorney
Goren, Cherof, Doody & Ezrol, P.A.
3099 East Commercial Boulevard, Suite 200
Fort Lauderdale, Florida 33308

RE: Exercise of Option to Renew Lease Agreement – Pembroke Pines Branch Library / Walter C. Young Resource Center

Dear Mr. Dodge:

Pursuant to Section 3 of that certain Lease Agreement dated December 3, 1996 (the "Lease"), by and among the City of Pembroke Pines (the "City"), as landlord, The School Board of Broward County, Florida (the "School Board"), and Broward County (the "County"), as joint tenants, under which the School Board and the County lease from the City the property located at 955 NW 129th Avenue, Pembroke Pines, Florida 33028, commonly known as the Pembroke Pines Branch Library / Walter C. Young Resource Center, the School Board and the County hereby give formal and unequivocal notice of their joint exercise of the option to renew the Lease for the additional twenty (20)-year term provided in Section 3.

This Joint Notice is delivered during the final year of the original thirty (30)-year lease term. The renewal term shall commence immediately upon expiration of the original lease term and shall continue for twenty (20) years thereafter, subject to the terms, covenants, and conditions of the Lease.

This Joint Notice is intended solely to exercise the renewal option set forth in Section 3 of the Lease and does not otherwise amend or modify the Lease.

This Joint Notice may be executed in counterparts, including counterparts transmitted electronically, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

The City is requested to acknowledge receipt of this Joint Notice in the space provided below. The City's acknowledgment is for confirmation of receipt only and is not a condition to the effectiveness of the School Board's and the County's exercise of the renewal option.

IN WITNESS WHEREOF, the School Board and the County have executed this Joint Notice through their duly authorized representatives.

BROWARD COUNTY, FLORIDA

By: _____
Monica Cepero
County Administrator
Date: 9/21/26

Approved as to form by:
Annika E. Ashton
Broward County Attorney
115 South Andrews Avenue, Suite 423
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600

By: Reno V. Pierre Digitally signed by Reno V. Pierre Date: 2026.09.15 14:42:35 -04'00'
Reno V. Pierre Date
Assistant County Attorney

By: Christina A. Price Digitally signed by Christina A. Price Date: 2026.09.15 14:42:48 -04'00'
Christina A. Price Date
Senior Assistant County Attorney

COUNTY COMMISSIONERS
CREATED
OCT 1st
1915
BROWARD COUNTY FLORIDA

JOINT NOTICE OF EXERCISE OF OPTION TO RENEW LEASE AGREEMENT

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

By: _____
Sarah Leonardi, Chair
Date: _____

ATTEST:

_____
Dr. Howard Hepburn
Superintendent of Schools

Approved as to form and legal content:

_____
Office of the General Counsel

ACKNOWLEDGMENT OF RECEIPT

The City of Pembroke Pines acknowledges receipt of this Joint Notice of Exercise of Option to Renew Lease Agreement on _____, 2026.

CITY OF PEMBROKE PINES

By: _____
Name: _____
Title: _____
Date: _____

RECEIVED
DEPT. OF PROPERTY MGMT
96 SEP -9 AM 11:10
SCHOOL BOARD OF BROWARD
COUNTY, FLORIDA

LAND

LEASE AGREEMENT

THIS AGREEMENT, made and entered into by and between:

THE CITY OF PEMBROKE PINES, organized and existing under the laws of the State of Florida, hereinafter referred to as "CITY",

AND

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA, a body corporate existing under the laws of the State of Florida, hereinafter referred to as "THE SCHOOL BOARD", and BROWARD COUNTY, a political subdivision of the State of Florida, hereinafter referred to as "COUNTY".

WITNESSETH:

WHEREAS, THE SCHOOL BOARD and the COUNTY have entered into an Agreement to plan, construct, fund and operate a Library facility upon the property described herein should it be leased to them by the CITY; and

WHEREAS, the CITY, THE SCHOOL BOARD and the COUNTY actively support and endorse the concept of providing a Broward County Library upon the subject property serving the general public and the students and faculty of the Walter C. Young Middle School; and

WHEREAS, the Library building constructed upon the subject property will be owned upon completion by the CITY.

NOW THEREFORE, in consideration of the mutual terms, conditions, promises, covenants and payments hereinafter set forth, the parties do mutually agree as follows:

1. RECITALS. The parties hereto agree that the foregoing recitals are true and correct and are incorporated herein by reference.

2. PROPERTY DESCRIPTION. The CITY does hereby lease to THE SCHOOL BOARD and the COUNTY, as joint tenants, and THE SCHOOL BOARD and the COUNTY, as joint tenants, do hereby lease from the CITY the following described property:

> A PARCEL OF LAND LOCATED IN SECTIONS 11 & 14, TOWNSHIP 51 SOUTH, RANGE 40 EAST, BROWARD COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
>
> BEGINNING AT THE SOUTHWEST CORNER OF THE "PEMBROKE PINES HUMAN RESOURCE CENTER" AS SHOWN IN PLAT BOOK 138, PAGE 8 OF THE PUBLIC RECORDS OF BROWARD COUNTY, SAID POINT ALSO BEING ON A CURVE OF THE NORTHEASTERLY RIGHT OF WAY LINE OF A PROPOSED 120 FOOT WIDE RIGHT OF WAY HAVING A LOCAL RADIAL BEARING OF SOUTH 35" 15' 43" WEST AND A RADIUS OF 2,133.48 FEET: THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 07" 29' 39" FOR A DISTANCE OF 279.06 FEET, THENCE NORTH 18" 13' 24" WEST, DEPARTING SAID PROPOSED RIGHT OF WAY LINE, A DISTANCE OF 48.63 FEET; THENCE NORTH 25" 47' 08" EAST, A DISTANCE OF 424.48 FEET TO A CURVE HAVING A RADIAL BEARING OF NORTH 64" 12' 52" WEST, AND A RADIUS OF 448.24 FEET AND A CENTRAL ANGLE OF 27" 31' 54". THENCE PROCEED NORTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 215.39 FEET TO A POINT OF CUSP; SAID POINT BEING ON THE WEST LINE OF SAID "PEMBROKE PINES HUMAN RESOURCE CENTER" THENCE SOUTH 01" 44' 46" EAST, ALONG SAID WEST LINE, A DISTANCE OF 783.18 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL. CONTAINING IN ALL 2.0118 ACRES.

hereinafter referred to as "Property".

3. TERM. The term for which THE SCHOOL BOARD and the COUNTY leases the Property is thirty (30) years from the last date of the execution of this Agreement. The CITY

grants THE SCHOOL BOARD and the COUNTY an option to renew this lease for a term of twenty (20) years. Said option may be exercised by THE SCHOOL BOARD and the COUNTY at any time during the last year of the term of this Lease. If only one of the Lessees remains in possession during the final year of this Lease, said remaining Lessee may exercise the aforesaid option.

4. RENT. THE SCHOOL BOARD and the COUNTY hereby covenant and agree to pay the CITY as rent for the Property, the sum of ONE DOLLAR ($1.00) each per year to be paid to the CITY on the yearly anniversary of the execution of this Lease Agreement. The last date of the execution of this Lease Agreement shall be the yearly anniversary of this Lease Agreement. The moneys payable by the COUNTY will be payable from funds other than those derived from ad valorem taxation.

5. PROPERTY AT TERMINATION OF LEASE. At the termination of this Lease by both tenants, any improvements made upon the Property shall become the property of the City of Pembroke Pines. However, all personalty and removable or detachable fixtures placed upon the Property may be removed and retained by the tenants.

6. TERMINATION OF LEASE. Each tenant has the right to terminate its leasehold upon one (1) years written notice to the CITY and to the other tenant of its intention to terminate. The exercise of this right to terminate shall relieve the tenant(s) of all obligations, liabilities, or the performance of this Lease Agreement as of the effective date of termination. The non-terminating tenant may elect to continue its tenancy upon the Property by notifying the CITY of such election in writing within sixty (60) days of receipt of the other tenant's notice to terminate its leasehold. Thereafter, the remaining tenant shall be obligated to pay as rent the sum of Two

Dollars ($2.00) per year to the City on the yearly anniversary of the execution of this Lease Agreement.

7. UTILITIES. THE SCHOOL BOARD and the COUNTY shall be responsible for any electricity, telephone service or other utilities used on the Property. THE SCHOOL BOARD and the COUNTY may allocate between themselves such costs under separate agreement if they so choose.

8. MAINTENANCE AND REPAIRS. It is acknowledged and agreed that the Property at the onset of this Lease Agreement is in the nature of unimproved land. During the term of this Agreement, THE SCHOOL BOARD and the COUNTY are responsible for the maintenance of any improvements, alterations and additions they may erect upon the Property and are further required to maintain the exterior of such structure(s) and any landscaping they may place upon the Property.

9. TENANT'S DEFAULT. The occurrence of any one or more of the following events shall constitute a default and breach of this Lease Agreement by THE SCHOOL BOARD and the COUNTY:

a) The failure by Tenants to make payment of rent under the terms of this Lease Agreement, when due, where such failure shall continue for a period of thirty (30) days after service by certified mail upon THE SCHOOL BOARD and the COUNTY of a notice from the CITY stating that the same is due;

b) The Property comes into the hands of any person other than as expressly permitted under this Lease Agreement;

c) The assignment, transfer, mortgage, subletting, encumbrance of this Lease Agreement or execution or attachment thereon by THE SCHOOL BOARD or the COUNTY; or

d) The failure by THE SCHOOL BOARD or the COUNTY to observe or perform any of the material terms, covenants, or conditions of this Lease Agreement to be observed or performed by them where such failure shall continue for a period of thirty (30) days after written notice thereof by certified mail from the CITY to THE SCHOOL BOARD and the COUNTY; provided, however, that if the nature of the default is such that more than thirty (30) days are reasonably required for its cure, then THE SCHOOL BOARD and the COUNTY shall not be deemed to be in default if they commence curative measures within said thirty (30) day period and thereafter diligently prosecute such cure to completion.

Except to the extent of THE SCHOOL BOARD's and the COUNTY's rights to cure upon default hereunder, or during the continuance thereof, the CITY may, at its option, upon written notice to THE SCHOOL BOARD and the COUNTY, designate a date not less than one hundred eighty (180) days from the giving of such notice on which this Lease and all rights of THE SCHOOL BOARD and the COUNTY shall terminate. In the event of such election by the CITY, THE SCHOOL BOARD and the COUNTY shall have no further obligations or liabilities under this Lease Agreement.

10. REMEDIES IN DEFAULT. After the expiration of any grace periods or cure periods in the event of any such default or breach by THE SCHOOL BOARD and the COUNTY, the CITY may at any time thereafter, in its sole discretion, with or without notice or demand and without limiting the CITY in the exercise of any right or remedy which the CITY may have by reason of such default or breach; terminate THE SCHOOL BOARD's and the COUNTY's right

to possession of the Property by any lawful means. Each party to this Lease Agreement expressly retains and reserves any and all immunities, defenses, claims or set-offs it possesses under applicable law.

11. ASSIGNMENT AND SUBLETTING. The Tenants shall not assign the right of occupancy under this Lease Agreement, or any other interest therein, or sublet the Property, or any portion thereof, without the prior written consent of the CITY, which consent shall not be unreasonably withheld. Notwithstanding any assignment of the Lease or the subletting of the Property, or any portion thereof, the Tenants shall continue to be liable for the performance of the terms, covenants, and conditions of this Lease Agreement, including, but not limited to, the payment of Rent, and any additional amounts due hereunder.

Notwithstanding the above, or any provision of this Lease, under no circumstances shall the Tenants mortgage, pledge, encumber, or involuntarily assign (whether by operation of law, legal process, or otherwise) this Lease Agreement, the Property, or Tenants' leasehold estate. In the event of any violation of the preceding sentence, or of any assignment or subletting not in strict conformance with the provisions of this Article, same shall constitute a breach and default of this Lease Agreement which shall entitle the CITY to immediately terminate this Lease Agreement and exercise all the remedies provided to the CITY hereunder, and under applicable Florida law.

12. 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 public health unit. This notification is provided as required by Section 404.056(8), Florida Statutes. The parties agree to share equally the cost of radon testing should it be necessary.

13. USES PROHIBITED. THE SCHOOL BOARD and the COUNTY shall not do or permit anything to be done on or about the Property nor bring or keep anything thereon which is not within the permitted use of the Property. THE SCHOOL BOARD and the COUNTY shall not commit or allow to be committed any waste in or upon the Property; nor shall THE SCHOOL BOARD and COUNTY cause, maintain or permit any nuisance in, on or about the Property; nor shall THE SCHOOL BOARD and the COUNTY use or allow the Property to be used for any improper, immoral, unlawful or objectionable purpose.

14. PERMITTED USE. THE SCHOOL BOARD and the COUNTY may construct and operate upon the Property a Broward County Library serving the general public and the students and faculty of the Walter C. Young Middle School and conduct upon the Property all programs, functions and operations customary and/or appropriate for such a facility. Library uses may include an audio/video room and a gift shop.

15. RECONSTRUCTION. The CITY shall not be responsible for any damage caused to any improvements, alterations or additions effected upon the Property by fire or other cause, or to make any repairs or replacements of any leasehold improvements, fixtures, or other personal property of THE SCHOOL BOARD or the COUNTY upon the Property.

16. COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT ("ADA" OR "ACT") AND OTHER LAWS. Notwithstanding anything contained in this Lease Agreement to the contrary, (a) to the extent allowed by Florida law, THE SCHOOL BOARD and

the COUNTY shall be responsible and required to ensure that their operations upon the Property are in compliance with the ACT and the regulations interpreting the ACT currently in effect or hereafter promulgated; (b) to the extent allowed by Florida law, THE SCHOOL BOARD agrees to indemnify, hold harmless and defend the CITY from and against any claim, demand or cause of action of whatsoever kind or nature sustained by the CITY and arising out of the error, act, omission or negligent act of THE SCHOOL BOARD in connection with THE SCHOOL BOARD's compliance with the ADA; (c) to the extent allowed by Florida law, the COUNTY agrees to indemnify, hold harmless and defend the CITY from and against any claim, demand or cause of action of whatsoever kind or nature sustained by the CITY and arising out of the error, act, omission or negligent act of the COUNTY in connection with the COUNTY's compliance with the ADA; (d) the CITY shall not be obligated to comply with ACT and the regulations interpreting the ACT currently in effect or hereafter promulgated with regard to any improvements, additions and alterations erected upon the Property by THE SCHOOL BOARD and the COUNTY; and (e) the CITY may not withhold consent for ADA alterations to be made upon the Property by THE SCHOOL BOARD and the COUNTY so long as the costs of such ADA alteration are paid by THE SCHOOL BOARD and the COUNTY.

THE SCHOOL BOARD and the COUNTY shall not use the Property, or permit anything to be done in or about the Property, which shall in any way conflict with any applicable general law, statute, ordinance or governmental rule or regulation. THE SCHOOL BOARD and the COUNTY shall, at their sole cost and expense, throughout the Lease Term, promptly comply with all laws, statutes, ordinances and governmental rules, regulations or requirements now in force, or which may hereafter be in force, and with the requirements of any board of fire

underwriters or other similar bodies now or hereafter constituted relating to or affecting the condition, use or occupancy of any improvements, alterations and additions erected upon the Property by THE SCHOOL BOARD and the COUNTY.

17. IMPROVEMENTS, ALTERATIONS AND ADDITIONS. The parties acknowledge and agree that the purpose of THE SCHOOL BOARD and the COUNTY in obtaining the Property is to plan, construct, fund and operate a Library facility upon the Property. THE SCHOOL BOARD and the COUNTY shall obtain the prior written consent of the CITY for any other improvements, alterations or additions to be made upon the Property, and such consent from the CITY shall not be unreasonably withheld.

18. INSURANCE. THE SCHOOL BOARD, the COUNTY and the CITY shall carry and maintain, at their cost and expense, the following types of insurance, in the amounts specified and in the form hereafter designated:

a) Public Liability and Property Damage. During the Lease Term, the CITY shall purchase and maintain insurance against public liability including that from personal injury or property damage in or about the Property resulting from the occupation, use, or operation of the Property, insuring the CITY, THE SCHOOL BOARD and the COUNTY, in amounts of not less than One Million Dollars ($1,000,000) for property damage and personal injury with a Zero Dollar ($0.00) deductible. Property Damage Liability Insurance shall include coverage for the following hazards: X - explosion; C - collapse; U - underground. The CITY, THE SCHOOL BOARD and the COUNTY shall each bear one-third of the premiums for such insurance;

b) Workers' Compensation Insurance shall be maintained by THE SCHOOL BOARD for its employees, by the CITY for its employees, and by the COUNTY for its employees. Workers' compensation liability shall comply with Chapter 440, Florida Statutes;

c) During construction operations, an all risk builders risk policy will be issued and maintained at 100% of replacement value - completed form, with the CITY, the COUNTY and THE SCHOOL BOARD as named insureds.

Upon completion and certification to occupy, an all-risk property insurance policy shall be obtained naming THE SCHOOL BOARD, the COUNTY, and the CITY as insureds. Such policy will include building and contents coverages with premium payment shared equally by the CITY, the COUNTY, and THE SCHOOL BOARD. Any deductible applicable thereunder shall be borne equally amongst the three parties of this Lease Agreement. Amounts of coverages under said policy shall equal 100% replacement value.

d) All insurance required herein shall be evidenced by certificate(s) of insurance reflecting thirty (30) day prior written notice of cancellation and/or restrictions. All insurers shall be authorized to conduct business in the State of Florida.

If during the term of this Lease the CITY, the COUNTY, or THE SCHOOL BOARD should wish to review the insurance requirements stated herein or propose other appropriate insurance, a notice to the other parties requesting their consideration of the proposal may be given for a review and response. Such response should be made no later than sixty (60) days of receipt.

19. INDEMNIFICATION. To the extent permitted by Florida law, THE SCHOOL BOARD agrees to indemnify, hold harmless and defend the CITY from and against any claim,

demand or cause of action of whatsoever kind or nature sustained by the CITY in connection with THE SCHOOL BOARD's use and occupancy of the Property and arising out of the negligence of THE SCHOOL BOARD or THE SCHOOL BOARD's employees, agents or officers. Such indemnification specifically excludes claims, demands or causes of action arising from the negligence of the CITY or the COUNTY or their respective employees, agents and officers.

To the extent permitted by Florida law, the COUNTY agrees to indemnify, hold harmless and defend the CITY from and against any claim, demand or cause of action of whatsoever kind or nature sustained by the CITY in connection with the COUNTY's use and occupancy of the Property and arising out of the negligence of the COUNTY or the COUNTY's employees, agents or officers. Such indemnification specifically excludes claims, demands or causes of action arising from the negligence of the CITY or THE SCHOOL BOARD or their respective employees, agents or officers.

The aforesaid indemnification provisions shall not be limited to the amount of comprehensive general liability insurance which is provided under this Lease Agreement. The parties understand and agree that the covenants and representations relating to this indemnification provision shall survive the term of this Lease Agreement and continue in full force and effect as to the party's responsibility to indemnify.

Nothing herein is intended nor shall be construed to waive any party's rights and immunities under the common law; or Section 768.28, Florida Statutes; or applicable law.

20. NOTICES. Any notices under this Lease Agreement shall be given in writing by mailing the same by United States Mail, postage prepaid, certified or registered mail, return

receipt requested, or by hand delivering the same by professional courier, addressed to the CITY, THE SCHOOL BOARD or the COUNTY, as the case may be, at the respective addresses set out opposite their names below, or at such other address as they may hereafter specify by written notice delivered in accordance herewith:

THE SCHOOL BOARD:	Superintendent of Schools The School Board of Broward County, Florida 600 Southeast Third Avenue - 10th Floor Fort Lauderdale, Florida 33301
WITH COPY TO:	Office of the General Counsel The School Board of Broward County, Florida 600 Southeast Third Avenue - 11th Floor Fort Lauderdale, Florida 33301
THE COUNTY:	County Administrator 115 South Andrews Avenue Fort Lauderdale, Florida 33301
WITH COPY TO:	John J. Copeland, Jr., County Attorney 115 South Andrews Avenue - Suite 423 Fort Lauderdale, Florida 33301
THE CITY:	City of Pembroke Pines 10100 Pines Boulevard Pembroke Pines, Florida 33026 Attention: City Manager
WITH COPY TO:	Josias & Goren 3099 East Commercial Boulevard Suite 200 Fort Lauderdale, Florida 33308 Attention: Steven L. Josias, Esquire

IN WITNESS WHEREOF, the parties have made and executed this Lease Agreement on the respective dates under each signature.

THE SCHOOL BOARD

(CORPORATE SEAL)

ATTEST:

DR. FRANK R. PETRUZIELO as Superintendent of Schools and Secretary of The School Board of Broward County, Florida

DATED: 9/17/96, 1996.

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

By
LOIS WEXLER, Chairperson

Approved as to Form:

By
EDWARD J. MARKO, School Board Attorney

THE COUNTY

(CORPORATE SEAL)

ATTEST:

By
COUNTY ADMINISTRATOR and Ex Officio Clerk of the Board of County Commissioners of Broward County, Florida

DATED: _____, 1996.

Approved as to Risk Management Requirements

COUNTY RISK MANAGEMENT DIVISION

BROWARD COUNTY, through its BOARD OF COUNTY COMMISSIONERS

By
, Chairperson

Approved as to Legal Form by
Office of County Attorney,
Broward County, Florida
JOHN J. COPELAND, JR., County Attorney, Government Center,
115 South Andrews Avenue - Suite 423
Fort Lauderdale, Florida 33301
Telephone: (954)357-7600
Telecopier: (954)357-7641

By
RAFAEL E. SUAREZ-RIVAS
Assistant County Attorney

THE SCHOOL BOARD

(CORPORATE SEAL)

ATTEST:

DR. FRANK R. PETRUZIELO as Superintendent of Schools and Secretary of The School Board of Broward County, Florida

DATED: 9/17/96, 1996.

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

By
LOIS WEXLER, Chairperson

Approved as to Form:

By
EDWARD J. MARKO, School Board Attorney

THE COUNTY

(CORPORATE SEAL)

ATTEST:

By
COUNTY ADMINISTRATOR and Ex Officio Clerk of the Board of County Commissioners of Broward County, Florida

DATED: December 3, 1996.

Approved as to Risk Management Requirements

COUNTY RISK MANAGEMENT DIVISION

BROWARD COUNTY, through its BOARD OF COUNTY COMMISSIONERS

By
, Chairperson

Approved as to Legal Form by
Office of County Attorney,
Broward County, Florida
JOHN J. COPELAND, JR., County Attorney, Government Center,
115 South Andrews Avenue - Suite 423
Fort Lauderdale, Florida 33301
Telephone: (954)357-7600
Telecopier: (954)357-7641

By
RAFAEL E. SUAREZ-RIVAS
Assistant County Attorney

THE CITY

(CORPORATE SEAL)

ATTEST:

CITY CLERK

THE CITY OF PEMBROKE PINES

By

DATED 11/6/96, 1996.

s:\allyork\cboard\contract\pemb0903

Approved as to form
Susan Bruckheim
Assistant City Attorney

96 NOV 14 AM 8 36

REAL PROPERTY

Status: ORIGINAL

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

2026-10-13	Regular School Board Meeting
CATEGORY:	J. Capital Programs
DEPARTMENT:	Capital Program

Agenda Item Number:	5.
Consent Item:	Consent
Special Order:	NO
Time for Special Order:	

TITLE:

Eighth Amendment to PSA, M.C. Harry - Atlantic Technical College, P.000415

REQUESTED ACTION:

Approve the Eighth Amendment to the Professional Services Agreement (PSA) between The School Board of Broward County, Florida (SBBC), and M.C. Harry and Associates, Inc. (M.C. Harry). District 7

RATIONALE:

For the Requested Action(s), Background/History, Alignment to 2027 Goals and Guardrails, Measurable Outcome(s)/Return on Investment (ROI), and Financial Impact, please see the Executive Summary.
This Board Item has been reviewed and approved as to legal form and content by the Office of the General Counsel.

EXHIBITS:

- Executive Summary
- Eighth Amendment
- PSA and Amendments 1-7
- Collaboration Form

FINANCIAL IMPACT:

This item authorizes $713,812 to M.C. Harry 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 Sep 29,

Electronic Signature
Form $4189 Revised 9/26
HH/JJS

Approved in Open Board Meeting On: October 13, 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

Eighth Amendment to PSA, M.C. Harry – Atlantic Technical College, P.000415

Board Meeting Date: October 13, 2026

Requested Action:
Approve the Eighth Amendment to the Professional Services Agreement (PSA) between The School Board of Broward County, Florida (SBBC), and M.C. Harry and Associates, Inc. (M.C. Harry).

General Information

The following information outlines the governing authority, Districtwide implications, historical background, strategic alignment with the 2027 goals and guardrails, and the anticipated measurable outcomes and return on investment related to this agenda item.

District-zone Impact: District 7	
School Board Policy Requirement	• N/A
Statutory Requirement	• N/A
If the School Board votes "Yes"	• M.C. Harry's Basic Fee will increase by $713,812 based on the PSA's fee-adjustment provisions. The PSA establishes the Basic Fee as a percentage of the project's construction cost, referred to as the Fixed Limit of Construction Cost (FLCC), and allows the Basic Fee to be adjusted when Owner-approved scope changes or construction cost increases result in an increased FLCC.
If the School Board votes "No"	• M.C. Harry could assert a contractual claim for additional compensation, which may require resolution through the dispute resolution process provided in the PSA. • SBBC may incur additional administrative or legal costs to resolve a compensation dispute. • An unresolved compensation discrepancy could result in audit findings or internal compliance concerns.
Alignment to 2027 Goals and Guardrails	• Business Operations
Measurable Outcome(s)/Return on Investment	• Success will be measured by execution of the Eighth Amendment, issuance of a fully executed Authorization to Proceed and corresponding Purchase Order, and payment of the $713,812 increase to M.C. Harry in accordance with the amended PSA.

Background/History
On June 21, 2016, SBBC approved the PSA with M.C. Harry to provide professional design services for Project P.000415, the Primary Renovation Project at Atlantic Technical College. At that time, M.C. Harry's Basic Fee was established as a percentage of the estimated construction cost, referred to in the PSA as the FLCC. The Basic Fee includes compensation for the PSA's Basic Services throughout the project lifecycle, including design, bidding and award, and construction administration.

The original Basic Fee was calculated using the PSA fee chart, which assigns a fee percentage based on the project's construction value range and complexity category. Based on the initial FLCC of $6,154,985, the applicable fee percentage was 9.0 percent, resulting in an original Basic Fee of $553,949 for M.C. Harry's Basic Services. Pursuant to Article 2.1.2 of the PSA, the Basic Fee is subject to recalculation when Owner-approved scope changes or increases in construction cost result in an increase to the FLCC.

Prior FLCC Adjustments During Design
As the project progressed through design, SBBC approved changes to the project scope through prior amendments to the PSA. Some of those changes increased the estimated construction cost, or FLCC, used to calculate M.C. Harry's Basic Fee.

Two prior amendments are relevant to this recalculation. The First Amendment, approved on October 17, 2017, added exterior chilled water line replacement scope and increased the FLCC by $1,000,000. The Third Amendment, approved on July 23, 2019, added fire line scope and increased the estimated FLCC by $571,200. Together, these two amendments increased the FLCC by $1,571,200, and M.C. Harry's Basic Fee was adjusted based on those increases at that time.

Construction Award and Revised FLCC
On March 7, 2023, SBBC approved a construction agreement with West Construction, Inc., in the amount of $16,486,041, with a construction duration of 660 calendar days to achieve Substantial Completion. The awarded construction agreement established the construction cost amount, or FLCC, for the project.

For this Eighth Amendment, the Basic Fee is being recalculated using the FLCC of $16,486,041, less the $1,571,200 in FLCC increases that were already approved and addressed through the First and Third Amendments. This results in a revised FLCC of $14,914,841 for purposes of this Basic Fee recalculation.

Calculation Item	Amount
Awarded construction agreement amount / FLCC	$16,486,041
Less: FLCC increase previously addressed through First Amendment	($1,000,000)
Less: FLCC increase previously addressed through Third Amendment	($571,200)
Revised FLCC used for this Basic Fee recalculation	**$14,914,841**

Recalculated Basic Fee
Using the PSA fee chart, the revised FLCC of $14,914,841 falls within the $10 million to $15 million construction value range for a complex project. Therefore, the applicable fee percentage is 8.5 percent. Applying 8.5 percent to the revised FLCC results in a recalculated Basic Fee of $1,267,761 (rounded to nearest whole dollar amount).

Requested Basic Fee Increase
The original Basic Fee established in 2016 was $553,949. The recalculated Basic Fee is $1,267,761, resulting in an increase of $713,812. This Eighth Amendment increases the Basic Fee by $713,812 to align M.C. Harry's Basic Fee with the revised FLCC. This adjustment applies only to the Basic Fee and does not change the existing PSA allowances for Reimbursable Expenses or Supplemental Services contingency, which remain unchanged.

Calculation Item	Amount
Recalculated Basic Fee	$1,267,761
Less: Original Basic Fee	($553,949)
Basic Fee increase requested by Eighth Amendment	**$713,812**

Additionally, the Basic Fee recalculation aligns construction administration services with the awarded 660-day construction duration, as those services are included within the PSA's Basic Services.

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 16-082F
Project Consultant:	M.C. Harry and Associates, Inc.
Agreement Type:	Professional Services Agreement
Project/Facility:	Project P.000415, Primary Renovation/Atlantic Technical College
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	06/21/16	Professional Services Agreement	$553,949	$25,051 (Allowance)	$579,000
First Amendment	10/17/17	Chilled Water Line Replacement	$99,022	$0	$99,022
Second Amendment	03/20/18	Amended Agreement Provisions	$0	$0	$0
Third Amendment	07/23/19	New Fire Main, Fire Hydrants, and FDC	$35,173	$15,000 (Contingency)	$50,173
Fourth Amendment	06/14/22	Contract Form Update (Form 01250g)	$0	$0	$0
Fifth Amendment	05/09/23	Addition of LWIC to All Roofs	$23,842	$0	$23,842
Sixth Amendment	05/13/25	Additional Pre-Bid Services	$8,060	$0	$8,060
Seventh Amendment	11/12/25	Building 13 Castaldi Report	$15,186	$0	$15,186
Requested Action	**Date**	**Description**	**Basic Fee**	**Allowances & Contingency**	**Total**
Eighth Amendment	10/13/26	FLCC Adjustment	$713,812	$0	$713,812
Total Agreement Amount Following Requested Action			**$1,449,044**	**$40,051**	**$1,489,095**

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 $713,812 in compensation to M.C. Harry and increases the PSA Basic Fee amount accordingly.
2. Sufficient funds are available within the approved FY27 Capital Fund budget for this project.

FY27 Project Budget Summary

Project Number	Project Name	Current Budget	Project Phase
P.000415	Primary Renovation	$21,874,240.00	Construction
P.000415-RC1	Re-Roofing	$4,077,400.00	Final Completion
P.000415-RC2	Canopy Repair	$697,600.00	Award
	Total Budget	**$26,649,240.00**	

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	**Atlantic Technical College**
Project Number	**P.000415**
Project Title	**Primary Renovation**
Project Team	**General Contractor:** West Construction, Inc. **Project Consultant (A/E):** M.C. Harry and Associates, Inc.

Project Description	• Installation of new fire sprinkler systems, including fire main, hydrants, fire loop, and connection to public water supply
	• Building envelope improvements
	  ○ Re-roofing and related repairs to Building 3
	  ○ Re-roofing of concrete covered walkways
	  ○ Exterior painting
	  ○ Exterior door hardware replacement
	• HVAC improvements
	  ○ Replacement of chiller, cooling towers, and chilled water lines
	  ○ Replacement of select air handling units
	  ○ Upgrade controls to DDC
	  ○ Ductwork replacement
	  ○ Associated interior repairs
	• Media Center improvements
	  ○ Ceiling tile replacement
	  ○ LED lighting upgrades

Construction Schedule	**Construction Commencement Date:** June 5, 2023 **Projected Substantial Completion:** January 31, 2027 **Projected Final Completion:** March 2, 2027
Current Status	The construction phase is 78% complete. Current activities include final roofing work, installation of building controls, interior painting, commissioning and controls integration for mechanical systems, and campus-wide flushing of new chilled-water lines. Electrical infrastructure upgrades have been completed, and project closeout activities and inspections are ongoing as the project advances toward completion.

Additional Backup:

List of Exhibits and Supporting Documents

- Eighth Amendment
- PSA and Amendments 1-7
- Collaboration Form

EIGHTH AMENDMENT
TO
PROFESSIONAL SERVICES AGREEMENT

BETWEEN
THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA, AND
PROJECT CONSULTANT FOR ARCHITECTURAL/ENGINEERING SERVICES

This Eighth Amendment to the Professional Services Agreement ("Agreement") between The School Board of Broward County, Florida, ("SBBC" or "Owner") and M.C. Harry and Associates, Inc. ("Project Consultant") for **RFQ 16-082F Design Professional Services** dated June 21, 2016, is entered into this _____ day of _____ 2026 by and between the Owner and the Project Consultant for the following project:

Facility:	**Atlantic Technical College**
Site No.:	**2221**
Project Name:	**SMART Program Renovations**
Project No.:	**P.000415**

A. **WHEREAS**, the Owner and Project Consultant acknowledge and agree that the Agreement between Owner and Project Consultant dated June 21, 2016, is in full force and effect as revised by the First Amendment dated October 17, 2017, the Second Amendment dated March 20, 2018, the Third Amendment dated July 23, 2019, the Fourth Amendment dated June 14, 2022, the Fifth Amendment dated May 9, 2023, the Sixth Amendment dated May 13, 2025, the Seventh Amendment dated November 12, 2025, and this Eighth Amendment; and

B. **WHEREAS**, pursuant to Article 2.1.2 of the Agreement, the Project Consultant's Basic Services compensation ("Basic Services fee" or "Basic Fee") is established as an agreed percentage based on the scale as shown on Attachment 6 of the Agreement, with the amount identified in the Authorization to Proceed, and fees will be adjusted with project scope changes and construction cost increases approved by the Owner.

C. **WHEREAS**, the original Agreement established Basic Services fee in the amount of $553,949.00 based upon the then-established Fixed Limit of Construction Cost ("FLCC") of $6,154,985.00 and a fee percentage of nine percent (9.0%) as set forth in Attachment 6.b of the Agreement for a complex project within the $4,000,000.00 to $10,000,000.00 construction value range.

D. **WHEREAS**, the First Amendment to the Agreement, dated October 17, 2017, authorized the replacement of exterior chilled water lines, increased the Project Consultant's Basic Services fee by $99,022.00, and increased the FLCC by $1,000,000.00.

E. **WHEREAS**, the Third Amendment to the Agreement, dated July 23, 2019, authorized additional fire line scope, increased the Project Consultant's Basic Services fee by $35,173.00, and the Parties subsequently agreed that such scope resulted in an estimated FLCC increase of $571,200.00 for purposes of this adjustment to the Basic Services fee.

F. **WHEREAS**, on March 7, 2023, SBBC approved award of a construction agreement to West Construction, Inc. in the amount of $16,486,041.00, establishing the awarded construction agreement value and a construction duration of 660 calendar days to achieve Substantial Completion of the Project.

G. **WHEREAS**, the Owner's Program Manager, AECOM, Inc., and District staff successfully negotiated and hereby recommend additional Basic Services fees and alignment of Construction Administrative Services as set forth herein in this Eighth Amendment to Agreement ("Eighth Amendment").

H. **WHEREAS**, the Owner and the Project Consultant agree and desire to amend the Agreement to increase the Project Consultant's Basic Services fee by $713,812.00.

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.** The Agreement is hereby amended, by interlineation, as follows:

a) Adjustment of Project Consultant's Basic Services Fee. Pursuant to Article 2.1.2 of the Agreement, the Agreement is amended to adjust the Project Consultant's Basic Services fee to increase by Seven Hundred Thirteen Thousand, Eight Hundred Twelve Dollars and 00/100 Cents ($713,812.00) as detailed below.

i. For purposes of recalculating the Project Consultant's Basic Services fee pursuant to Article 2.1.2 of the Agreement, the construction agreement SBBC awarded to West Construction, Inc. at a value of $16,486,041.00, less the prior Fixed Limit of Construction Cost ("FLCC") increases associated with the First Amendment (i.e. $1,000,000.00) and Third Amendment (i.e. $571,200.00) totaling $1,571,200.00, establishes a revised FLCC of $14,914,841.00.

	Fixed Limit of Construction (FLCC)
Construction Agreement SBBC Awarded to West Construction, Inc.	$16,486,041.00
First Amendment	($1,000,000.00)
Third Amendment	($571,200.00)
Revised FLCC Total	**$14,914,841.00**

ii. Pursuant to Attachment 6.b of the Agreement, the applicable fee percentage for a complex project within the construction value range of $10,000,000 to $15,000,000 is eight and one-half percent (8.5%), which, when applied to the revised FLCC of $14,914,841.00, results in a revised Basic Services fee of $1,267,761.00.

	$14,914,841.00
	x .085
Revised Basic Services Fee	$1,267,761.00

iii. Subtracting the original Basic Services fee of $553,949.00 from the adjusted Basic Services fee of $1,267,761.00 results in a net increase of $713,812.00.

	Basic Services Fee
Adjusted Basic Services fee	$1,267,761.00
Original Basic Services fee	($553,949.00)
Net increase to Basic Services fee	**$713,812.00**

b) Alignment of Construction Administration Services.

i. Attachment 6.a of the Agreement established the schedule assumptions for Basic Services, including Construction Administration ("CA") Services associated with an anticipated construction duration of 335 calendar days to Substantial Completion.

ii. The construction agreement SBBC awarded to West Construction, Inc. has a construction duration of 660 calendar days to Substantial Completion, that exceeds the originally anticipated duration incorporated into the Agreement.

iii. The recalculation and adjustment of the Project Consultant's Basic Services fee, based upon the revised FLCC, aligns CA Services with the duration of the construction agreement SBBC awarded to West Construction, Inc.

c) Basic Fee. The Project Consultant's adjustment to the Basic Services fee under this Eighth Amendment is a total of Seven Hundred Thirteen Thousand, Eight Hundred Twelve Dollars and 00/100 Cents ($713,812.00).

Agreement	Basic Fee	Allowances - Reimbursable Expenses	Supplemental Services Contingency	Total
Original Agreement	$553,949	$25,051	$0	**$579,000**
First Amendment	$99,022	$0	$0	**$99,022**
Second Amendment	$0	$0	$0	**$0**
Third Amendment	$35,173	$0	$15,000	**$50,173**
Fourth Amendment	$0	$0	$0	**$0**
Fifth Amendment	$23,842	$0	$0	**$23,842**
Sixth Amendment	$8,060	$0	$0	**$8,060**
Seventh Amendment	$15,186	$0	$0	**$15,186**
Eighth Amendment	$713,812	$0	$0	**$713,812**
Grand Total	**$1,449,044**	**$25,051**	**$15,000**	**$1,489,095**

d) Payment. Payment to Project Consultant for Basic Services fees under this Eighth Amendment may be requested monthly, on the Owner's standard invoice format, in proportion to the services performed. Additionally, the Project Consultant shall submit a certified invoice and attach to the invoice all supporting data required by District Staff for payments made to Sub-Consultants engaged on the project or task pursuant to Part 2 – Article 1 of the Agreement.

3. **Other Provisions Remain in Force**. 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 16-082F, the more stringent provisions shall prevail. If the Agreement (and any of its Amendments) are silent on an issue that is contained in RFQ 16-082F, the provisions of RFQ 16-082F shall be followed.

a) This Eighth Amendment to Agreement; then
b) the Seventh Amendment to Agreement; then
c) the Sixth Amendment to Agreement; then
d) the Fifth Amendment to Agreement; then
e) the Fourth Amendment to Agreement; then
f) the Third Amendment to Agreement; then
g) the Second Amendment to Agreement; then
h) the First Amendment to Agreement; then

i) the Agreement; then
j) the RFQ 16-082F Design Professional Services Atlantic Technical College; then
k) the Project Consultant's Proposal in response to RFQ 16-082F.

5. **Authority.** Each person signing this Eighth Amendment on behalf of either party warrants that he or she has full legal power to execute this Eighth 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 Eighth Amendment.

IN WITNESS WHEREOF, the parties hereto have caused this Eighth 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 PAGES FOLLOW]

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: 2026.09.25 13:05:54 -04'00'

Note: M.C. Harry and Associates, Inc. - 8th Amendment - RFQ 16-082F Design Services

_____
Office of the General Counsel

[THIS SPACE IS INTENTIONALLY LEFT BLANK; SIGNATURE PAGE FOLLOWS]

FOR PROJECT CONSULTANT

(Corporate Seal)

M.C. HARRY AND ASSOCIATES, INC.

ATTEST:

_____, Secretary

_____
Lourdes Solera, FAIA,
President

_____, Witness

_____

_____, Witness

AR14445
Project Consultant's
Registration Number

STATE OF FLORIDA)
)
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me, by means of ☒ physical presence or ☐ online notarization, this 24 day of September, 2026 by **Lourdes Solera** of **M.C. Harry and Associates, 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: 5-24-2029

(SEAL)

_____
Signature, Notary Public

Elena Costa
Printed Name of Notary

Pdf only/ No hard copy on file

Click Here for supporting Docs

789

AGENDA REQUEST FORM

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

MEETING DATE	Jun 21 2016 10:15AM - Regular School Board Meeting
ITEM No.: JJ-5.	
AGENDA ITEM	OPEN ITEMS
CATEGORY	JJ. OFFICE OF FACILITIES AND CONSTRUCTION
DEPARTMENT	Facilities Pre-Construction

Special Order Request: ○ Yes ◉ No

Time:

Open Agenda: ◉ Yes ○ No

TITLE:

Professional Services Agreement - Atlantic Technical College, Coconut Creek - Building Renovations - Project No. P.000415

REQUESTED ACTION:

Approve Professional Services Agreement with M.C. Harry and Associates, Inc., Atlantic Technical College, Building Renovations, Project No. P.000415.

DOCUMENT CONTROL
RECEIVED/SCANNED
June 22nd, 2016
HEERY
Broward County Schools

SUMMARY EXPLANATION AND BACKGROUND:

Scope of Work: Design Professional shall develop a complete set of design documents that can be permitted for construction; along with construction contract administration services. The design documents scope for the project includes improvements to the campus' HVAC system(s), fire sprinkler system, building(s) exterior envelope, and media center.

A copy of the contract is available at the Board Members' Office on the 14th floor of the K.C. Wright Administration Center. A copy of all supporting documents are available online via the Broward County Public Schools eAgenda at: https://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 Professional Services Agreement includes $553,949 for Basic Services and $25,051 for Supplemental/Reimbursable Fees, totaling $579,000.

This project has been appropriated in the Adopted District Educational Facilities Plan (September 8, 2015) and in the District's Capital Budget.

EXHIBITS: (List)

(1) Executive Summary (2) Agreement ONLINE (3) Collaboration

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: 754-321-4325

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Senior Leader & Title

Leo Bobadilla - Chief Facilities Officer

Approved In Open Board Meeting On: JUN 2 1 2016

By: Abby M. Freedman

School Board Chair

Signature

Leo Bobadilla Jr

Tuesday, June 14, 2016 4:46:40 PM

Electronic Signature

Form #4189 Revised 04/16

RWR/ LB/SNM/RC:ms

EXHIBIT 2

PROFESSIONAL SERVICES AGREEMENT

Design Professional Services

BETWEEN

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

AND

M.C. Harry and Associates, INC.

DATE: June 21, 2016

Description of Scope (for Single Package Contract)

Atlantic Technical College Total Funds Allocated $8,952,000:

Provide Professional Design Services for the Atlantic Technical College, P.000415.

Design Professional shall develop a complete set of design documents that can be permitted for construction; along with construction contract administration services. The design documents scope for this project includes improvements to the campus' HVAC system(s), fire sprinkler system, building(s) exterior envelope, and Media Center.

See PSA Attachment 6.a & 6.b for negotiated professional design fees and schedule.

See PSA Attachment 16 for the Project Scope of Work.

DOCUMENT CONTROL
RECEIVED/SCANNED
JUL 13 2016
HEERY
Broward County Schools

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CONTRACT ATTACHMENT LISTING

The following attachments are fully incorporated into this Agreement for Professional Design Services:

Attachment 1: Identified Codes, Regulations and Standards

- Codes regulations standards
- Certain projects may require meeting other or additional criteria

Attachment 2: Basic Design Phasing Requirements

- Note that the Project Scope of Work determines the requirements of Design Phasing

Attachment 3: Sample Schedule Format/Owner's Initial Schedule – for reference

- Design Professional to develop a Project Schedule for Owner review and acceptance

Attachment 4: Sample Permitting Plan Format

- Sample format for Design Professional Permit Tracking

Attachment 5: Invoice Formats

- Required for monthly billing
- Required for reimbursable expenses

Attachment 6.a: Design Proposal

- Proposal of Services
- Schedule of Design Fees
- Proposal of Schedule
- Proposal of Scope

Attachment 6.b: Design Fees for Owner Changes

Attachment 7: Supplemental Services Information

Attachment 8: Electronic Media Requirements

Attachment 9: Conflict of Interest Form

- Due at the time of contract execution

Attachment 10: M/WBE Report Form

- Format for Design Professionals monthly report

Attachment 11: IRS form W-9

- Due at time of contract execution

Attachment 12: ACH Payment Agreement Form

- Due at time of contract execution

Attachment 13: Drug-Free Workplace

- Due at time of contract execution

Attachment 14: Errors and Omissions Process

Attachment 15: Finalized Design Professional and Consultant's Staffing – updated RFQ Attachment B

- Due five (5) days after contract execution

Attachment 16: Project Scope of Work

Online Documents: The following documents shall be downloaded by the Design Professional 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

Executed Documents

- This Section will include all signature pages and the Design Professional's RFQ and Contract deliverables.
- These documents are integral to the Contract and will be provided to the Design Professional as part of the contract package.
- Included are:
    - Executed Contract
    - List of Project Team Members as submitted as part of the RFQ
    - Document 00455 – background screening
    - Project Specific Insurance Certificates
    - Executed Purchase Order
    - Design Professional's approved schedule
    - Authorizations to Proceed
    - Drug Free Workplace
    - ACH Payment Agreement
    - IRS W-9 form
    - Conflict of Interest form
    - M/WBE letter of intent - form 00470
    - M/WBE consultants participating – form 00475
    - unavailability certificate if required – form 00480
    - Updated Design Professional and Consultant Staffing (RFQ attach B)
        - This is due five (5) days after execution of this contract.
    - Other documents, as may be required

DEFINITIONS

1. **Authorization to Proceed (ATP):** A document issued by the Owner to the Design Professional, which, when executed, authorizes the Design Professional to proceed with all or a portion of the Professional Services.
2. **Board**: The School Board of Broward County, Florida (SBBC).
3. **Building Code Inspectors and Plans Examiners**: 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 to provide plan review and inspections for code compliance.
4. **Building Department:** The entity having responsibility to provide plan review and inspections for code compliance for the School Board of Broward County facilities.
5. **Capital Budget Department:** The entity having responsibility for administering the budget and adoption of the annual District Education Facilities Plan for the School Board of Broward County.
6. **Change Order:** A written notice, issued and approved by the Owner for additions or deletions to the Contractors Scope of Work. A change order may increase or decrease the Contract amount or Time for Completion.
7. **Chief of Facilities & Construction Officer:** An employee of The School Board of Broward County, Florida who has the responsibility for oversight and management authority of the Facilities and Construction Department and Physical Plant Operations.
8. **Constructability:** Constructability is the organized process of reviewing a project's drawings, specifications and other project documents with a goal of eliminating design, detailing, and specification problems to facilitate a smooth construction process.
9. **Construction Change Directive (CCD):** A Directive given by the Owner for additions or deletions in the scope of work or services when a change is required and time is of the essence.
10. **Contingency Use Directive (CUD):** A CUD is issued and approved by the Owner for the purpose of accounting for unforeseen increases or decreases in the construction cost resulting from unforeseen circumstances relating to Construction.
11. **Construction Contract Documents:** The Contract Documents consist of the Agreement Form, Addenda, Supplementary Conditions, General Conditions, Documents contained in the Project Manual, Drawings, etc.
12. **Contractor:** Any person, firm or corporation with whom a Construction Contract has been awarded by the Owner.
13. **Construction Documents**: The construction documents include all the Design Professional's work product as listed in the Construction Contract. This includes, but is not limited to, specifications, drawings, materials boards.
14. **Consultants:** A person or organization of properly registered professional architects, engineers or other design professionals who has entered an agreement with the Design Professional to furnish professional services in support of the Design Professionals agreement with the Owner.
15. **Design Builder:** The Firm registered and licensed in Florida, who has entered into an Agreement with the School Board of Broward County to provide design and construction phase services.
16. **Design Professional:** The Firm registered and licensed in Florida, who has entered into an Agreement with the School Board of Broward County to provide architectural and/or engineering services
17. **Facilities and Construction Department:** The entity having responsibility for the management of Construction and Maintenance of the School Board of Broward County's facilities.
18. **Final Completion:** The date at which time the Contractor has completed all Work in accordance with the Contract Documents as certified by the Design Professional and/or approved by the Owner. In addition, Final Completion shall not be deemed to have occurred until any and all governmental bodies, boards, entities, etc., which regulate or have jurisdiction of the Work, have inspected, approved and certified the Work. 6
19. **Guaranteed Maximum Price (GMP):** The GMP is the maximum that the Owner shall pay the Contractor for the Work described in the contract documents.

20. **Office of Facilities & Construction:** The Owner's organizational entity which acts as liaison between all Project Participants and the Owner.
21. **Other Contractors:** Any person, firm or corporation with whom a Contract has been made with the Owner for the performance of any work on the site for work which is not a portion the Work covered by the Prime Contractor's Contract.
22. **Owner:** The School Board of Broward County, Florida (SBBC).
23. **Owner's Representative:** The Owner's Representative is The Program Manager.
24. **Phase:** A designated subdivision of the Work, usually with its own requirements for Substantial and Final Completion, and liquidated damages. A Phase may be designated for completion by the Owner's own forces, or by another Owner Contractor.
25. **Physical Plant Operations (PPO):** The entity having responsibility for maintenance services, ground services, Facilities support services, and energy management conservation services for the School Board of Broward County facilities.
26. **Program Manager:** The entity having responsibility for program management services on the School Board of Broward County's Capital Projects.
27. **Project Manager:** An employee of the School Board of Broward County or Program Manager who has responsibility oversight of the management of a capital project from the planning and design phase through construction and closeout.
28. **Project Manual:** The Project Manual contains the Contract Documents and the Design Documents.
29. **Project Schedule:** A logic activity based plan identifying 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 Owners occupancy and use of the facility.
30. **Punch List:** A list of items of work required to be completed after substantial completion to achieve final completion.
31. **Subcontractor:** A person or entity having a formal contract with the contractor. A "Subcontractor", does not have a contractual relationship with the Owner.
32. **Sub-subcontractor:** A person or entity having a formal contract with the Subcontractor. A Sub-subcontractor, does not have a contractual relationship with the Owner.
33. **Submittals:** Documents prepared by the Contractor to show how a particular aspect of the Work is to be supplied, fabricated and/or installed. Contractor Submittals include shop drawings, product data, samples, mock-ups, test results, warranties, maintenance agreements, project photographs, record documents, field measurement data, operating and maintenance manuals, reports, certifications and other types of information described in the specifications.
34. **Substantial Completion:** Is when the work is at a stage that the facility can be used for its intended purpose. A Certificate of Occupancy is a prerequisite to obtaining Substantial Completion.
35. **Superintendent of Schools:** The duly appointed executive officer of the Owner authorized to act by and through The School Board of Broward County, Florida.
36. **Superintendent:** An English speaking representative of the Contractor that shall be present on the work site at all times during the projects progress, who is authorized to receive and fulfill instructions from the Owner and the Design Professional and capable of managing the work flow efficiently and safely.
37. **Supplemental Services:** Additional Professional Design Services that may be required.
38. **Surety:** The Entity issuing Bid, Payment and/or Performance Bonds guaranteeing the Contractor's payments and performance, for the duration of the work.

39. **Terminology:** The use of the singular or plural shall apply to both the singular and the plural in all cases. The use of he or she are to be considered genderless and shall apply to both he and she in all cases.
40. **The Project:** All Work necessary to be performed to meet the intent of the Contract Documents. The Project may include construction by the Owner or by separate contractors.
41. **Value Engineering:** Value Engineering (VE) is the organized process of analysis of a project as to cost and/or performance with a focus on analysis of the proposed facility and the elimination or modification of those features which add cost without contributing to that facility's required function or design value.
42. **Written Notice:** Shall be deemed to have been served if delivered in person to the individual or to a member of the Design Professional or to the office of the Design Professional for whom it is intended, or, if delivered or sent by registered mail or other traceable delivery service to the last business address known to the entity serving notice. Refer to Part 5 Article 11, Notice Provisions.
43. **Work:** The totality of the terms, conditions and obligations included in the Contract Documents or by an executed Agreement.

PART 1 – SCOPE OF SERVICES

PART 1 – ARTICLE 1 – Design Professional's Responsibility

1.1.1. The Design Professional, in representing the Owner, assumes towards the Owner a relationship of the highest trust, confidence, and fair dealings.

1.1.2. The Design Professional agrees to obtain and maintain throughout the period of this Agreement all such licenses as are required to do business in the State of Florida and in Broward County, Florida, including, but not limited to, all licenses required by the respective state boards and other governmental agencies responsible for regulating and licensing the professional Services to be provided and/or performed by the Design Professional pursuant to this Agreement.

1.1.3. The Design Professional's designated Principal in Charge shall have full authority to bind and obligate the Design Professional on all matters arising out of or relating to this Agreement. The Design Professional will designate in writing an individual to serve as the Design Professional's representative. The Representative is authorized and responsible to act on behalf of the Design Professional with respect to directing, coordinating and administering all aspects of the Services to be provided and performed under the Owner's Authorization to Proceed. By execution of this Agreement, the Design Professional acknowledges that the Representative has full authority to bind and obligate the Design Professional on all matters arising out of or relating to the Authorization to Proceed. The Design Professional agrees that the Principal in Charge and the Representative shall devote whatever time is required to satisfactorily manage the Services to be provided and performed by the Design Professional under the Authorization to Proceed. Further, the Design Professional agrees that the Principal in Charge and the Representatives shall not be removed without Owner's prior approval, and if so removed, must be immediately replaced with a person acceptable to the Owner, which approval and acceptance shall not be unreasonably withheld.

1.1.4. The Design Professional agrees that its staff, consultants and sub-consultants who will perform any Services under this Agreement are subject to Owner's reasonable approval. For project specific RFQ's the Attachment B from the RFQ shall be finalized, updated and submitted to the owner within 2 weeks of contract execution. Attachment B is the listing of the Design Professional's staff, consultants and sub-consultants who have been assigned to provide the services required under this Agreement. The Design Professional further agrees, within fourteen (14) calendar days of receipt of a written request from the Owner, to promptly remove and replace the Representative, or any other personnel employed or retained by the Design Professional, or any consultants or subcontractors or any personnel of any such consultants or sub-consultant engaged by the Design Professional to provide and perform any of the Services pursuant to the requirements of this Agreement. This request may be made by Owner with or without cause. If the Design Professional is required to remove and replace a consultant or subcontractor without cause, an equitable adjustment shall be made to the compensation provided for in any Authorization to Proceed to which such subcontractor or consultant may have been assigned.

1.1.4.1. Note that for Continuing Services, the Design Professional may list more than one (1) primary staff members and more than one (1) of each consultant type on Attachment B for use through the length of the contract.

1.1.5. Drawings shall be prepared in electronic AutoCAD format and the Project Manual shall be prepared as an electronic Word document per the Owner's standards found in the online Design Standards.

1.1.6. Design Professional acknowledges that the most recent version of the Design Standards as of the date of the ATP shall be utilized for design.

1.1.7. In the event of any conflict in these requirements, the Design Professional shall promptly notify the Owner of such conflict in writing and utilize its best professional judgment to resolve the conflict.

1.1.8. The Owner's acceptance of any document does not relieve the Design Professional of its obligation to deliver completely and accurately, all documents necessary for the successful completion of the project per the requirements in the Authorization to Proceed.

1.1.9. Design Professional agrees, for both itself and all of its consultants and sub-consultants, to comply with Owner's rules and regulations with respect to safety and security at the Owner's facilities.

1.1.10. Design Professional expressly acknowledges and agrees that it is responsible for complying with all rules and regulations of the Jessica Lunsford Act. Further, Design Professional shall comply with any rules or regulations implemented by the Owner in order to comply with the Jessica Lunsford Act.

1.1.11. The Design Professional endeavors to ensure that no person or consultant will be assigned to work on any work pursuant to this contract that poses any threat or risk of harm to the health, safety or welfare of any student, employee, guest, vendor or property of the Owner.

1.1.12. The Owner may have one or more representatives visiting the site of the Project from time to time, or on a full-time basis, and the Design Professional shall not interfere with the functions of said representatives and will cooperate and work with said representatives. No action or failure to act by a representative shall relieve the Design Professional from any of its duties or obligations hereunder.

1.1.13. Design Professional shall be responsible for reviewing all geological reports provided by the Owner with respect to the Project. The Design Professional's design documents shall be consistent and coordinated with the information set forth in all such geological reports. In the event the Design Professional has any questions or concerns about the contents of any such reports, the Design Professional shall notify the Owner in writing within 14 days of the Design Professional's receipt of any such geological reports. The Design Professional and Owner will attempt to mutually resolve any such questions or concerns.

1.1.14. The Design Professional shall immediately inform the Owner's Project or Program Manager of concerns or issues which become known to the Design Professional during the performance of this Agreement.

PART 1 – ARTICLE 2 – Services by Design Professional's Consultants

1.2.1 Nothing in this Agreement shall create any contractual relationship between the Owner and the Consultants or Sub-consultants except as specifically noted herein.

1.2.2 The Design Professional is at all times liable for any and all negligent acts of omission or commission of its Consultants relating to or regarding this Agreement or the Project which is the subject of this Agreement.

1.2.3 The employment of, contract with, or use of the services of any other person or firm by the Design Professional, as independent consultant or otherwise, shall be subject to the prior written approval of the Owner.

1.2.4 All of the Design Professional Contracts with the Design Professional Consultants shall be in writing, signed by both parties and shall include the following provision:

1.2.4.1 The Owner shall be recognized as a third-party beneficiary of this Agreement. Should the Owner terminate this Agreement with the Design Professional, the Design Professional shall, upon the Owner's request, obtain assignment of the Consultant's agreement(s) with the Design Professional as elected by the Owner.

1.2.4.2 Each of the Design Professional agreements with a Consultant shall specifically provide that the Owner shall only be responsible to the Consultant for those obligations of the Design Professional that accrue subsequent to the Owner's exercise of its right to take an assignment of such agreement.

1.2.4.2.1 Nothing in the Contract Documents will create a contractual relationship between the Owner and the Consultants unless the Owner elects to accept contingent assignment of the agreement as provided herein.

1.2.4.2.2 In this event, the Consultants shall resolve all disputes involving the Owner in the same manner as provided to the Design Professional in Part 5 Article 6.

1.2.5 Design Professional shall not change any Consultant without prior approval by the Owner.

1.2.6 All Owner communication and direction will be to the Design Professional. The Owner will not provide direction directly to the Design Professional's Consultants.

1.2.7 The Design Professional, not later than five (5) calendar days after the fully executed date of this Agreement, shall re-submit RFQ Attachment B, a finalized list of contact information for Consultants and sub-consultants. For continuing contracts, with each ATP the Design Professional shall update this listing within 10 calendar days of the ATP date.

PART 1 – ARTICLE 3 – Basic Services

1.3.1 Continuing Contracts

1.3.1.1 **NOTE:** For Continuing Contract Agreements, not all assignments will require all components of the Basic Services and as outlined in the Phasing Sequences and Requirements Document (Attachment 2), and as outlined below. The Design Professional shall determine design and construction documentation steps needed for each assignment based on the scope of the assignment, following any particulars defined in the scoping documents. Any questions shall be directed to the Owner's Representative for clarification/resolution and direction.

1.3.2 All Contract types (Including Continuing Contracts)

1.3.2.1 Provide complete professional architectural, engineering and/or other professional design services utilizing all necessary personnel, equipment and materials to perform the service Phases as defined by the requirements of the ATP.

1.3.2.2 Complete those design services in accordance with the Project Development Schedule as developed by the Design Professional from the Owners original schedule and finalized with Owner concurrence. See Attachment 3 for Owner's original sample schedule.

1.3.2.3 Participate in the Value Engineering reviews at the end of schematic Design and Design Development phases.

1.3.2.3.1 Design Professional shall integrate Owner's accepted Value Engineering proposals into the documents. If the VE proposals require substantial revisions as determined by the Owner, then these revisions will be considered Supplemental Services (see Attachment 7).

1.3.2.4 Participate in the Constructability Reviews at the end of the Construction Documentation phase.

1.3.2.4.1 Design Professional shall integrate the Owner's accepted constructability review proposals into the documents. If the Constructability Review proposals require substantial revisions as determined by the Owner, then these revisions will be considered Supplemental Services (see Attachment 7).

1.3.2.5 Participate in all meetings where the content of the design and construction documents will be coordinated and reconciled, as scheduled during any phase of the project.

1.3.2.6 Provide Statement of Probable Construction Costs at the times as identified in the Basic Phasing Document (Attachment 2).

1.3.2.7 Provide a Permitting Plan utilizing the sample tracking format as found in Attachment 4.

1.3.2.8 The Design Professional shall attend project design review meetings as required for the Project with representatives of the Design Professional's Consultants throughout the design process, reviewing project budget, scheduling, scope, Consultant's development and progress, and any special issues related to the continuing progress of the project. The Design Professional shall provide meeting minutes, sketches and other documents as needed to illustrate progress and for the resolution of discussed issues requiring the Owner's review, comments, input or direction.

1.3.2.9 The Design Professional shall attend the project construction meetings as required for the project for the construction phases. The Design Professional shall provide Meeting Minute Commentaries for all noted design related and constructability related issues for resolution as well as for new issues presented in the meeting.

1.3.2.10 The Design Professional will immediately investigate any non-conforming or suspect in place work or document issue that is brought to his attention by others or is discovered by the Design Team's site visits. The Design Professional shall provide written recommendations to the Owner for these types of issues for review and Owner direction. Note that the Contractor shall be required to document all questions in the Request for Information format (RFI).

1.3.2.11 The Design Professional shall identify inappropriate plan review rejections, including category, in writing to the Owner within 5 days of receipt.

1.3.3 Standard of Care

1.3.3.1 The Owner's engagement of the Design Professional is based upon the Design Professional's representations to the Owner that:

1.3.3.2 It is an organization of experienced design professionals, licensed to do business in Florida.

1.3.3.3 It is qualified, willing and able to perform the professional design services for the project.

1.3.3.4 It has past experience and ability to provide the professional design services for projects of similar size, and scope.

1.3.3.5 The Design Professional shall perform its services consistent with the professional skill and care ordinarily provided by design professionals in the same or similar locality under the same or similar circumstances.

1.3.3.6 The Design Professional shall perform its services consistent with professional skill and the industries standard of care, throughout the orderly progress of the Project.

1.3.4 Approval of Documents

1.3.4.1 The Owner's acceptance of any document does not relieve the Design Professional of its obligation to deliver, complete and accurate, all documents necessary for the successful completion of the project per the requirements in the Authorization to Proceed and shall not be deemed to have the required approval of any authority having jurisdictional review over the project or portions of the project.

PART 1 – ARTICLE 4 – Maintenance of Records

1.4.1. Design Professional shall keep all records and supporting documentation which concern or reflect its Services hereunder. The records and documentation shall be retained by the Design Professional for seven (7) years from the completion date of the project associated with the Authorization to Proceed, or such period of time as required by law. The Owner, or any duly authorized agents or representatives of the Owner, shall have the right to inspect and copy all such records and documentation as often as they deem necessary during the period of this Agreement and during the period noted above in which the records are to be retained. Such activity shall be conducted at the reasonable convenience of the Design Professional.

PART 1 – ARTICLE 5 – Contract Process / Procedures

1.5.1. Continuing Contracts

1.5.1.1. The purpose of the project start review is to discuss pending options (if any) for the proposed projects, to establish focus for the design or the design criteria, the project's scheduling needs and the proposed delivery method, seeking the opinion and advice of the Design Professional.

1.5.1.2. With Continuing Contracts, preliminary project information will be provided to the Design Professional along with a bullet point agenda of discussion items for review prior to a project start review meeting or conference call. Pending the proposed project scope, the Design Professional's Consultants may be requested for this discussion.

1.5.1.3. If necessary, an action plan will be formulated as a result of this project start up review. In some cases an Authorization to Proceed with programming or other special analysis services may be issued as precursors to the start of design.

1.5.1.4. When action items have been clearly identified or resolved, the Owner and the Design Professional shall confirm scheduling, any special terms, considerations, the Project construction budget and the Design Professional fee. The design fee to be based upon the Fee Chart and other information as shown in Attachment 6 and then an Authorization to Proceed shall be issued.

1.5.1.5. It is mutually understood and agreed that the nature, amount and frequency of the Continuing Contract Services shall be determined solely by Owner and that the Owner does not represent or guarantee the Design Professional any specific amount of Services will be requested of or required of the Design Professional under this Agreement.

1.5.2. All Contracts (including the Continuing Contract type)

1.5.2.1. Services to be provided by the Design Professional shall be in accordance with the Authorization to Proceed, all codes, standards and is permitable. Design Professional shall not provide any Services to the Owner unless they are in receipt of a fully executed Authorization to Proceed. Any Services provided by the Design Professional without a written Authorization to Proceed shall be at the Design Professional's own risk.

1.5.2.2. Upon receipt by the Design Professional of the fully executed ATP and a Purchase Order, he agrees to promptly provide the Services required in accordance with the terms of this Agreement.

1.5.2.3. The Design Professional shall have no authority to act as the agent of the Owner or to obligate the Owner in any manner whatsoever.

1.5.2.4. Each Project, and/or design scope change shall require an Authorization to Proceed.

PART 2 – DESIGN PROFESSIONAL'S COMPENSATION

PART 2 - ARTICLE 1 - Payment

2.1.1. Compensation and the manner of payment of such compensation by the Owner for Services rendered shall be as prescribed in each Authorization to Proceed. The Design Professional agrees to furnish to the Owner, by the 15th day of the following month being invoiced for, or as specified in the Authorization to Proceed, a comprehensive and itemized invoice of charges for the Services performed by the Design Professional during that time period, and for any Owner authorized reimbursable expenses incurred and/or paid by the Design Professional during that time period. The monthly invoice shall be in the Owners format. All such statements shall indicate the Purchase Order Number, a copy of the Authorization to Proceed, and Project Site description (School/Project Name). See Attachment 5.

2.1.2. The Design Professional's Service compensation fee shall be an agreed percentage, and shall be based upon the awarded contract amount. The percentage shall be based on the scale as shown on Attachment 6 with the amount identified in the Authorization to Proceed. Fees will be adjusted with project scope changes and construction cost increases approved by the Owner. The Owner provided Project construction cost budget includes all components of the Project and is the fixed dollar limit of the Project unless modified by the Owner.

2.1.3. Supplemental Services

2.1.3.1. Refer to Attachment 7 for a listing of potential supplemental services.

2.1.4. Payment Process and Requirements

2.1.4.1. The Design Professional shall submit invoices in the Owner's required invoice format as shown in Attachment 5.

2.1.4.2. All Submitted invoices shall attach copies of all referenced ATPs.

2.1.4.3. Design Professional shall submit a monthly MWBE Sub-Consultant Utilization Report with the monthly request for payment, on forms provided by the Owner. Refer to Attachment 10 for mailing address for this document.

2.1.4.4. Updated Project Schedule reflecting the Design Professional's scheduled and actual progress with each submitted invoice. (for continuing contracts refer to the ATP documents for scheduling requirements)

2.1.4.5. Payments are due and payable thirty (30) days from receipt of the Design Professional's invoice provided it is accurate and in accord with the requirements of this Agreement.

2.1.4.6. Progress payments to the Design Professional may be withheld if documents required by this agreement have not been provided and accepted by the Owner.

2.1.5. Site Adapt Projects – (New Schools)

2.1.5.1. It is understood that all School Board of Broward County Professional Service Agreements for design and other services include the provision for the Owner's optional re-use of drawings, specifications and other documents, and that the Design Professional agrees to such reuse in accordance with this provision.

2.1.5.2. For each site adapt project reuse the Design Professional shall review the final as-built design of any prior reuse or reuses and shall include all Basic Services rendered under the reuse and incorporate all modifications to the drawings, specifications and other documents resulting from Change-Orders, clarifications provided, Code Inspection corrections made during the prior reuse(s), and modifications normally required to suit the new site. The Owner will provide this information.

2.1.5.3. The Site Adapt Fee shall be 30% less than the fee chart for non-adapted design as shown on Attachment 6.

2.1.5.3.1. This does not include preparation of reverse plans, or code revisions if applicable. Substantially differing site conditions will be negotiated.

2.1.5.3.2. Site Adapt Fees Structure does not apply to Continuing Contracts.

PART 2 - ARTICLE 2 - Reimbursable Expenses

2.2.1 The Owner agrees to reimburse the Design Professional for all necessary and reasonable reimbursable expenses incurred or paid by the Design Professional in connection with the Design Professional's performance of the Services at its direct cost with no markup to the extent such reimbursement is permitted in the Authorization to Proceed. For the purposes hereof, the term "reimbursable expenses" shall be deemed to include the following:

2.2.1.1 All necessary fees paid by the Design Professional to governmental authorities having jurisdiction over any Project specified in an Authorization to Proceed as needed for securing required approval of the Project or any part thereof.

2.2.1.2 Travel expenses incurred or paid by the Design Professional for necessary travel by any principal or employee of the Design Professional outside of Broward County, Florida, in connection with the performance of the Services. Such travel expenses are to be limited to the amounts established by Florida law for travel by employees of Owner (Refer to Florida Statues chapter 112.061).

2.2.1.3 The direct cost to the Design Professional for copying/reproduction of plans and other documents required in connection with any Project specified in the Authorization to Proceed.

2.2.2 The Design Professional shall obtain the prior written approval of the Owner before incurring any of the aforesaid reimbursable expenses, and absent such prior approval, will be deemed non-reimbursable.

2.2.3 Engineering or Inspection type of Services or exploratory work are not considered as reimbursable type expenses. These types of services are considered as supplemental, additional services.

PART 2 - ARTICLE 3 - Waiver of Claims

2.3.1 Waiver of Claims

2.3.1.1. The Design Professional's acceptance of final payment for Services provided under any Authorization to Proceed shall constitute a full waiver of any and all claims by it against the Owner arising out of the Authorization to Proceed or otherwise related to those Services, except those previously made in writing and identified by the Design Professional as unsettled at the time of the payment. Neither the acceptance of the Design Professional's Services nor payment by the Owner shall be deemed to be a waiver of any of the Owner's rights under this agreement, against the Design Professional.

PART 3 – CONTRACT TIME

PART 3 – ARTICLE 1 – Contract Time

3.1.1. All references to time in this contract refers to calendar days.

3.1.2. Time is of the essence.

3.1.3. Unless otherwise expressly provided for in the Authorization to Proceed: Prior to or within ten (10) days of receiving a written Authorization to Proceed by the Owner to perform the Services, the Design Professional agrees to submit, review and finalize with the Owner, a computer generated schedule outlining the performance of the identified Design Services. The Design Services shall be commenced, performed and completed in accordance with the Authorization to Proceed and the approved Schedule. Time is of the essence with respect to the performance of this Agreement. Refer to Attachment 3 for required schedule format.

3.1.4. Should the Design Professional be obstructed or delayed in the prosecution or completion of its services as a result of unforeseeable causes beyond the control of the Design Professional, then the Design Professional shall notify Owner in writing within five (5) calendar days after commencement of such delay, stating the cause or causes thereof. Failure to provide such notice timely will result in the Design Professional rights to a possible time extension being waived. Unforeseeable causes include, but are not restricted to: Acts of God or of public enemy, fire, floods, epidemics, quarantine regulations, strikes or lock-outs, acts of government or Owner Delays.

3.1.5. Unless otherwise expressly provided for in the Authorization to Proceed, interruptions, interferences, inefficiencies, suspension or delay in the commencement or progress of the Design Professional's Services from any cause whatsoever, shall not relieve the Design Professional of its duty to perform. If the Design Professional is delayed by items listed above, the Design Professional's remedy will be the right to seek an extension of time to its Schedule and to documented delay costs. If through no fault and neglect of the Design Professional, the services to be provided hereunder have been delayed for a total of six months, the Design Professional's compensation shall be reasonably negotiated accordingly, with respect to those services that have not yet been performed.

3.1.6. Should the Design Professional fail to commence, provide, perform or complete any of the Services to be provided hereunder in a timely manner, in addition to any other rights or remedies available to the Owner hereunder, the Owner may withhold any payments due and owing to the Design Professional related to the

delay until such time as the Design Professional provides a satisfactory Recovery Schedule and resumes performance of its obligations hereunder in such a manner so as to establish to the Owner's satisfaction that the Design Professional's performance is or will shortly be back on schedule.

PART 3 - ARTICLE 2 - Contract Duration

3.2.1 For Continuing Contracts Only

3.2.1.1 Notwithstanding anything herein to the contrary, after the initial Contract Term, this Agreement shall be subject to annual renewal by the Owner at its sole discretion. The Owner shall send written notice thereof to the Design Professional at least ten (10) days prior to the annual anniversary date of the Agreement advising in regards to its renewal. If the Owner fails to send said written nonrenewal notice as herein provided, Owner shall be deemed to have elected to renew this Agreement. In the event the Owner sends a written nonrenewal notice, the Owner shall designate therein as to how any Services under any still outstanding Authorization to Proceed are to be handled, which directions may provide for either the termination or continued performance of any such Services. If the Owner directs the Design Professional to continue to perform any such Services, the Design Professional shall continue performance of such Services in accordance with the Owner's directions and this Agreement and the applicable Authorizations to Proceed.

3.2.2 For all other Contract Types

3.2.2.1 The Term of this Agreement shall start upon its execution by the parties hereto and shall extend through completion of the one year warranty period, except as may be otherwise agreed to in writing.

3.2.3 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 under this Agreement.

PART 4 – OWNER'S RESPONSIBILITIES

PART 4 – ARTICLE – 1 - Miscellaneous

4.1.1 For each Authorization to Proceed, the Owner shall designate in writing the Project Manager to act as the Owner's representative with respect to the Services to be rendered under the Authorization to Proceed.

4.1.1.1. The Project Manager shall have authority to transmit instructions, receive information, interpret and define the Owner's decisions with respect to the Design Professional's Services under the Authorization to Proceed.

4.1.1.2.The Project Manager is not authorized to issue any verbal or written orders or instructions to the Design Professional that would have the effect, or be interpreted to have the effect, of modifying or changing in any way whatsoever the:

4.1.1.2.1. The Scope of Services to be provided and performed by the Design Professional as set forth in the Authorization to Proceed.

4.1.1.2.2. The time the Design Professional is obligated to complete all such Services as set forth in the Authorization to Proceed or in the Project Development Schedule submitted and approved pursuant to this Agreement.

4.1.1.2.3. The amount of compensation the Owner is obligated or committed to pay the Design Professional as set forth in the Authorization to Proceed.

4.1.1.2.4. Any additional services or change in Project scope or time shall be issued in an Authorization to Proceed prior to the starting of a new service activity.

4.1.2. The Owner shall consult with the Design Professional and provide the Owner's contemplated design objectives, general scope of work and budget constraints and criteria, including educational specification, facilities lists, any special or specific space requirements and relationships, flexibility and expandability requirements, special equipment and site requirements that are reasonably necessary for the Design Professional to perform its services.

4.1.3. As applicable and when required, the Owner shall furnish a legal description and a certified land survey of the Site. The Owner shall supply the certified land survey in hardcopy and electronic media formats. The certified land survey shall provide boundary dimensions, locations of any existing structures and 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.

4.1.4. As applicable and when required, the Owner shall furnish third party test reports such as those from soils engineers or other consultants. These 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. This Owner provided technical information may be relied upon by the Design Professional. Any issues or concerns with the provided information shall be brought to the Owners attention in writing prior to the use of the provided information.

4.1.5. The Owner shall furnish a Construction Budget which is the portion of the Project Budget allocated for the entire cost of the project (including design fees, construction, FF&E, owner contingencies, etc.).

4.1.6. The Owner, for existing facilities and where available, shall provide as-built and other documents from the time of the original construction of the Facility. These documents however are not warranted to represent the current existing conditions. The Design Professional shall perform non-destructive field investigations as necessary to obtain sufficient information to perform services. If necessary destructive testing can be performed with the Owner's prior approval. Demolition and repairs associated with destructive testing shall be compensated as a supplemental service. The Owner does encourage the use of destructive test techniques to retrieve accurate information that can be utilized by the Design Professional to clearly indicate the existing conditions and incorporated the information into the Contract Documents.

4.1.7. The Owner shall electronically furnish the Bidding Requirements, Contracting Requirements, and Division 1 Specification Sections that will be integrated into the Bid Package prepared by the Design Professional at the appropriate stage.

4.1.8. The Owner shall arrange and pay for the required advertisements for bids.

4.1.9. The Design Professional, when directed by the Owner, will issue electronic documents to the selected printing companies from whom the bidders will purchase the Bid documents. The Design Professional will develop, review with the Owner and then produce and issue to the Owner for distribution any addenda as required.

4.1.10. The Owner shall arrange for access to and make all provisions for the Design Professional to enter the site set forth in the Authorization to Proceed to perform the Services to be provided by the Design Professional under this Agreement. The Design Professional acknowledges that such access may be provided during times that are not the normal business hours of the Design Professional.

4.1.11. Wherever the terms of this Agreement refer to an action, consent, or approval to be provided by the Owner or some notice, report or document is to be provided to the Owner, such reference to "Owner" shall mean Owner's designee, unless otherwise stated.

PART 5 – TERMS AND CONDITIONS

PART 5 – ARTICLE 1 – Miscellaneous

5.1.1. Unless the content of the Agreement otherwise clearly states, references to the plural include the singular, the term "including" is not limiting and the terms "hereof," "herein," "hereunder" and similar terms in this Agreement refer to this Agreement as a whole and not to any particular provision of this Agreement.

5.1.2 The use of gender in this agreement is inter-changeable for both male and female in all instances.

PART 5 – ARTICLE 2 – Liability

5.2.1 This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

A. By SBBC: SBBC agrees to be fully responsible up to the limits of Section 768.28, Florida Statutes, for its acts of negligence or its employees' acts of negligence when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence.

B. By Design Professional: Design Professional agrees to indemnify and hold harmless and defend SBBC, its 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 servants and employees may pay or become obligated to pay on account of any claim or action founded thereon, arising or to have arisen out of the products, or services furnished by Design Professional, its consultants, or employees; the Design Professional, its consultants or employees while on premises owned or controlled by SBBC; or the negligence of Design Professional or the negligence of Design Professional'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 Design Professional, SBBC or otherwise.

PART 5 – ARTICLE 3 – Insurance

5.3.1. During the term of this Agreement the Design Professional shall provide, pay for, and maintain, with companies satisfactory to the Owner, the types of insurance described herein.

5.3.2. The Authorization to Proceed shall not be issued until the Insurance Certificates have been submitted and reviewed and accepted by the Owner.

5.3.3. All insurance shall be with companies duly authorized to do business in the State of Florida.

5.3.4. Certificates and policies shall contain provisions that thirty (30) days written notice by registered or certified mail shall be given to the Owner of any cancellation, intent not to renew.

5.3.5. The Design Professional shall also notify the Owner, in a like manner and within twenty-four (24) hours after receipt, of any notices of expiration, cancellation, non-renewal or material change in coverage or limits received by the Design Professional from its insurer, and nothing contained herein shall relieve the Design Professional of this requirement to provide notice.

5.3.6. 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 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 (See additional requirements in Section 8.1.5 of this Article).

5.3.7. All insurance policies required under this Agreement (except Professional Liability Insurance) shall be endorsed to be primary of all other valid and collectable coverages maintained by the Owner. The Owner shall be named as an additional insured under the General Liability policy.

5.3.8 All insurance policies required by this Agreement shall include the following provisions and conditions by their endorsement to the policies.

5.3.8.1 The term "The School Board of Broward County, Florida" shall include the Broward County School Board, a body corporate, the Broward County Public School System and all Authorities, Boards, Bureaus, Commissions, Divisions, Departments and offices thereof and individual members and employees thereof in their official capacity, and/or while acting on behalf of the Broward County School Board.

5.3.8.2 All insurance policies, other than the Professional Liability policy and the Workers Compensation policy, provided by the Design Professional to meet the requirements of this Agreement shall name The School Board of Broward County, Florida, as that name is defined in subparagraph 11.4.1, above, as an additional insured as to the operations of Design Professional under the Contract Documents and shall contain a severability of interests provisions.

5.3.9 The Certificates of Insurance, which are to be provided pursuant to paragraph above, must identify the specific project name, as well as the site location and address.

5.3.10 All insurance policies (except Professional Liability Insurance) to be provided by the Design Professional pursuant to the terms hereof must expressly state that the insurance company will accept service of process in Broward County, Florida and that the exclusive venue for any action concerning any matter under those policies shall be in the appropriate state court situated in Broward County, Florida

5.3.11 Design Professional, its Consultants and the Owner shall waive all rights against each other for damages covered by insurance to the extent insurance proceeds are paid and received by the Owner, except such rights as they may have to the proceeds of such insurance held by any of them.

5.3.12 The amounts and types of insurance shall conform to the minimum requirements listed below with the use of Insurance Services Office (ISO) forms and endorsements or broader where applicable. If Design Professional has any self-insured retentions or deductibles under any of the below listed minimum required coverages, Design Professional must identify on the Certificate of Insurance the nature and amount of such self-insured

retentions or deductibles and provide satisfactory evidence of financial responsibility for such obligations. All self-insured retentions or deductibles will be Design Professional's sole responsibility.

5.3.12.1 Worker's Compensation and Employers Liability Insurance

5.3.12.1.1 Shall be maintained by Design Professional during the term of this Agreement for all employees engaged in the work under this Agreement in accordance with the laws of the State of Florida. The amount of such insurance shall not be less than:

Workers' Compensation: Florida Statutory Requirements

Employers Liability:	$500,000.00	Limit Each Accident
	$500,000.00	Limit Disease Aggregate
	$500,000.00	Limit Disease Each Employee

5.3.12.1.2 The insurance company shall waive its Rights of Subrogation against Owner.

5.3.12.2 Commercial General Liability Insurance

5.3.12.2.1 Shall be written on an "occurrence" basis, and shall be maintained by Design Professional. Coverage, as provided by 1986 (or later) ISO commercial general liability form, shall include, but not be limited to, Bodily Injury, Contractual for this Agreement, Independent Contractors, Broad Form Property Damage, Personal Injury and Fire Legal Liability Coverage's. If Design Professional provides any construction work, it must also include Products & Completed Operations, with the Completed Operations Coverage maintained for this Project for not less than five (5) years following completion and acceptance by Owner. Limits of coverage shall not be less than the following for Bodily Injury, including Death, Property Damage and Personal Injury Combined Single Limits:

General Aggregate	$ 2,000,000.00
Products – Completed Operations Aggregate	$ 2,000,000.00
Personal and Advertising Injury	$ 1,000,000.00
Each Occurrence	$ 1,000,000.00
Fire Damage (Any One Fire)	$50,000.00
Medical Expenses per Person	$5,000.00
Site Contract Specific Project Aggregate Limits	$ same as above

5.3.12.2.2 The aggregate limits shall be separately applicable to this Project through the use of an endorsement approved by Owner. Applicable deductibles or self-insured retention, not to exceed $50,000.00, shall be the sole responsibility of Design Professional.

5.3.12.3 Automobile Liability Insurance

5.3.12.3.1 Shall be maintained by Design Professional as to Ownership, maintenance, and use, including loading and unloading, of all owned, non-owned, leased or hired vehicles with limits of not less than:

Bodily Injury, including Death & Property Damage Liability	$1,000,000.00 Combined Single Limit Each Accident

5.3.12.4 Umbrella Liability Insurance or Excess Liability Insurance

5.3.12.4.1 Shall not be less than $1,000,000.00 each occurrence and aggregate. Coverage shall be excess of the Employers Liability, Commercial General Liability and Automobile Liability coverages required herein and shall include all coverages on a "following form" basis. Coverage shall drop down as primary on the exhaustion of any aggregate limit. The aggregate limits shall

apply separately to this Project, and the specific project aggregate limits shall be evidenced by the use of an endorsement approved by Owner.

5.3.12.5 Professional Liability Insurance

5.3.12.5.1 Shall be maintained by the Design Professional insuring its legal liability arising out of the negligent performance of professional services under this Agreement. Such insurance shall have the following limits:

5.3.12.5.1.1 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:

A. 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.
B. 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.
C. One Million ($1,000,000) Dollars on a per claim/Five Million ($5,000,600) 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.

5.3.12.5.2 The Design Professional waives its right of recovery against the Owner as to any claims under this insurance. Any deductible or self-insured retention applicable to any claim shall be the sole responsibility of the Design Professional and shall not be greater than $50,000.00 each claim. The Design Professional must continue this coverage for a period of not less than five (5) years after the completion of its services to the Owner. The policy retroactive date will always be prior to the date services were first performed by the Design Professional for the Owner, and the date will not be moved forward during the term of this Agreement and for 5 years thereafter. The Design Professional shall promptly submit Certificates of Insurance providing for an unqualified written notice to the Owner of any cancellation of coverage or reduction in limits, other than the application of the aggregate limits provision. In addition, as provided in paragraph 9.1 of this Agreement, the Design Professional shall also notify the Owner by certified mail, within twenty-four (24) hours after receipt, of any notices of expiration, cancellation, non-renewal or material change in coverages or limits received by the Design Professional from its insurer. In the event of more than a twenty percent (20%) reduction in the aggregate limit of any policy, the Design Professional shall immediately take steps to have the aggregate limit reinstated to the full extent permitted under such policy. The Design Professional shall promptly submit a certified, true copy of the policy and any endorsements issued or to be issued on the policy if requested by Owner.

5.3.12.6 Valuable Papers

5.3.12.6.1 The Design Professional shall purchase valuable papers and records coverage for plans, specifications, drawings, reports, maps, books, blueprints, and other printed documents in an amount sufficient to cover the cost of recreating or reconstructing valuable papers or records utilized during the term of this Agreement.

5.3.13 The Design Professional agrees to provide the following information when requested by the Owner:

5.3.13.1 Current policy limits.

5.3.13.2 Current deductibles/self-insured retention.

PART 5 – ARTICLE 4 – Applicable Law

5.4.1. Unless otherwise specified, this Agreement shall be governed by the laws, rules, and regulations of the State of Florida, and by the laws, rules, and regulations of the United States when providing Services funded by the United States government.

5.4.2. Any litigation between the parties hereto, whether arising out of any claim or arising out of this Agreement or any breach thereof, shall be brought forward, in the appropriate State courts of the State of Florida's Judicial Circuit in and for Broward County, Florida.

PART 5 – ARTICLE 5 – Equal Employment Opportunity/Nondiscrimination/MWBE/LDB

5.5.1 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.

5.5.2 The Design Professional shall comply with the Owner's current M/WBE policies and procedures. The Design Professional's M/WBE goal for this Contract is 25 percent. The Design Professional shall submit the form attached as Attachment 10, a monthly report to the Supplier Diversity and Outreach Program concerning the status of all payments owed and paid by the Design Professional to its various M/WBE consultants.

PART 5 – ARTICLE 6 – Dispute Resolution

5.6.1. Prior to the initiation of any action or proceeding permitted by this Agreement to resolve disputes between the parties, the parties shall make a good faith effort to resolve any such disputes by negotiation. The negotiation shall be attended by representatives of the Design Professional with full decision-making authority and by the Owner's staff person who would make the presentation of any settlement reached during negotiations to the Owner's board for approval. Failing resolution, and prior to the commencement of depositions in any litigation between the parties arising out of this Agreement, the parties shall attempt to resolve the dispute through Mediation before an agreed-upon Circuit Court Mediator certified by the State of Florida. The mediation shall be attended by representatives of the Design Professional with full decision-making authority and by the Owner's staff person with full decision-making authority to reach a settlement. Should either party fail to submit to mediation as required hereunder, the other party may obtain a court order requiring mediation under Florida Statutes section 44.102.

PART 5 – ARTICLE 7 – Securing Agreement/Public Entity Crimes

5.7.1. The Design Professional warrants that the Design Professional has not employed or retained any company or person, other than a bona fide employee working solely for the Design Professional, to solicit or secure this Agreement and that the Design Professional has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for the Design Professional,

any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award or making of this Agreement.

5.7.2. By its execution of this Agreement, the Design Professional acknowledges that it has been informed by the Owner of the terms of Section 287.133(2)(a) of the Florida Statutes which read as follows:

"A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with the public entity for the construction or repair of a public building or public work, may not submit bids, proposals, or replies on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list."

PART 5 – ARTICLE 8 – Ownership and License of Documents and Intellectual Property

5.8.1. All records, documents, drawings, notes, tracings, plans, computer aided design (CAD) files, specifications, maps, models, presentations, evaluations, reports and other technical data, and schematics prepared or developed by the Design Professional, or otherwise provided to the Owner, pursuant to this Agreement shall be Project Specific Documents. To the extent they have any such rights, the Design Professional and its consultants shall retain all common law, statutory and other reserved rights, including copyrights, in the Project Documents.

5.8.2. The Design Professional shall obtain from each of the Design Professional's Consultants (jointly the Design Professional's Consultants) either an assignment from the Consultant to the Owner of all common law, statutory and other reserved rights, including copyrights and performance rights, in and to all Project Documents in which the Consultant has or may have such rights, or an unlimited, worldwide, perpetual, irrevocable, fully-paid-up license from the Design Professional's Consultants to the Owner, granting the Owner the right to reproduce, create derivatives of, distribute, and use all Project Documents in which the Design Professional's Consultant has or may have any rights.

5.8.3. The Design Professional and his Consultants shall grant, and hereby does grant, the Owner an unlimited, non-exclusive, license to reproduce, create derivatives of, distribute, perform, publish and otherwise use all Project Documents in which the Design Professional has or may have any rights.

5.8.3.1. As reasonably necessary for archival, safety, and disaster recovery purposes.

5.8.3.2. For submission or distribution, as the Owner reasonably determines is prudent or proper, to meet official regulatory requirements, or for similar purposes, in connection with this Project.

5.8.3.3. For constructing, completing, reconstructing, repairing, renovating, altering, adding to, maintaining, occupying, and otherwise using the Project.

5.8.3.4. For the planning, design, construction, reconstruction, repair, renovation, alteration, use, occupancy, and maintenance of other structures and projects all at the Owners own risk.

5.8.3.5. Design, commission, and create architectural works that are derivatives of or substantially similar to this Project or any architectural work portrayed in any version of any Project Document.

5.8.3.6. To use, reproduce, make derivatives of, publish, perform, distribute copies of, and otherwise use any architectural or other works created, authored, or provided by Design Professional or Design Professional's Consultants pursuant to this Agreement, for marketing, promotional, advertising, ordinary business, and educational purposes, in any medium.

5.8.3.7. The Design Professional hereby consents to any use of any and all Project Documents by any replacement Design Professionals, retained by the Owner; however, the Design Professional shall not be liable for any portion of the reuse project and the Owner agrees the reuse is at Owner's risk and to indemnify and hold Design Professional harmless from any liability in regards to the reuse Project.

PART 5 - ARTICLE 9 - Project Termination or Suspension

5.9.1 Continuing Contracts

5.9.1.1 If this Agreement is a "Continuing Contract" it is agreed that either party hereto shall at any and all times have the right and option to terminate this Agreement by giving to the other party not less than sixty (60) days prior written notice of such termination. Upon this Agreement being so terminated by either party hereto, neither party hereto shall have any further rights or obligations under this Agreement subsequent to the date of termination, except that Services specified to be performed under previously issued Authorizations to Proceed, shall proceed to completion under the terms of this Agreement.

5.9.2 All Contract types and Continuing Contracts

5.9.2.1 The Design Professional shall be considered in material default of this Agreement and such default will be considered cause for the Owner to terminate this Agreement and any Authorization to Proceed in effect, in whole or in part, as further set forth herein, for any of the following reasons:

5.9.2.1.1 Failure to begin work under the Agreement within the times specified under the Authorization to Proceed.

5.9.2.1.2 Failure to timely perform the Services to be provided hereunder or as directed by the Owner.

5.9.2.1.3 The bankruptcy or insolvency or a general assignment for the benefit of creditors by the Design Professional or by any of the Design Professional's principals, partners, officers or directors.

5.9.2.1.4 Failure to obey State education laws; ordinances; regulations; relative to the Contract.

5.9.2.1.5 Otherwise materially breaches this Agreement.

5.9.2.2 The Owner may so terminate this Agreement, in whole or in part, with or without cause, by giving the Design Professional five (5) calendar days written notice.

5.9.2.3 If, after notice of termination of this Agreement for cause, it is determined for any reason that the Design Professional was not in default, or that its default was excusable, or that the Owner otherwise was not entitled to the remedy against the Design Professional provided for, then the notice of termination given shall be deemed to be the notice of termination without cause and the Design Professional's remedies against the Owner shall be limited to that portion of the Design Professional's compensation earned through the date of termination, for any Authorization to Proceed so cancelled, together with and any costs reasonably incurred by the Design Professional that are directly attributable to the termination, but the Design Professional shall not be entitled

to any other or further recovery against the Owner, including, but not limited to, anticipated fees or profit on Services not required to be performed.

5.9.2.4 Upon termination, the Design Professional shall deliver to the Owner all papers, records, documents, Auto CAD files, drawings, calculations, models, and other materials in the Design Professional's possession or control arising out of or relating to this Agreement. Note that this is billable time.

5.9.2.5 The Owner shall have the authority to suspend all or any portions of the Services to be provided by the Design Professional hereunder upon giving the Design Professional five (5) calendar days prior written notice of such suspension. If all or any portion of the Services to be rendered hereunder are so suspended and then resumed, the Design Professional shall be granted an extension of time to resume the project and to perform the work and increased costs associated with the project restart will be required to be agreed upon.

PART 5 - ARTICLE 10 - Conditions

5.10.1 Compliance with Laws: Each party shall comply with all applicable federal and state laws, codes, rules and regulations in performing its duties, responsibilities and obligations pursuant to this Agreement.

5.10.2 Governing Law and Venue: This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any controversies or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the State courts of the Seventeenth Judicial Circuit of Broward County, Florida.

5.10.3 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.

5.10.4 Binding Effect: This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

5.10.5 Assignment: Neither this Agreement or any interest herein may be assigned, transferred or encumbered by any party without the prior written consent of the other party. There shall be no partial assignments of this Agreement including, without limitation, the partial assignment of any right to receive payments from SBBC.

5.10.6 Incorporation by Reference: Attachments and Exhibits attached hereto and referenced herein shall be deemed to be incorporated into this Agreement.

5.10.7 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.

5.10.8 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 express 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.

5.10.9 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.

5.10.10 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.

5.10.11 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.

5.10.12 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.

5.10.13 Contract Administration: SBBC has delegated authority to the Superintendent of Schools or his/her designee to take any actions necessary to implement and administer this Agreement. The Office of Facilities and Construction's assigned Project Manager is the Owner's Representative.

5.10.14 Conflict of Interest: The Design Professional represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of Services required hereunder. The Design Professional endeavors to ensure that no persons having any conflicting interest shall be employed to perform any Services.

PART 5 - ARTICLE 11 - Notice Provisions

5.10.1 When any of the parties desire to give notice to the other, such notice must be in writing, sent by U.S. Mail, postage prepaid, addressed to the party for whom it is intended at the place last specified; the place for giving notice shall remain such until it is changed by written notice in compliance with the provisions of this paragraph. For the present, the Parties designate the following as the respective places for giving notice:

To SBBC:	Superintendent of Schools The School Board of Broward County, Florida 600 Southeast Third Avenue Fort Lauderdale, Florida 33301
With a Copy to:	Office of the Chief Facilities Officer 600 SE 3 Avenue Fort Lauderdale, FL 33312 Attn: Leo Bobadilla Chief Facilities Officer
With a Copy to:	Office of Facilities and Construction 3775 SW 16th St Fort Lauderdale, FL 33312 Attn: Shelley N. Meloni Director, Pre-Construction Office of Facilities and Construction
To M.C. Harry and Associates, INC.:	Craig Aquart, President 2780 S.W. Douglas Road, Suite 302 Miami, FL 33133
With a Copy to:	Heery International, Owners Representative 3897 NW 10th Ave., Oakland Park, FL 33309 Attn: Robert Corbin, Program Director/Vice President

END OF TERMS / CONDITION / REQUIREMENTS

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on the date first above written. 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.

(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:

_____

Office of the General Counsel

(Corporate Seal)

M.C. Harry and Associates, INC.

ATTEST:

By _____

Craig Aquart, President

_____

James Piersol , Secretary

-or-

_____

Witness

_____

Witness

The Following Notarization is Required for Every Agreement Without Regard to Whether the Party Chose to Use a Secretary's Attestation or Two (2) Witnesses.

STATE OF Florida

COUNTY OF Miami Dade

The foregoing instrument was acknowledged before me this 25 day of MAY, 2016 by Craig Aquart of M.C. Harry and Associates, Inc, on behalf of the corporation/agency.

Name of Person

Name of Corporation or Agency

He/She is personally known to me or produced N/A as identification and did/did not first take an oath.

Type of Identification

My Commission Expires: 9/3/2016

Signature – Notary Public

LIZZETTE CAROLINA GARCIA
NOTARY PUBLIC
STATE OF FLORIDA
Comm# EE831842
Expires 9/3/2016

Printed Name of Notary LIZZETTE CAROLINA GARCIA

Notary's Commission No. EE831842

Identified Codes Regulations and Standards

General Notes:

1. The listing below, may or may not contain all of the potential Project Design Criteria for a Project.

2. The Design Professional shall identify any and all codes, regulations and guidelines required for the Project.

3. The Design Professional shall resolve any conflicts encountered between any of the codes, regulations and guidelines.

4. The Design Profession shall advise the Owner in writing immediately upon the discovery of a conflict.

5. Projects shall be designed to the requirements of the following List of Design Criteria unless notified by the owner otherwise.

List of Design Criteria:

1. SBBC Design and Material Standards

2. SBBC Design Criteria

3. Florida Building Code (FBC) (latest edition)

4. Florida Fire Prevention Code (latest edition)

5. National Electrical Code (NEC)

6. Florida Department of Education, Office of Educational Facilities-State Requirements for Educational Facilities (SREF) as referenced in

7. Bureau of Elevators of the Department of Business Regulation according to Chapter 399 of the Florida Statutes.

8. Site design shall comply with “Crime Prevention through Environmental Design principles. (CPTED)

9. City Zoning requirements

10. Building setbacks requirements shall be set by the most stringent of:
    --Florida Building Code -Section 423,
    --SREF
    -- local authorities having jurisdiction.

11. Site and building drainage shall be in compliance with:
    --FBC,
    --BCDPEP,
    --SFWM, and all other applicable regulations.
    --DERM

11. Americans with Disabilities Act and Accessibility Guidelines (ADAAG).

12. Florida Department of Community Affairs-Florida Accessibility Code for Building Construction (FACBC).

13. ANSI Standard S12.60-2002, Acoustical Performance Criteria, Design Requirements and Guidelines for Schools.

14. Comply with Florida Standard for Radon-Resistant New Commercial Building Construction. (Department of Health Bureau of Environmental Toxicology Radon and Indoor Air)

15. EPA Handbook for Sub-Slab Depressurization for Low Permeability Fill Material. (Department of Health Bureau of Environmental Toxicology Radon and Indoor Air)

16. Underwriters Laboratories UL-790 and ASTM E-108 requirements for Class A fire rating for roof coverings.

17. The glazing Maximum Solar Heat Gain Coefficient (SHGC) is based upon the minimum and optimized levels of energy performance for the entire building project subject to the mandatory and prescriptive requirements of ASHRAE/lESNA Standard 90.1-2007.

18. maneuvering clearances at doors to comply with:
    -- FBC
    -- SREF requirements

19. LEED for Schools v3.0 rating system, and all referenced codes as stated therein.

20. Wind loading design pressures
    --FBC for High Velocity Hurricane Zones (HVHZ) (ASCE 7)

--FBC Section 423 for EHPA enclosures
-- Miami Dade NOA

21. Comply with all the various agencies with jurisdiction on the site.

22. Florida Department of Transportation (FDOT). Where applicable

23. Utility Company Regulations

24. Other

The School Board of Broward County

Professional Services Agreement

PSA ATTACHMENT 2

BASIC DESIGN PHASING REQUIREMENTS

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1.0 Project Start

1.1 The Design Professional is awarded a Project or is notified of a Project being assigned to him or her.

1.2 Project Start up deliverables from the Owner are received for the Design Professionals review. Note that all owner deliverables may not be available at this time.

1.3 A Project Design kickoff meeting will be requested to review the particulars of the proposed Project. An abbreviated site visit by the Design Professional with the Program's Project Manager and/or Design Manager may be requested prior to the kick off meeting.

1.4 Based on the specific Project Scope, portions of the following design stages and design activities may not be required as part of the Design Professionals scope of work for the particular Project.

1.5 These scope determinations will be discussed at the kickoff meeting and an action plan will be developed and issued. Note that the deliverables package from the Owner may indicate some preliminary scope determinations, which will also be discussed for the Design Professional's input.

2.0 Pre-Design

2.1 Prior to commencing work The Design Professional must have received a fully executed Authorization to Proceed.

2.2 Visit and inspect the site to verify if existing conditions conform to those portrayed on information as may have been provided by the Owner.

2.3 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 defined Project's scope of work.

- 2.3.1 All applicable above ceiling areas.
- 2.3.2 Power supplies, switch gear, breaker panels, electrical room, electrical vault, transformers and mechanical room.
- 2.3.3 Major components of existing HVAC systems including chillers, cooling towers, air handling units, and primary ductwork runs.
- 2.3.4 Roofing, waterproofing and building envelope systems.
- 2.3.5 Site drainage systems and water retention characteristics.
- 2.3.6 Determine average condition of fixed equipment.
- 2.3.7 Life safety, fire alarms, public address, generators and emergency lighting.
- 2.3.8 ADA requirements.

2.4 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.

2.5 Room and space size and relationship requirements are to be extracted and organized based on the SFER requirements.

2.6 Subsidiary spaces and sizes are to be extracted and organized based on the SFER requirements.

2.7 A preliminary OEF Space Chart Form shall be generated at this time.

2.8 Investigate and response/react to any defined required design concept or theme presented in the ATP shall be provided. Response can be in any format. Photos, sketches, narrative.

2.9 Based on an analysis of the gathered and provided information, the Design Professional shall provide a project Risk Analysis Report. This report shall identify problem issues with the current project scope, schedule or cost. This report shall also identify any potential, or impacting design related issues.

2.10 The Design Professional shall preform a building code analysis.

3.0 Pre-Design Review Meeting

3.1 The purpose of this review shall to be to review all known aspects of the proposed project to date and to make determinisms for the next stage. The review shall include the following:

3.1.1 Impact of existing conditions

3.1.2 Spatial and functional relationships

3.1.3 Site relationships

3.1.4 Room listings, sizes and functions

3.1.5 Risk Analysis factors

3.1.6 Building Code Analysis

3.1.6.1 Occupancy classifications

3.1.6.2 Possible and Proposed construction types

3.2 The Design Professional shall present the alternative approaches to the use, and improvements; selections of materials, building systems and equipment; potential construction methods and methods of project delivery; and, shall make recommendations among such alternatives, including site locations of building additions.

3.3 Based on this review, an Action Plan will be developed and distributed. Pending the directions to be taken, a new ATP may be required.

4.0 Conceptual Design

4.1 Prior to the start of work for the Conceptual Design stage, the Design Professional must receive written direction from the Owner to proceed. E-mail format will be utilized for this authorization.

4.2 A Basis of Design Report shall be developed by the Design Professional based upon, the information gathered from the site review, the ATP requirements and the extraction of the defined space requirements and accessory spaces as per the SREF requirements, and any direction provided as a result of the Pre-Design Review Action Plan. The Basis of Design Report will include the following information.

4.2.1 Alternative spatial relationships and site relationships are to be evaluated

4.2.1.1 Site relationships are to be further defined and illustrated by outline plans inserted onto a site plan.

4.2.1.2 Pending the Site particulars and pending the program, more than one building solution may be required.

4.2.2 Spatial adjacency and functional relationships are to be further defined and integrated and illustrated by outline plans.

4.2.2.1 Circulation and egress requirements are to be further defined and indicated on the outline plans.

4.2.3 Alternative building elevations to be provided for primary exposed façade and at a primary connection to an existing condition façade.

4.2.4 Building Section thru the primary new functions of proposed new spaces. Relationship with existing conditions shall also be presented.

4.2.5 The OEF Space Chart Form shall be updated at this time. not yet - discuss

4.2.6 The Design Professional shall report as to the status of the selections of materials and discuss any changes or additions from previous discussions.

4.2.7 The Design Professional shall report as to the status of the recommended building systems and equipment and discuss any changes or additions from previous discussions.

4.2.8 The Design Professional shall report as to the status of the potential construction methods, the optional methods of project delivery and to discuss any changes or additions from previous discussions.

4.2.9 The Risk Analysis shall be updated as a result of, new discoveries and resolution of items thru the current progress.

4.3 A Probable Construction Cost analysis and statement shall be provided at this time.

5.0 Concept Design Review Meeting

5.1 The purpose of this review shall to be to review the status and progress of the proposed project to date and to make determinisms for the next step. The review shall include the review of items 4.2.1 thru 4.3 above.

5.2 Based on this review, an Action Plan will be developed and distributed. Pending the directions to be taken, a new ATP may be required.

5.2.1 Pending the scope of the Project, this review may be a 2 step review. The Design Professional may be required to present the Project to a Design Review Committee or to the School Board. (note: in most cases, this requirement will be identified in the early project stages)

6.0 Schematic Design

6.1 Prior to the start of work for the Conceptual Design stage, the Design Professional must receive written direction from the Owner to proceed. E-mail format will be utilized for this authorization.

6.2 The Design Professional shall prepare, submit and present for approval by the Owner a Schematic Design Report Package, comprised of the SREF requirements for Schematic Design Documents and Schematic Design Studies.

6.2.1 Any special requirements affecting the Project shall be identified.

6.2.2 A statement of Probable Construction Cost.

6.2.3 The OEF Space Chart Form updated and formatted to follow the sequence of spaces listed in the SREF Size of Space and Occupant Design Criteria Table.

6.2.3.1 Provide room name and number listing in a (room finish) re-usable format – with columns for SF's at this time.

6.2.4 Site Survey -- A hardcopy and electronic media copy of the owner provided site survey with the following information: the legal description of the site, acreage, 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 may 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.

6.2.5 Schematic Design Documents

6.2.5.1 These documents shall be schematic, responding to the Project requirements. In addition to SREF requirements and information required by the Owner's document submittal checklist for schematic design. modify the checklist requirement – rewrite... All plans shall have a graphic scale and a north indicator.

6.2.5.2 A Transmittal Form.

6.2.5.3 A site plan showing acreage, 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 with accessible spaces identified, 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 re-locatable or temporary structures, community use buildings, phased construction, preliminary soil borings. (At Plan review stage and CD review stage, a statement will be required to be included on the site plan identifying the FEMA flood plain and the velocity zone in which the project is located. The statement shall be signed and dated by the Architect or Engineer of Record.)

6.2.5.3.1 Indicate general locations, of service and preliminary service requirements with all utility companies (Florida Power and Light, Owner selected phone service, cable TV, water, sewer, storm drainage and any other identified utility service).

6.2.5.3.2 Environmentally sensitive site areas as identified on the Owner provided Environmental Study (per Section 235.193, F.S.) to be indicated on the plans along with any identified related requirements for these areas.

6.2.5.4 Floor plans showing over-all dimensions, room names, door locations, accessible building exits, occupant loads of each space, any existing buildings and its use. Previously planned future additions, if additions are still planned (Owner to confirm) and any known planned construction on site or adjoining the site (Owner to confirm).

6.2.5.5 Provide a life-safety plan delineating the paths of travel, the source and exiting volumes and the exit width and path of travel calculations. Indicate accessible exits. Indicate fire walls, smoke partitions, and protected corridors. Identify any special fire suppression systems. (kitchen hoods, halon, CO2 systems, etc) Identify any spaces or zones not receiving a fire suppression system. Indicate preliminary fire alarm systems zones. Indicate preliminary fire sprinkler systems zones. Indicate control panel location. Indicate any other life-safety features relevant to the facility.

6.2.5.6 Provide elevations and sections of the building to illustrate and indicate the mass and character of the facility including fenestration, openings, walkways, preliminary material selections, and other building features and spatial relationships .

6.2.5.7 An Outline Demolition Plan

6.2.5.7.1 Indicate spaces impacted by demolition. And show where and how impacted spaces are integrated into the new plan. This shall be 2 reduced size plans on 1 sheet.

6.2.5.8 Schematic Project Manual

6.2.5.8.1 Outline Specifications for Division 2-17
6.2.5.8.2 Schematic Room Finish Schedule (still with sf columns)

6.2.6 Schematic Design Report Brochure

6.2.6.1 The brochures shall have heavy stock covers and plastic comb or metal spiral binding. 8 ½ x 11 format. Additional copies of this Schematic Design Brochure if required by the Owner will be compensated as a reimbursable service approved in advance by the Owner.

6.2.6.2 The Brochure shall include:

6.2.6.2.1 A summary design statement indicating the general design intent, conceptual development,

6.2.6.2.2 A facilities list including the number of spaces, net/gross square footages (separate from the OFE Chart)

6.2.6.2.3 Colored Plans,
6.2.6.2.3.1 Site
6.2.6.2.3.2 building elevations
6.2.6.2.3.3 building sections,
6.2.6.2.3.4 any applicable sketch perspectives
6.2.6.2.3.5 miscellaneous diagramming, photographs of any applicable massing and building models,

6.2.6.2.4 Narrative discussions and descriptions of preliminary materials selections, components, assemblies, and systems for:
6.2.6.2.4.1 Landscape
6.2.6.2.4.2 civil
6.2.6.2.4.3 structural
6.2.6.2.4.4 mechanical
6.2.6.2.4.4.1 Mechanical Requirements <u>Specific to Remodeling and Addition Projects</u>: 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.

6.2.6.2.4.5 electrical

6.2.6.2.4.5.1 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.

6.2.6.2.4.6 plumbing

6.2.6.2.4.7 misc. technical

6.2.6.2.4.8 architectural

6.2.7 An Updated Project Development Schedule:

6.2.7.1 This schedule shall be in compliance with the initial Project Schedule and is for approval by the Owner. This schedule shall show activities including but not limited to the Design Professional's design and coordination efforts and the Owner review/ approval periods.

6.2.7.2 This schedule shall also include all activities known at this stage of the project's development including any projected or preliminary requirements for moving portables, relocating classrooms, removing and storing furniture, hazardous material abatement, any work by the Owner, separate contractors, on-site utilities and equipment and any other activities that may impact the construction of the project. The schedule shall also include any identified offsite work.

6.2.7.3 This schedule shall also include the site approval reviews, and the permitting process.

6.2.7.4 The schedule to be generated in electronic media software with a bar chart format.

6.2.8 Statement of Probable Construction Cost: The Design Professional shall submit to the Owner for review and approval a schematic design phase estimate of probable construction cost itemized by major categories based on the expected bid date.

6.2.9 The Design Professional shall coordinate with the Owner to determine the municipal, county and other jurisdictional agencies that will require site plan coordination and/or approval for the Project and will determine/confirm the permitting and review strategies and update the Project Development Schedule and generate a freestanding Permitting Schedule.

6.2.9.1 The Design Professional shall prepare applications for these site plan and

coordination reviews directly after approval of the Schematic Design Package as appropriate to this phase of the project. The Design Professional 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.

6.3 Schematic Design Package - Submittal Requirements -

6.3.1 The Design Professional shall submit for Owner approval:

6.3.1.1 Plans

6.3.1.1.1 three (3) copies of all full size documents are required under this Phase,

6.3.1.2 Schematic Design Report Brochure

6.3.1.2.1 three (3) copies
Quantity pending review requirements

6.3.1.3 Project Development Schedule

6.3.1.3.1 three (3) copies

6.3.1.4 Probable Construction Cost Report

6.3.1.4.1 three (3) copies

6.4 The Design Professional shall provide presentations of the Schematic Design to:

6.4.1 The Owner's staff

6.4.2 Design Review Committee (if required, add 5 copies of brochure)

6.4.3 The School Board of Broward County, Florida, (if required, add 10 copies of brochure).

7.0 Design Development

7.1 The Design Professional is to proceed with Design Development and all adjustments to the Project Scope, Schedule, and Budget from the Schematic Design Review as directed by the Owner, after receiving written direction from the Owner to proceed. E-mail format will be utilized for this authorization.

7.2 The Design Professional shall prepare, submit and present for approval by the Owner, a Design Development Report Package, comprised of the SREF requirements documents and the following:

7.2.1 Project Transmittal Form.

7.2.2 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.

7.2.3 Documents: These documents shall be design development package 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 any specific Owner provided informational needs, the documents shall include the following:

7.2.4 Drawing Package Information Sheets

7.2.4.1 Cover Sheet

7.2.4.1.1 Cover sheet will include the following information

7.2.4.1.1.1 Facility name
7.2.4.1.1.2 Project description
7.2.4.1.1.3 SBBC Project number
7.2.4.1.1.4 Listing of consultants
7.2.4.1.1.5 School board members and titles
7.2.4.1.1.6 School board logo
7.2.4.1.1.7 Location map
7.2.4.1.1.8 Document package type

7.2.4.2 Index of Drawings

7.2.4.2.1 The full index of drawings will be in the Architectural Set.

7.2.4.3 General Information Sheets

7.2.4.3.1 All disciplines will have the following information sheets. This information may require multiple sheets.

7.2.4.3.1.1 Abbreviations
7.2.4.3.1.2 Reference symbols
7.2.4.3.1.3 Materials legend

7.2.5 Architectural and Civil site plan(s) showing, (in addition to Schematic Design site survey requirements), the proposed design for: landscaping, drainage, water retention ponds, sewage disposal and water supply system, chilled water piping and physical features that may adversely affect or enhance the safety, health, welfare, visual environment, or comfort of the occupants.

7.2.5.1 A statement, signed and dated by the Design Professional or his designated Consultant, shall be 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. (signatures required at 90% CD package)

7.2.6 Building Plans

7.2.6.1 General

7.2.6.1.1 By symbol, indicate fire extinguishers, fire alarm equipment, smoke vents, master valves, emergency disconnects, emergency lighting, emergency power equipment, fire sprinklers, exit signs, smoke and fire dampers, and other life-safety equipment relevant to the facility on the appropriate discipline plans.

7.2.6.1.2 By symbol, indicate connections and tie-ins to any existing equipment on the appropriate discipline plans.

7.2.6.1.3 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. Distinguish between new and existing areas.

7.2.6.2 Floor plans

7.2.6.2.1 Drawn at 1/8 inch or larger scale showing typical student occupied spaces or special rooms with dimensions, public facilities, stairs, elevators, and identification of accessible areas.

7.2.6.3 Floor plans

7.2.6.3.1 Drawn at 1/4 inch or larger scale showing typical spaces or special rooms with dimensions, equipment and furnishing layouts, door and window locations.

7.2.6.3.2 Reflected ceiling plans drawn at 1/4 inch scale (minimum) showing typical spaces or special rooms with dimensions, lighting equipment and ceiling panel layouts.

7.2.6.4 Roof plans drawn at 1/4 inch scale (minimum) showing typical spaces or special rooms with dimensions, equipment layouts.

7.2.6.5 The life-safety plans shall be updated to reflect modifications as a result of the design progress. Indicate the paths of travel, the source and exiting volumes and the exit width and path of travel calculations. Indicate accessible exits. Indicate fire walls, smoke partitions, and protected corridors. Identify any special fire suppression systems. (kitchen hoods, halon, CO2 systems, etc.) Identify any spaces or zones not receiving a fire suppression system. Indicate preliminary fire alarm systems zones. Indicate preliminary fire sprinkler systems zones. Indicate control panel location. Indicate any other life-safety features relevant to the facility.

7.2.6.6 A Proposed Project Phasing Floor Plan drawn at an architectural scale that will allow the entire facility to be shown contiguous, on one sheet, which indicates project phasing as applicable to the Project.

7.2.6.7 Existing Facility Accessibility Criteria

7.2.6.7.1 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.

7.2.6.7.2 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.

7.2.6.7.3 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.

7.2.6.8 Open Space Concept Criteria

7.2.6.8.1 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.

7.2.6.9 All exterior building elevations and sufficient building sections as necessary to fully illustrate and indicate the scale and massing of the facility.

7.2.6.10 Typical building sections to show dimensions, proposed construction materials, and relationship of finished floor to finished grades.

7.2.6.11 Structural Plans

7.2.6.11.1 Preliminary Structural Drawings including plans and sections indicating anticipated systems, connections and foundations.

7.2.6.12 Mechanical Plans

7.2.6.12.1 Single line Ductwork layouts shown on half tone reflected ceiling plans. Diffuser and return air locations as coordinated with Architectural and Electrical lighting plans.

7.2.6.12.2 Identify locations of Mechanical rooms and equipment, any grease trap(s), any LP gas tank locations, natural gas pipe lay out, and tie ins to existing utilities.

7.2.6.12.3 Provide Proposed Mechanical Zoning Plan (as applicable).

7.2.6.13 Plumbing Plans

7.2.6.13.1 Indicate all plumbing fixtures and all tie in locations.

7.2.6.13.2 Provide Fixture Unit Counts and Calculations.

7.2.6.14 Fire Protection Plans

7.2.6.14.1 Provide Proposed Fire Protection Zoning Plan (as applicable).

7.2.6.15 Electrical Drawings

7.2.6.15.1 Lighting layouts for interior and exterior spaces shown on half tone reflected ceiling plans as coordinated with Mechanical and Architectural.

7.2.6.15.2 A one line diagram of the electrical distribution system.

7.2.6.15.3 Provide layout indicating security systems devices and control zones.

7.2.6.15.4 Locations 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. Show locations of mechanical equipment such as chillers, air handler units, etc. and their respective electrical connections.

7.2.7 Project Manual

7.2.7.1 Equipment and Furnishing Schedules: Indicating equipment and furnishing items that will be provided by the Contractor and those that will be provided by the Owner or others.

7.2.7.2 Outline specifications:

7.2.7.2.1 Current format of CSI Specification Numbering System shall be utilized. (based on contract date)

7.2.7.2.1.1 Division 1

7.2.7.2.1.1.1 Division 1 to be updated from the Schematic Design submittal.

7.2.7.2.1.1.2 Schematic Room Finish Schedule updated from schematic. (SF columns still present)

7.2.7.2.1.2 Divisions 2 through17

7.2.7.2.1.2.1 Provide outline specifications with general

description of all systems and components.

7.2.7.3 Geotechnical Engineer's Report

7.2.7.3.1 Provide proposed method of treatment for unusual conditions.

7.2.8 Office of Educational Facilities Life-Cycle Cost Analysis (LCCA). LCCA shall be submitted to the Owner for review and approval with the Design Development documents.

7.2.8.1 LCCA shall be by a commercially available life-cycle cost analysis program and shall be based upon the requirements of Florida Statute 1013.451.

7.2.9 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 Design Development documents.

7.2.10 Statement of Probable Construction Cost:

7.2.10.1 The Design Professional shall submit to the Owner for review and approval a Design Development phase estimate of probable construction cost itemized by major categories based on the expected bid date. The Format for this estimate is to follow the content of the Project's Outline Specification for Divisions 2 through 17.

7.2.10.1.1 Key differences between the Schematic Design and the Design Development cost are to be summarized.

7.2.11 An updated Project Development Schedule reflecting development and anticipated schedules for all new and existing subsequent project activities.

7.2.12 A written response from the Design Professional and each of the Consultants, explaining how each previous Owner and reviewing agencies review comments have been addressed.

7.2.13 F.I.S.H Data Requirements

7.2.13.1 A simplified single line floor plan of the project.

7.2.13.2 A spreadsheet 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 and on a single 24" x 36" sheet of vellum 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

Design Professional 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 Design Development submittal. Hardcopy graphics shall be suitable for clearly legible half size reductions.

7.2.14 Existing Hazardous Materials

Provide a letter to the owner advising of the extents of potential hazardous materials as indicated and provided by The Environmental Division of the Facilities and Construction Group. Outline the (or any) optional or alternate means of removal and timing of removal for Owner review and direction.

7.2.14.1.1 Integrate the impact of the Hazardous materials with the Project Development Schedule.

7.2.14.1.2 Integrate the impact of the Hazardous materials Statement of Probable Construction Cost and other documentation.

7.2.15 Preliminary color boards to review the color selections for all finish materials with the Owner.

7.2.16 Preliminary samples as requested by the Owner.

8.0 Design Development Package - Submittal Requirements

8.1 The Design Professional shall submit the following for Owner approval:

8.1.1 Plans
8.1.1.1 three (3) copies of all full size documents

8.1.2 Design Development Report Brochure
8.1.2.1 three (3) copies

8.1.3 Project Development Schedule
8.1.3.1 three (3) copies

8.1.4 Probable Construction Cost Report
8.1.4.1 three (3) copies

8.1.5 Life-Cycle Cost Analysis

8.1.6 Energy Efficiency Code Analysis

8.1.7 Response to Schematic Design Comments

8.1.8 F.I.S.H Data Requirements

8.1.9 Hazardous Materials letter

8.1.10 Updated Discipline Narratives

8.2 The Design Professional shall provide presentations of the Design Development to:

8.2.1 the Owner's staff

8.2.2 Design Review Committee (if required, add 5 copies of brochure)

8.2.3 The School Board of Broward County, Florida, (if required, add 10 copies of brochure).

9.0 Construction Documents Development – 90% complete

9.1 The Design Professional is to proceed with the Construction Documents and all adjustments to the Project Scope, Schedule, and Budget from the Design Development review as directed by the Owner, after receiving written direction from the Owner to proceed. E-mail format will be utilized for this authorization.

9.2 The Design Professional shall prepare, submit and present for approval by the Owner, a Construction Document Report Package.

9.3 This Construction Document Report Package shall include the following items:

9.3.1 Project Transmittal Form (Form 1310b)

9.3.2 An updated 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.

9.3.3 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.

9.3.4 Final Calculations:

9.3.4.1 Structural systems
9.3.4.2 Mechanical systems
9.3.4.3 Electrical systems

9.3.5 Drawings:

9.3.5.1 All construction documents as necessary to receive building permits for the complete scope of work shall be included and shall be substantially complete.

9.3.5.2 Preliminary staging area plans to delineate staging areas, site barriers and other area designations to control and separate as required, students, faculty, staff and the public from construction activities and traffic.

9.3.6 Project Manual

9.3.6.1 All Project Manual documents as necessary to receive building permits for the complete scope of work shall be included and shall be substantially complete.

9.3.7 Project Development Schedule

9.3.7.1 Updated and formatted as a preliminary construction 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, project phasing, site mobilization, temporary facilities, general construction sequencing, anticipated substantial completion dates, Owner occupancy, mid all other significant Project events. Format updated schedule as a Gant Chart type schedule with mile stones.

9.3.8 Color boards

9.3.8.1 Boards 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.

9.3.9 Design Development Comment Responses

9.3.9.1 Letters from the Design Professional and each of the major technical disciplines and any necessary Consultants or explaining how each previous Design Development comment has been addressed.

9.4 Construction Documents - 90% complete – Submittal Requirements

9.4.1 The Design Professional shall submit the following for Owner approval:

9.4.1.1 Transmittal Form

9.4.1.2 Plans
9.4.1.2.1 three (3) copies of all full size documents

9.4.1.3 A completed Building Department document submittal checklist

9.4.1.4 Reports and Brochures
9.4.1.4.1 three (3) copies

10.0 Jurisdictional Plan Approvals

10.1 Prior to the commencement of the Construction Documents – 100%, and early enough to ensure that the contractor is not delayed by permit processing, the Design Professional shall, with the owner's assistance, file the required documents for approval by governmental authorities, local, State or Federal, having jurisdiction over the portions of the

Project and obtain certifications of "permit approval" by these limited jurisdictional reviewing authorities. In cases, this activity or portions of this activity will not commence until such time as the Construction Documents are 100% complete.

10.1.1 The Design Professional shall provide the documents required for submittal to all of these governmental authorities.

10.1.2 The Design Professional shall attend and provide representation at all review meetings, workshops, hearings and Commission/Council meetings concerning the project as conducted by the various jurisdictional agencies.

11.0 Construction Documents Submittal – 100%

11.1 The Design Professional is to proceed with the completion of the construction documents and all adjustments to the Project Scope, Schedule, and Budget from the 90% construction document review comments as directed by the Owner, after receiving written direction from the Owner to proceed. E-mail format will be utilized for this authorization.

11.2 Construction Documents 100% Submittal: The Design Professional shall make a 100% Construction Documents submittal, for approval by the Owner.

11.2.1 All documents for this phase shall be provided in both hard copy and in electronic media.

11.2.2 Signed and Sealed Documents and Statements of Compliance

11.2.2.1 Only complete documents, properly signed and sealed by the Design Professional and respective Consultants, will be accepted for review.

11.2.2.2 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 documents are complete, and comply with the State Requirements for Educational Facilities.

11.2.3 When requested by the Owner, engineering calculations for mechanical, electrical, and structural systems shall be submitted separately from drawings and the project manual.

11.3 The following items shall be included with the 100% Construction Document submittal.

11.3.1 In addition to 100% complete Construction Documents the following items are to be integrated into this Construction Document – 100% Submittal.

11.3.1.1 Mechanical and Electrical Documents shall indicate that the approved systems from the Design Development FEEC/LCCA analysis have been incorporated into the documents.

11.3.1.2 Project Manual

11.3.1.2.1 The Design Professional shall insert Division 0 and Division 1 into the specifications.

11.3.1.2.1.1 The Design Professional shall not add or delete items from the Division 0 and Division 2 documents without prior written approval from the Owner.

11.3.1.2.2 Approved list of alternate bid items, as authorized by the Owner shall be integrated into the project bid documents and the specifications.

11.3.1.3 As required, a threshold building inspection plan, prepared by the Design Professional, and the name of a certified threshold building inspector, as set forth in Section 553.79(5), F.S., shall be submitted to the Owner for review and approval with the 100% Construction Documents

11.3.1.3.1 Threshold building inspection plan documents are required for the following conditions:

11.3.1.3.1.1 Any building greater than three (3) stories or fifty (50) feet in height.

11.3.1.3.1.2 Any building with an assembly space that exceeds five thousand (5000) square feet in area, and/or an occupant load of five hundred (500) or more persons. Check- is this and/or

11.3.1.4 An Updated Statement of Probable Construction Cost as indicated by time factor, changes in requirements, or general market conditions.

11.3.1.4.1 If this Statement of Probable Construction Cost exceeds the construction Budget, the Design Professional shall review materials, equipment, component systems and types of construction included in the Contract Documents and shall recommend changes in such items and/or reasonable adjustments in the scope of the Project for Owner approval for integration into the documents.

11.3.1.5 A letter from the Design Professional and each of the major technical Consultants explaining how each comment for the Construction Document 90% Review, has been addressed.

11.3.2 The Design Professional and his Consultants, as necessary, shall attend coordination, review and presentation meetings with the Owner to explain the

development of the design concept and the technical resolutions of the building or site systems as shown in the Construction Document 100% Submittals.

11.3.3 After Owners review of the 100% Construction Documents, the Design Professional shall make all required changes or additions and resolve all comments. A final Check Set shall be returned to the Owner for final approval.

11.3.4 Upon final approval by the Owner, the Design Professional shall furnish five (5) copies, signed and sealed of all Drawings and Specifications to the Owner for submittal to the designated Plan Review Agency.

11.3.5 Building Department plan review comments to be reviewed with the Owner and integrated into the documents.

11.3.6 This submittal will also become the official bid document set after all Plan review comments are integrated and approved by the building dept.

11.3.7 Design Professional shall assure the Owner that all limited jurisdictional, mandatory requirements are complete prior to bidding.

12.0 Bidding and Award of Contract

12.1 Bid Documents Approvals and Printing: Upon obtaining all necessary approvals of the Construction Documents, the Design Professional shall assist the Owner in obtaining bids and awarding construction contracts. The Owner, will provide reproductions of the drawings and specifications printed for bidding purposes.

12.1.1 This printing may be handled by the Owner or as a reimbursable service through the Design Professional.

12.2 The Advertisement for Bids will instruct the bidders where to obtain the Bid Documents.

12.3 The Design Professional shall render interpretations and clarifications of the drawings and specifications in a written format, supplemented by appropriate graphics, with prior approval of the Owner.

12.4 The Design Professional shall attend a pre-bid conference as requested by the Owner.

12.5 The Design Professional 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.

12.6 The Design Professional shall be present at the bid opening, with the Owner's staff.

12.7 The Design Professional shall participate with the Owner in evaluating the bids and

investigating the qualifications of bidders and shall provide a written recommendation for bid award.

12.8 The Design Professional shall advise and consult with the Owner in awarding, and in the preparation of any Agreements necessary for the construction of the project.

12.9 If the lowest responsive Base Bid received exceeds the Fixed Limit of Construction Cost the Owner will either:

12.9.1 Approve the increase in Project cost and award a contract or,

12.9.2 Reject all bids and rebid the Project within a reasonable time with no change in the Project,

12.9.3 Direct the Design Professional to revise the Project scope or quality, or both, as approved by the Owner, and rebid the Project.

12.9.4 Suspend or abandon the Project.

12.10 The Design Professional shall, modify the Construction Documents as necessary to bring the project within the Budget Construction Cost. The providing of such service shall be the limit of the Design Professional's responsibility in this regard and having done so, the Design Professional shall be compensated in accordance with this Agreement. The Owner may recognize exceptional construction market cost fluctuations before exercising the option provided in Article 12.9.3 above. The Owner agrees to discuss this issue with the Design Professional prior to exercising this option.

12.11 If an estimate or cost analysis is required by the Owner for this phase, the Design Professional shall 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 Budget Construction Cost.

13.0 Administration of the Construction Contract

13.1 Duration

13.1.1 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.

13.1.2 During this period, the Design Professional shall provide Administration of the Construction Contract as set forth in the Contract Documents between the Owner and the Contractor, as basic services, including participation in building commissioning and partnering. Refer to Section 01350 – special procedures.

13.2 The Design Professional shall advise and consult with the Owner and shall have authority to act on behalf of the Owner within the limits established by this Agreement and the

Contract Documents. The Design Professional shall contemporaneously provide Owner with copies of all communications between Design Professional and Contractor and others concerning matters material to the cost, time, sequence, scope, performance or requirements of the project.

13.3 The Design Professional and his 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.

13.3.1 Site Visits

13.3.1.1 Design Professional - Site Visits

13.3.1.1.1 The Design Professional 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.

13.3.1.1.2 The Design Professional shall coordinate the timing of these visits with the Owner's Representative and the Weekly Progress Meeting, so as to permit joint observations of the progress of the Work.

13.3.1.1.3 Design Professional shall keep Owner informed of the progress and quality of the Work on the basis of the on-going site visits.

13.3.1.1.4 The Design Professional shall 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 the contractor's team.

13.3.1.1.5 The Design Professional shall report to Owner any defects and deficiencies in the Work coming to the attention of Design Professional.

13.3.1.1.6 The Design Professional shall make on-site observations utilizing the same personnel over the course of the Work.

13.3.1.2 The Design Professional shall assist the Owner in determining the cost of re-inspections due to the Contractor's failure to perform.

13.3.2 Design Professional's Consultants – Site Visits

13.3.2.1 The Design Professional's Consultants will be required to visit the site at least once a week when their respective portion of the work is in progress. The visits shall coincide with the Weekly Progress Meeting.

13.3.2.1.1 The Consultants shall submit to the Design Professional a

detailed written report of the results of each visit to the site, and copies of all field reports and notes of meetings with the contractor's team for the Design Professional review and consultation with the Owner.

13.3.2.1.2 The Consultant shall report to Design Professional any defects and deficiencies in the Work coming to the attention of Consultant for the Design Professionals review and consultation with the Owner.

13.3.2.1.2.1 Consultant shall maintain a listing of such items and track the items for closure.

13.4 The Design Professional 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.

13.5 Design Professional shall at all times, have access to the Work whenever it is in preparation or progress.

13.5.1 The Design Professional and the 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.

13.5.1.1 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

13.5.2 The Owner may require the Design Professional and the Consultants to submit additional written materials or forms to the Owner relating to or regarding the Project or its progress.

13.6 The Design Professional shall assist Owner in determining the amounts owing to Contractor based on observations at the site and on evaluations of Contractor's Applications for Payment and shall certify Certificates for Payment in such amounts as provided in the Contract Documents and in such form as Owner may request.

13.6.1 The certification of a Certificate for Payment shall constitute a representation by the Design Professional to the Owner, based on the Design Professional's observations at the site and on the data comprising the Contractor's Application for Payment, that the Work has progressed to the point indicated and that the quality of the Work is in substantial accordance with the contract documents and that Contractor is entitled to payment in the amount certified.

13.6.1.1 The certification of a Certificate for Payment is not an acceptance of any in place or stored, work, materials or equipment.

13.7 The Design Professional shall render written advisory decisions, 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.

13.8 All interpretations and advisory recommendations of the Design Professional 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 Design Professional shall endeavor to secure faithful performance by both the Owner and Contractor, and shall not show partiality to either.

13.9 The Design Professional shall recommend to the owner, the rejection of Work which does not conform to the Contract Documents.

13.10 The Design Professional shall not have authority to stop the Work without approval of the Owner.

13.11 Whenever, in the Design Professional's opinion, it is necessary or advisable, the Design Professional shall recommend/advise to the owner, that special inspection or testing of the Work in accordance with the provisions of the Contract Documents shall occur, whether or not such Work be then fabricated, installed or completed.

13.11.1 Owner shall furnish all such tests, inspections and reports that are required by law or by the Contract Documents or provide documentation that the item has previously been approved via inspection or testing.

13.11.2 The Design Professional shall monitor all such testing or inspections.

13.12 The Design Professional shall promptly review, and take other appropriate action upon Contractor's submittals such as shop drawings, product data and samples, per conformance with the design concept of the contract documents. Such action shall be taken within fourteen (14) days of receipt by Design Professional unless Owner and Design Professional otherwise mutually agree.

13.12.1 Design Professional's review shall not constitute review or approval of safety precautions or of construction means, methods, techniques, sequences or procedures.

13.12.2 Design Professional shall maintain a log of all submittals made and shall compare the submittals with Contractor's progress schedule.

13.12.3 The Design Professional shall not approve changes to the contract or substitutions through the regular submittal process.

13.12.3.1 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.

13.12.4 The Design Professional 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.

13.12.5 The Design Professional will advise the Owner of the circumstances of all Submittal reviews requiring more than fourteen (14) days processing time.

14.0 Design Change Management

14.1 The Design Professional 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 effected by written order issued through Owner.

14.1.1 The Design Professional shall provide recommendations concerning Request for Proposals, Change Orders, and Construction Change Directives and for their preparation, permitting and issuance to the contractor.

14.1.2 The Design Professional shall coordinate with the Owner and comply with the Owner's written procedure and "Construction" Contract concerning the Owner's required review of Request for Proposals, Change Orders and Construction Change Directives... what is, where is the written procedure??

14.1.2.1 Meet with the Owner's Project Manager prior to the preparation and execution of Request for Proposals and Change Order items to ensure that the changes comply with the intent of the proposed changes relative to the Project's original scope, the construction schedule and to Contractor entitlement for additional sums or contract time for the proposed Work.

14.1.2.2 Submit written and graphic information documenting proposed changes for formal review by the Owner's Project Manager and Cost Estimator prior to the issuance to the Contractor.

14.1.2.3 Review and indicate concurrence through signing the Request for Proposals etc. for Owner's authorization.

14.1.2.4 Process, prepare and issue contract modification documents, in a timely manner and not allow the period required for evaluation, preparation or to issue such documents to exceed fourteen (14) days. The Design Professional 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.

15.0 Cost Management Responsibilities

15.1 The Design Professional shall review and analyze all proposals submitted by the Contractor relative to scope changes, cost impacting items, and time impacting items.

15.2 The Design Professional shall present his findings to the Owner.

15.3 The Design Professional shall, at the Owners request, review the proposals and his analyze with the Contractor in review sessions with the Owner.

15.4 The Design Professional shall log and track all proposals provided to him for his review.

16.0 **Substantial Completion**

16.1 Upon request to be awarded Substantial Completion by the contractor, The Design Professional shall schedule a joint inspection of the work with the Contractor. The Contractor shall provide a copy of his punch list to the Design Professional for use in the review to add and subtract items from the list. Upon completion of the review the Design Professional shall compile an Official Punch List of the work not complying with the Project Documents. He shall evaluate the cost to complete the work and if it does not exceed 2% of the total contract value, in his opinion, the Design Professional shall issue a Certificate of Substantial Completion to the Contractor.

16.2 The Design Professional 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.

16.3 The Design Professional shall review, and forward to Owner for Owner's review, written warranties, operations and maintenance manuals as required by the Contract Documents as assembled by the Contractor.

16.3.1 The Design Professional and the 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.

16.4 Design Professional shall inspect the Project upon Contractor notice stating the work has completed 100%. If the Design Profession agrees, he shall advise the Owner in writing to schedule a final walk thru with the Owner and the contractor. If the Owner agrees. The Design Professional shall prepare and execute the required forms and documents indicating that the Work is completed in compliance with the Contract Documents.

16.5 At the appropriate time, the Design Professional shall certify Contractor's final certificate for payment.

16.6 The Design Professional shall within sixty (60) days of final acceptance provide the Owner with prints and electronic media copies of the original drawings, which the Design Professional has revised to conditions based on information furnished by the Contractor as Project Record Documents.

16.6.1 These prints and electronic media copies shall become the property of the Owner.

16.6.2 Submittal of these documents to the Owner is a condition of final payment of construction administration fees to the Design Professional.

17.0 Warranty Administration

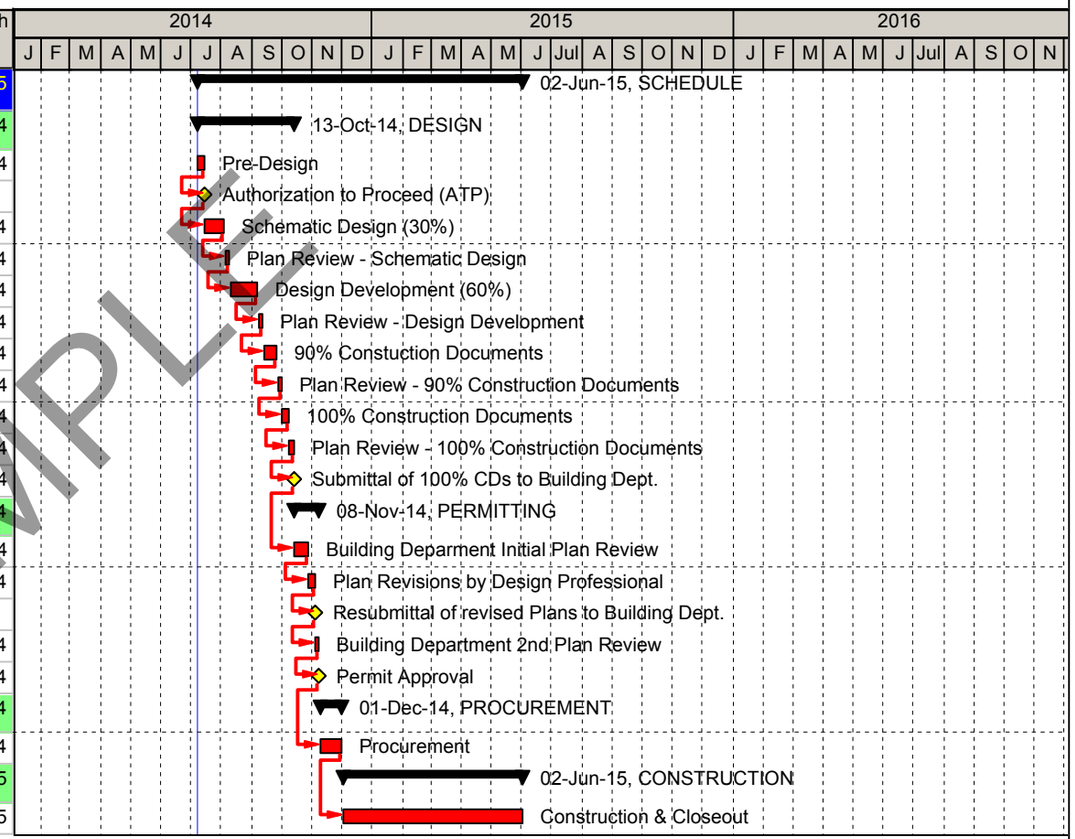
17.1 The Design Professional shall for one year following substantial completion of the construction project, assist the Owner, in securing correction of defects, and shall in the sixth and eleventh months make inspections of the project with the Owner and report observed discrepancies to the Owner and Contractor.

END

Attachment #3

Owner's Initial Schedule

Activity ID	Activity Name	Remaining Duration	Start	Finish
SCHEDULE		324	08-Jul-14	02-Jun-15
DESIGN		97	08-Jul-14	13-Oct-14
A1000	Pre-Design	7	08-Jul-14	14-Jul-14
A1010	Authorization to Proceed (ATP)	0	15-Jul-14	
A1020	Schematic Design (30%)	21	15-Jul-14	04-Aug-14
A1030	Plan Review - Schematic Design	5	05-Aug-14	09-Aug-14
A1040	Design Development (60%)	28	10-Aug-14	07-Sep-14
A1050	Plan Review - Design Development	5	08-Sep-14	12-Sep-14
A1060	90% Constuction Documents	14	13-Sep-14	26-Sep-14
A1070	Plan Review - 90% Construction Documents	5	27-Sep-14	01-Oct-14
A1080	100% Construction Documents	7	02-Oct-14	08-Oct-14
A1090	Plan Review - 100% Construction Documents	5	09-Oct-14	13-Oct-14
A1100	Submittal of 100% CDs to Building Dept.	0		13-Oct-14
PERMITTING		26	14-Oct-14	08-Nov-14
A1110	Building Deparment Initial Plan Review	14	14-Oct-14	27-Oct-14
A1120	Plan Revisions by Design Professional	7	28-Oct-14	03-Nov-14
A1130	Resubmittal of revised Plans to Building Dept.	0	04-Nov-14	
A1140	Building Department 2nd Plan Review	5	04-Nov-14	08-Nov-14
A1150	Permit Approval	0		08-Nov-14
PROCUREMENT		21	09-Nov-14	01-Dec-14
A1160	Procurement	21	09-Nov-14	01-Dec-14
CONSTRUCTION		180	02-Dec-14	02-Jun-15
A1170	Construction & Closeout	180	02-Dec-14	02-Jun-15



SAMPLE

Actual Work
Remaining Work
Critical Remaining Work
Milestone
Summary

PSA Attachment #4
SAMPLE PERMITTING PLAN FORMAT

Project Title: _____
SBBC Project Manager: _____
Design/Engineering Firm: _____

Note: The following is intended to be a guideline of the list of permits and required documents that may be required for the project; however the list is not all inclusive and it is the responsibility of the design/engineering professional to obtain all applicable permits and/or approvals.

General Instructions: This form is also intended to be used as a tracking mechanism for each type of permit required for the project. The design/engineering professional will be responsible for completion of this form. For each type of permit, please describe the type of application/forms required and the corresponding agency along with the other information required.

TREE PERMITS

Item No.	Description	Agency	Responsible Party	Date of Initial Application Submittal	Agency Application Number	Date of Expected Comments	Date of Agency Comments	Date of Response to Comments	Date of Expected Comments	Date of Agency Approval	Agency Approval No. and/or Permit No.	Comments
		Broward County DPEP										

CONCEPTUAL TRAFFIC/ENGINEERING

Item No.	Description	Agency	Responsible Party	Date of Initial Application Submittal	Agency Application Number	Date of Expected Comments	Date of Agency Comments	Date of Response to Comments	Date of Expected Comments	Date of Agency Approval	Agency Approval No. and/or Permit No.	Comments
		Broward County Traffic Engineering										

PLAT APPROVAL (if not previously recorded)

Item No.	Description	Agency	Responsible Party	Date of Initial Application Submittal	Agency Application Number	Date of Expected Comments	Date of Agency Comments	Date of Response to Comments	Date of Expected Comments	Date of Agency Approval	Agency Approval No. and/or Permit No.	Comments
		Municipal Planning and Zoning										
		Broward County Development Dept										

SURFACE WATER MANAGEMENT

Item No.	Description	Agency	Responsible Party	Date of Initial Application Submittal	Agency Application Number	Date of Expected Comments	Date of Agency Comments	Date of Response to Comments	Date of Expected Comments	Date of Agency Approval	Agency Approval No. and/or Permit No.	Comments
		SFWMD or										
		DPEP Water Resources Division or										
		Local drainage district										

WATER USE

Item No.	Description	Agency	Responsible Party	Date of Initial Application Submittal	Agency Application Number	Date of Expected Comments	Date of Agency Comments	Date of Response to Comments	Date of Expected Comments	Date of Agency Approval	Agency Approval No. and/or Permit No.	Comments
		SFWMD										
		Joint Water Resources										

DREDGE AND FILL

Item No.	Description	Agency	Responsible Party	Date of Initial Application Submittal	Agency Application Number	Date of Expected Comments	Date of Agency Comments	Date of Response to Comments	Date of Expected Comments	Date of Agency Approval	Agency Approval No. and/or Permit No.	Comments
		DPEP										

WATER DISTRIBUTION

Item No.	Description	Agency	Responsible Party	Date of Initial Application Submittal	Agency Application Number	Date of Expected Comments	Date of Agency Comments	Date of Response to Comments	Date of Expected Comments	Date of Agency Approval	Agency Approval No. and/or Permit No.	Comments
		Broward County Health Department										

WASTE WATER COLLECTION

Item No.	Description	Agency	Responsible Party	Date of Initial Application Submittal	Agency Application Number	Date of Expected Comments	Date of Agency Comments	Date of Response to Comments	Date of Expected Comments	Date of Agency Approval	Agency Approval No. and/or Permit No.	Comments
		Broward County DPEP										

PSA Attachment #4
SAMPLE PERMITTING PLAN FORMAT

Project Title: _____
SBBC Project Manager: _____
Design/Engineering Firm: _____

Note: The following is intended to be a guideline of the list of permits and required documents that may be required for the project; however the list is not all inclusive and it is the responsibility of the design/engineering professional to obtain all applicable permits and/or approvals.

General Instructions: This form is also intended to be used as a tracking mechanism for each type of permit required for the project. The design/engineering professional will be responsible for completion of this form. For each type of permit, please describe the type of application/forms required and the corresponding agency along with the other information required.

WATER AND SEWER UTILITIES AND ENGINEERING APPROVAL

Item No.	Description	Agency	Responsible Party	Date of Initial Application Submittal	Agency Application Number	Date of Expected Comments	Date of Agency Comments	Date of Response to Comments	Date of Expected Comments	Date of Agency Approval	Agency Approval No. and/or Permit No.	Comments
		Local Municipality										

ROAD WORK APPROVAL

Item No.	Description	Agency	Responsible Party	Date of Initial Application Submittal	Agency Application Number	Date of Expected Comments	Date of Agency Comments	Date of Response to Comments	Date of Expected Comments	Date of Agency Approval	Agency Approval No. and/or Permit No.	Comments
		Public Works County and										
		Local Engineering Department										

SIGNALIZATION, TRAFFIC SIGNAGE AND MARKINGS

Item No.	Description	Agency	Responsible Party	Date of Initial Application Submittal	Agency Application Number	Date of Expected Comments	Date of Agency Comments	Date of Response to Comments	Date of Expected Comments	Date of Agency Approval	Agency Approval No. and/or Permit No.	Comments
		Broward County Traffic Engineering										

BUILDING DEPARTMENT 1

Item No.	Description	Agency	Responsible Party	Date of Initial Application Submittal	Agency Application Number	Date of Expected Comments	Date of Agency Comments	Date of Response to Comments	Date of Expected Comments	Date of Agency Approval	Agency Approval No. and/or Permit No.	Comments
	90% REVIEW	SBBC BUILDING DEPARTMENT						DISCUSS	DISCUSS	DISCUSS	N/A	

BUILDING DEPARTMENT 2

Item No.	Description	Agency	Responsible Party	Date of Initial Application Submittal	Agency Application Number	Date of Expected Comments	Date of Agency Comments	Date of Response to Comments	Date of Expected Comments	Date of Agency Approval	Agency Approval No. and/or Permit No.	Comments
	100% REVIEW	SBBC BUILDING DEPARTMENT										

FIRE DEPARTMENT

Item No.	Description	Agency	Responsible Party	Date of Initial Application Submittal	Agency Application Number	Date of Expected Comments	Date of Agency Comments	Date of Response to Comments	Date of Expected Comments	Date of Agency Approval	Agency Approval No. and/or Permit No.	Comments
		FIRE DEPARTMENT										

Item No.	Description	Agency	Responsible Party	Date of Initial Application Submittal	Agency Application Number	Date of Expected Comments	Date of Agency Comments	Date of Response to Comments	Date of Expected Comments	Date of Agency Approval	Agency Approval No. and/or Permit No.	Comments

Item No.	Description	Agency	Responsible Party	Date of Initial Application Submittal	Agency Application Number	Date of Expected Comments	Date of Agency Comments	Date of Response to Comments	Date of Expected Comments	Date of Agency Approval	Agency Approval No. and/or Permit No.	Comments

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
    3775 SW 16th Street
    Fort Lauderdale, FL 33312
    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
3775 SW 16th Street Fort Lauderdale, FL 33312 (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
3775 SW 16th Street Fort Lauderdale, FL 33312 (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)

May 23, 2016
Philip D. Kaufold, Manager, Construction
School Board of Broward County
Office of Facilities & Construction

MCHarry Associates, Inc.
2780 SW Douglas Road
Miami, Florida 33133
305-445-3765

Re: Atlantic Technical College RFQ 16-082F GoBond Repairs and Renovation

Dear Mr. Kaufold,:

This is our proposal for Architectural and Engineering services necessary to develop construction documents for Selected Renovation and Repair Scope associated with RFQ 16-082F at Atlantic Technical College for the School Board of Broward County. This scope is in alignment with the ADEFP, however the construction budget for this scope has not been validated. The AE fee presented is based on the FLCC budget shown and then benchmarked to the percentage fee provided in the PSA. Once MCHarry and our team complete the Scope Validation phase of the contract, we understand that if there is a change in either scope or budget, including FLCC, we will present our fee adjustment, and SBBC will permit and allow the fee to be equitably adjusted to the required FLCC. The summary of the scope is as follows and a more detailed narrative is included herein;

	ADEFP (proj Cost)	SBBC Provided FLCC
Fire Sprinklers	$1,482,000	$1,018,955
Roofing (incl below)		
Envelope Repairs	$2,710,000	$1,863,272
Media Center Renovations	$118,000	$81,131
HVAC Improvements	$4,642,000	$3,191,627
	$8,952,000	$6,154,985

SBBC provided FLCC $6,154,985

Approx. Time Frame (in days			*6*	*10*	*31*	*16*	*52*
			PreDesign Scope Validation Phase	Final Site Validation and 30% Design	Contract Documents (60%-90%)	Bidding	Construction Admin
Task	Total hours & fee			Basic Services;			
Architectural	3,578	Hrs	351	1,046	1,263	68	850
	$342,849	*Fee*	*$34,300*	*$102,600*	*$113,000*	*$6,900*	*$86,049*
Structural Engineer	78	Hrs	0	35	43	0	0
	$8,200	*Fee*	*$0*	*$3,700*	*$4,500*	*$0*	*$0*
SGM - MEP Engineer	1,938	Hrs	188	564	619	32	535
36.6%	*$202,900*	*Fee*	*$20,300*	*$61,000*	*$66,900*	*$4,000*	*$50,700*
Civil Engineer	0	Hrs	0	0	0	0	0
0%	*$0*	*Fee*	*$0*	*$0*	*$0*	*$0*	*$0*
Sub-Total Hrs	5,594	Hrs	*539*	*1,645*	*1,925*	*100*	*1,385*
Sub-Total Fee $$	*$553,949*	*Fee*	$ 54,600	$ 167,300	$ 184,400	$ 10,900	$ 136,749
				9.0%	*BASIC SERVICES*		*$ 553,949*
					*Reimbursable Expense Allowance (at Cost) ***		*$ 25,051*
					***[Printing; Undergound Utility Surveys; Non-distructive Testing++]*		
					LUMP SUM FEE		**$ 579,000**

James Piersol

May 23, 2016

Atlantic Technical College RFQ 16-082F

MCHarry Associates, Inc.
2780 SW Douglas Road
Miami, Florida 33133
305-445-3765

The following is a summary of the Scope outline as determined by a review of various preliminary documents provided by SBBC. This scope is in general alignment with the ADEFP, however the construction budget for this scope has not been validated. The AE fee presented is based on the FLCC budget shown and then benchmarked to the percentage fee provided in the PSA.

Once MCHarry and our team complete the Scope Validation phase of the contract, we understand that if there is a change in either scope or budget, including FLCC, we will present our fee adjustment, and SBBC will permit and allow the fee to be equitably adjusted to the required FLCC before moving forward into the Construction Document phase.

Fire Sprinklers: we understand the scope is new Fire sprinklers for Buildings 1, 2, 3, 4, 5, 6, 7, 8, 9 10, 11, 12, 13, 14, 15, 17, 18, 20 totaling about 129,000 sf. New ceilings will not be required, and are not budgeted, but could be considered. No work is identified in Building 16, 20 or 22. A fire main loop has not been considered at this time, as there was no identified scope or budget identified within the FLCC. We will investigate the need for this scope and recommend the appropriate FLCC and scope during the scope validation phase

Building Envelope Improvements:

Roofing; provide re-roofing and related repairs to 1, 2, 3, 4, 5, 6, 7, ,9 10, 11, 12, 13, 14, 15, 16, 17, 18, 20, 22 and 23 totaling about 129,000 sf + about 48,000 sf of reroofing of concrete covered walkway systems. It is expected that this scope will involve replacement insulation, some deck repair, and repairs to the rainwater collection systems as needed (scuppers, downspouts, roof drain inlets). ** some deck systems at this school are techtum and have required 'blue sky' replacment before. Although not currenly budgeted we will also review the potential impact to the MEP trades that might need to be added if there is roof mounted MEP equipment.

Exterior Painting: provide new paint on exterior of Buildings 1, 2, 3, 4, 5, 6, 7, 8, 10, 11, 12, 13, 14, 16, 17, 18, 20, 22 and 23 totaling about 165,000 sf or wall.

Media Center Renovations. Construction budget of $79,000 identified. Renovate the 3,100 SF Media Center with new finishes at $25/sf. Confirm if lighting is to be included.. The project budget will not support HVAC upgrades or reconfiguring, remodeling.

HVAC Improvements. The FLCC indicates a budget of $2.3M at the sub contract level. The various scope documents we have reviewed have identified various scope, but it is unclear preceisely what will be included. MCHarry will review the conditions, current reports and develop the final scope. Generally we understand the scope could include; Full replacement of the Chillers and Cooling Tower, Chilled Water Piping system throughout and between buildings, replacement of about 30 to 35 AHU/ Package AC units on a 1x1 basis, upgrade controls to DDC, (remove pnuematic systems, replacing VAV boxes); Ductwork replacement associated with AHU replacements. The specific scope will need to be developed and balanced against the FLCC available. No AHU replacement was identified in Building 5, 9, 14, 16, bu this will be validated.

May 23, 2016

MCHarry Associates, Inc.
2780 SW Douglas Road
Miami, Florida 33133
305-445-3765

Atlantic Technical College RFQ 16-082F

List of Raw Salary Rates - Average for puposes of establishing estimated man hours

	Raw- Ave	Billing	Mulitplier
Principal	na	$ 165	2.81
Sr. Proj. Mgr/Arch	$ 48.08	$ 135	
Proj Mgr/Architect	$ 39.42	$ 111	
Engineer	$ 43.27	$ 122	
Specification	$ 31.25	$ 88	
Drafting	$ 27.88	$ 78	
Gross Ave Billing Rate		$ 99	

Project Schedule

	Calendar Days
Scope Validation	28
SBBC Review	14
Construction Documents	
30% Completion	*56*
SBBC Review	14
60% Completion	*112*
SBBC Review	21
90% Completion	*56*
SBBC Review	7
100% CD Submittal	*21*
Initial Building Department Review	21
AE Response to Comments	14
Final Comments/Approvals	14
Bidding and Award	90
Construction Phase	365
Warranty Phase	365

EXHIBIT 2

Atlantic Technical College

Adopted District Educational Facilities Plan

Project	*Carryover (2014-15)*	Year 1 (2015-16)	Year 2 (2016-17)	Year 3 (2017-18)	Year 4 (2018-19)	Total	Scope
Canopy Replacement	405,000					405,000	Demolish existing canopy and install new Main Entrance Canopy at Building #1. Scope of work includes new lighting and lighting protection, concrete slab and structural concrete columns, storm drainage, revised stairs, planters and handrails.
~~HVAC~~	~~6,051,469~~					~~6,051,469~~	~~IAQ Repairs - HVAC~~
Re-Roof	221,400					221,400	Demolish existing roofing and tectum decking down to bar joists on Building #8. Install new metal decking and SBS Modified roof system and related accessories.
ADEFP Sub-Total	626,400	0	0	0	0	626,400	

SMART Program

Project	*Carryover (2014-15)*	Year 1 (2015-16)	Year 2 (2016-17)	Year 3 (2017-18)	Year 4 (2018-19)	Total	Scope
Safety & Security		1,482,000 *				1,482,000	Fire Sprinklers
Renovation	161,000					161,000	Wireless Network Upgrade
Renovation		100,000				100,000	School Choice Enhancement
Renovation		118,000 *				118,000	Media Center improvements
Renovation		4,642,000 *				4,642,000	IAQ Repairs - HVAC
Renovation	18,000					18,000	CAT 6 Data port Upgrade
Renovation		2,710,000 *				2,710,000	Building Envelope Improvements (Roof, Window, Ext Wall, etc.)
Technology	483,000					483,000	Technology Infrastructure (Servers, Racks, etc.) Upgrade
SMART Sub-Total	662,000	9,052,000	0	0	0	9,714,000	

	Carryover (2014-15)	Year 1 (2015-16)	Year 2 (2016-17)	Year 3 (2017-18)	Year 4 (2018-19)	Total
School Total	1,288,400	9,052,000	0	0	0	10,340,400

*Project Scope Included

Attachment 6.b

Design Fees for Owner Changes -

CONSTRUCTION CONTRACT VALUE	FEE PERCENTAGE		
	PROJECT COMPLEXITY (see Definitions Below)		
	Non Complex	Intermediate	Complex
Less than $1M	10.00%	11.00%	12.00%
$1M - <$2M	8.00%	9.00%	10.00%
$2M - <$4M	7.50%	8.50%	9.50%
$4M - <$10M	7.00%	8.00%	9.00%
$10M - <$15M	6.50%	7.50%	8.50%
$15M - <$20M	6.00%	7.00%	8.00%
$20M - $40M	5.80%	6.50%	7.50%

PROJECT COMPLEXITY - DEFINITIONS

NON COMPLEX:

Includes basic architectural and/or civil work and roofing
Electrical – 110V only
Mechanical – simple replacement of components
Plumbing – replacement of fixtures and immediate piping
Civil – trenching, slabs on grade, fencing, sidewalks, landscaping

INTERMEDIATE – (Non Complex plus)

Includes Architectural, Civil and MEP
Architectural – renovations to exterior non-load bearing walls, windows, doors
Mechanical – replacement of components and existing controls
Fire – minor revision to sprinkler systems
Electrical – 110/220V systems
Plumbing – new/modifications to distribution

COMPLEX – (Intermediate plus)

Includes multi-discipline work including civil, architectural, MEP, fire protection and controls system
Mechanical - Major equipment and controls system
Electrical – High voltage, 480V, 220V & 110V
Fire – Sprinkler system and controls systems
Plumbing – above & below grade

School Board of Broward County, FL
Fee Chart - URS 15-0925

Supplemental Services

1.0 The services listed below are normally considered to be beyond the scope of Basic Services as defined in this Agreement. If the item or items below are listed in your specific Project Scope then the items are considered Basic Services for your specific Project. If the scope of services is requested after the initial Authorization to Proceed, then standard procedure for a design scope change is to be followed to establish the cost for the change prior to the work being accomplished.

2.0 Scope Items

- 2.1 Providing special analysis of the Owner's needs, and special detailed programming requirements for a project.
- 2.2 If the project needs are so unique that a special analysis of the requirements is necessary to establish a more detailed program.
- 2.3 Providing financial feasibility, or other special studies.
- 2.4 Providing planning surveys, site evaluations, or comparative studies of prospective sites.
- 2.5 Providing services relative to future facilities, systems and equipment which are not intended to be constructed as part of the current Project's construction phase.
- 2.6 Providing services to make measured drawings or partial measured drawings of the existing site or facilities.
- 2.7 Providing the services of a cost estimating firm beyond the basic services described in the contract. The choice of the estimating firm, qualifications of the firm and the terms of employment of the firm shall be approved in writing in advance by the Owner or may be the Owner's independent cost estimator.
- 2.8 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.
- 2.9 Providing investigations and making detailed appraisals and valuations of existing facilities, and surveys or inventories required in connection with construction performed by the Owner.
- 2.10 Providing the services of one or more full-time Construction Inspector during construction; including the services of a Special Threshold Inspector.
- 2.11 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.
- 2.12 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 Design Professional.
- 2.13 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.

2.14 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. Standard change process to be utilized. Compensation for Supplemental Services will not be paid for revisions due to design errors or omissions. Compensation for Supplemental Services will not be paid for revisions due to bids exceeding the "fixed limit of construction cost," unless the Design Professional has previously projected cost overruns at the Design Development Phase.

2.15 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 Sub-contractor.

2.16 Preparing change orders and related documents for significant changes in the scope of the project as requested by the Owner in writing. Compensation for Supplemental Services will not be paid for revisions due to design errors or omissions.

2.17 Review of extensive claims by the Contractor or others relating to the Project.

2.18 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.

2.19 Preparing to serve or serving as an expert witness in connection with any public hearing, arbitration proceeding or legal proceeding.

2.20 Providing services after certification to the Owner of that Final Certificate for payment, and said payment has been made to the Contractor.

2.21 Providing any other services not otherwise included in this Agreement or not customarily furnished in accordance with generally accepted Architectural Practice related directly to construction.

2.22 The Design Professional 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. The Owner is to be advised in writing prior to performing the third review.

2.23 Investigative demolition work to determine existing conditions.

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 AutoCAD 2010 files, 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.

The School Board of Broward County, Florida

RFQ # and NAME RFQ 16-082F **Atlantic Technical College**

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
None - Not Applicable		

Check one of the following and sign:

[X] 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

M.C. Harry and Associates, Inc.
Company Name

James Piersol
Name of Official

2780 SW Douglas Road, Miami FL 33133
Business Address

2780 SW Douglas Road, Miami FL 33133
City, State, Zip Code

Design Professional Company Name:_____

Monthly Utilization Reports to be Submitted to:
The School Board of Broward County, Florida
Supplier Diversity & Outreach Program
7720 West Oakland Park Boulevard, Suite 323
Sunrise, FL 33351-6704

754-321-0550 Telephone

754-321-0934 FAX

Monthly M/WBE Utilization Report

This report is to be provided monthly to coincide with the Design Professionals monthly billing.

1. Reporting Period From: _____ Reporting Period To: _____

This report is to be mailed directly to the Supplier Diversity & Outreach Program.

Design Professional Information

ADDRESS OF DESIGN PROFESSIONAL	CONTRACT AMOUNT (if applicable)	LENGTH OF CONTRACT	CONTRACT START DATE	CONTRACT END DATE	Contract M/WBE Goal %
_____ **Additional services listing** _____ **Current Totals**					

SUPPLIER DIVERSITY & OUTREACH PROGRAM VENDOR INFORMATION

NAME OF CERTIFIED M/WBE CONSULTANT	WORK DESCRIPTION	AMOUNT DRAWN/PAID TO VENDOR	AMOUNT FOR WORK PERFORMED DURING MONTH	AMOUNT PAID TO DATE	% of TOTAL PAID TO CONTRACT AMOUNT

CurrentTotals_____

Company Official's Signature & Title: _____

Phone # (_____) _____ Date: _____

Form **W-9**
(Rev. August 2013)
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.

Name (as shown on your income tax return)
M.C. Harry and Associates, Inc.

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification:
☐ Individual/sole proprietor ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶

☐ Other (see instructions) ▶

Exemptions (see instructions):
Exempt payee code (if any)
Exemption from FATCA reporting code (if any)

Address (number, street, and apt. or suite no.)
2780 SW Douglas Road, Suite 302

Requester's name and address (optional)

City, state, and ZIP code
Miami, FL 33133

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 the "Name" line to avoid backup withholding. For individuals, this is 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 chart on page 4 for guidelines on whose number to enter.

Social security number
[ ][ ][ ] - [ ][ ] - [ ][ ][ ][ ]

Employer identification number
5 9 - 2 2 8 1 4 3 0

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 ▶ Date ▶ 6/7/2016

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. The IRS has created a page on IRS.gov for information about Form W-9, at www.irs.gov/w9. Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, payments made to you in settlement of payment card and third party network transactions, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

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.

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.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS a percentage 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* on page 1.

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 requestor may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name/disregarded entity name" line.

Partnership, C Corporation, or S Corporation. Enter the entity's name on the "Name" line and any business, trade, or "doing business as (DBA) name" on the "Business name/disregarded entity name" line.

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 Regulation section 301.7701-2(c)(2)(iii). Enter the owner's name on the "Name" line. The name of the entity entered on the "Name" line should never be a disregarded entity. The name on the "Name" line must 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 the "Name" line. 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 the "Business name/disregarded entity name" line. 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.

Note. Check the appropriate box for the U.S. federal tax classification of the person whose name is entered on the "Name" line (Individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

Limited Liability Company (LLC). If the person identified on the "Name" line is an LLC, check the "Limited liability company" box only and enter the appropriate code for the U.S. federal tax classification in the space provided. If you are an LLC that is treated as a partnership for U.S. federal tax purposes, enter "P" for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter "C" for C corporation or "S" for S corporation, as appropriate. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the "Name" line) is another LLC that is not disregarded for U.S. federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the "Name" line.

Other entities. Enter your business name as shown on required U.S. federal tax documents on the "Name" line. 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 the "Business name/disregarded entity name" line.

Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the *Exemptions* box, any code(s) that may apply to you. See *Exempt payee code* and *Exemption from FATCA reporting code* on page 3.

Exempt payee code. Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends. Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following codes identify payees that are exempt from backup withholding:

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 possession of the United States, 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 possession of the United States

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, 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—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 possession of the United States, 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 Reg. 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 Reg. 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

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 page 2), 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 Social Security Administration 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 the "Name" line 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 Regulation 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 Regulation 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 1.

*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, social security number (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 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.

The School Board of Broward County, Florida
ACH Payment Agreement Form (ACH CREDITS)

VENDOR NAME: M. C. Harry and Associates, 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: First National Bank of South Miami

Branch/ State: South Miami / Florida

Routing No: 067005873

Account No: 0100906103 — Checking [X] Savings [ ]

VENDOR AREA:
Remittance Confirmation: (please select one) jpiersol@mcharry.com — Fax [ ] Email [X]

Federal Identification No. Vendor 59- 228 1430 — TAX ID# [ ] SS# [ ]

Update Purchase Order Fax & Email Address

Centralized Fax Number _____ **Dept.** _____

Centralized Email _____ **Dept.** _____

Centralized Phone No. _____ **Dept.** _____

Signature

Authorized Signature (Primary) and Business title: Craig Aquart President — **Date:** 6/7/2016

Authorized Signature (Joint) and Business title: Lourdes Solera, Vice President — **Date:** 6/7/2016

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: _____

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
SWORN STATEMENT PURSUANT TO SECTION 287.087, FLORIDA STATUTES, AS CURRENTLY ENACTED OR AS AMENDED FROM TIME TO TIME, ON PREFERENCE TO BUSINESSES WITH DRUG-FREE WORKPLACE PROGRAMS.

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

This sworn statement is submitted to The School Board of Broward County, Florida,
by James Piersol, Vice President
(Print individual's name and title)
for M.C. Harry and Associates, Inc.
(Print name of entity submitting sworn statement)
whose business address is
2780 SW Douglas Road,
Miami Fl 33133
and (if applicable) its Federal Employer Identification Number (FEIN) is 59-228 1430
(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____.)

I certify that I have established a drug-free workplace program and have complied with the following:

1. Published a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Informed employees about the dangers of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Given each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

4. In the statement specified in subsection (1), notified the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five days after such conviction.

5. Will impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.

6. Am making a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

_____
(Signature)

Sworn to and subscribed before me this 7th day of June, 2016.
Personally Known XXX
OR Produced identification N/A
_____
(Type of identification)

Notary Public - State of Florida
My commission expires 9/3/2016
_____
(Printed, typed or stamped commissioned name of notary public)

LIZZETTE CAROLINA GARCIA
NOTARY PUBLIC
STATE OF FLORIDA
Comm# EE831842
Expires 9/3/2016

ERRORS AND OMISSIONS PROCESS

DEFINITIONS

Construction Change Order Item ("COI"): A document (Document 01250g) which identifies a change to the Scope of Work of the Project and/or Contract Time, which may increase or reduce Contract Sum.

Contract Sum: The initial construction cost identified in the agreement between the Contactor and Owner for constructing the Scope of Work.

Change Order: A document presented to the Owner for approval and which consists of one or more COIs.

Project Consultant Error. A Change Order Category which changes the Scope of Work and/or Contract Time as a result of contract documents that call for items which are incorrect (wrong dimensions; incorrectly sized pipe, duct, and equipment; conflicts and interferences; etc.).

Project Consultant Omission. A Change Order Category which changes the Scope of Work and/or Contract Time as a result of a contract document that fails to include items necessary to the project, of which the Project Consultant should have been aware (utilities to equipment, missing architectural details, etc.).

E&O: Means or refers to Project Consultant Errors and/or Project Consultant Omissions as described herein above.

Owner's Request. A Change Order Category which changes the Scope of Work and/or Contract Time as a result of a change approved by the Owner resulting from new and/or revised criteria, mission change, etc.; or a technical or administrative decision that results in a finished product equivalent to that originally required, where the original design is correct (relocating doors or equipment, changing types of material or equipment, etc.); or a phase design and/or construction change to the original scope of work of the project; or a value engineering change initiated by the construction contractor.

Premium Costs: The additional cost of a construction contract change that would not have been incurred if the work had been included in the original contract. More specifically, Premium Costs are dollar amounts paid for "non-value added work" that is required to correct a Project Consultant's E&O. Non-value added work includes, but is not limited to, delays, inefficiencies, rework, or extra work as shown below, other than costs caused by the contractor and/or his subcontractors or suppliers or by other parties not under the control of the Project Consultant. Non-value added work can occur in three distinct situations:

1) Work delays or inefficiencies. The Premium Costs are costs the Owner paid or will pay to the contractor for delays or inefficiency damages caused by E&O;

2) Rework. The Premium Costs are the dollar amount of the original items of work that have to be removed and the costs to remove these items; and

3) Extra Work. The Premium Costs are the net difference between the final prices the Owner agrees to pay to the contractor and the cost the Owner would have incurred had the extra work been included in the original bid at letting.

Scope of Work: The work identified in the Construction Documents to be performed by the Contractor pursuant to the construction contract between Contractor and Owner.

Unforeseen condition. A Change Order Category which changes the Scope of Work and/or Contract Time as a result of an existing physical condition that conflicts with new work (underground utilities and rock, conflicts concealed in wall or ceiling), which could not reasonably have been determined by the Project Consultant during design.

Other: Definitions of additional terms appropriate to the legal approach underlying the agency's treatment of design errors and omissions and recoverable costs.

The School Board of Broward County (SBBC) recognizes that no design can be 100-percent "perfect," but the consultant is expected to exercise reasonable care in its work. Even the best of contracts and work performance will produce some errors and omissions.

SBBC pledges to work with consultants in good faith and on the basis of trust and respect in fulfilling the contracted design.

Problems in design will be communicated quickly to the consultant. The consultant will be involved in helping to resolve the matter and mitigate the potential damages.

SBBC will maintain good communication with the design consultant continually throughout the contract. (Misunderstandings in performance expectations often arise from lack of good communication.)

SBBC shall consider all relevant facts and information surrounding the consultant's agreement and design performance, including mitigating circumstances.

SBBC's priority is to avoid errors and omissions claims in the first place and the desire is to resolve E&O claims administratively rather than through litigation. Legal action is viewed as a last resort.

SBBC will seek to resolve design problems at the lowest organizational level possible.

Errors and Omissions Process:

Step and Level	**Actions**
1.Discovery (Any Level)	SBBC becomes aware of a problem on the project, and conducts an initial review of circumstances to assess whether the problem is likely a) design-related, b)

	construction, or c) due to other causes that are not the responsibility of the design consultant or the contractor. The assumption is to determine that the problem is design-related.
2.Initial Notification	SBBC notifies consultant, requests involvement. Consultant responds to request, advises on problem.
3. Investigation and Decision on Liability (i.e., responsibility for negligent performance) and Resulting Damages.	SBBC and consultant maintain communication regarding problem. SBBC investigates likelihood of error or omission resulting from design consultant's negligence. SBBC also considers other factors that may influence potential consultant liability, for or against. If E & O issues are identified, SBBC assesses the type and extent of potential damages due to errors or omissions. If SBBC determines that damages have occurred as the result of design E & O, SBBC estimates the premium costs that reflect damages. SBBC evaluates cost-effectiveness of recovery, other influencing factors. SBBC's legal office is consulted prior to decision on consultant liability and cost recovery.
4.Notification to Consultant of SBBC Decision	SBBC decides whether cost recovery will be undertaken, based upon factors evaluated in Step 3 above. SBBC communicates decision to consultant.
5.Review Meeting	SBBC schedules meeting of district review panel (membership defined in E & O procedure). Panel assessment and decision on consultant liability and extent of damages. SBBC communicates decision to consultant, notifies consultant of options.
6.Alternate Dispute Resolution (ADR)	SBBC and consultant participates in ADR. Procedures (including possible cost sharing) defined in SBBC E & O procedure, agreed to by consultant.
7.Recovery and Collection	If consultant agrees to restitution of damages at any point above, SBBC advises consultant on procedure and processes payment.

	Release and Settlement Agreement executed. Monetary payments credited to project in which E & O issue occurred.
8. Litigation	SBBC technical staff provide legal office with file documentation.

Design and Professional Consulting Staff

Prime Firm:

Name	Title	Role	Time Commitment	Florida professional license	Email Address

Subconsultant:

Name	Title	Role	Time Commitment	Florida professional license	Email Address

Subconsultant:

Name	Title	Role	Time Commitment	Florida professional license	Email Address

Subconsultant:

Name	Title	Role	Time Commitment	Florida professional license	Email Address

Attachment 16 - Project Scope of Work

Atlantic Technical College
4700 Coconut Creek Parkway
Coconut Creek FL 33063

Project Number: P-000415
Project Description: Design & Renovation
RFQ Number: 16-082F

Prepared for: The School Board of Broward County

600 SE 3rd Ave
Ft Lauderdale, FL 33301

Prepared by: HEERY

A group of professional service practices
999 Peachtree St, NE
Atlanta, Georgia 30309

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1.0.0 Executive Summary

On November 4, 2014, Broward County voters approved a General Obligation Bond (Bond) referendum that provides critically needed funding for Broward's students. Broward County Public Schools has committed to investing the funding to enhance students' learning environments by focusing on improvements in Safety, Music, Art, Athletics, Renovations and Technology (SMART).

To ensure equity among schools regarding Broward County Public Schools SMART initiative, a comprehensive Facility Needs Assessment was conducted Districtwide. The Needs Assessment provided an objective, data-driven overview of the District as a whole, as well as a strategic planning tool for prioritizing the most critical needs facing our schools for safety and security; repairs and renovations; and technology and technology infrastructure.

Based on the Facility Needs Assessment, Atlantic Technical College was found to require renovations to multiple facility components. The key objectives are 1) to thoroughly plan the work to allow normal school activities to continue without interruption with a focus on safety and completing work as soon as possible, and 2) to capitalize on the 2017 Summer break to complete portions of scope when students are not on campus.

Included in this project scope of work is:

Atlantic Technical College

- Fire Sprinkler New & Replacements
- Media Center Improvements
- IAQ Repairs – HVAC Improvements
- Building Envelope Improvements

2.0.0 Atlantic Technical College

2.1.0 Project Scope of Work

The scope of work is broken down in accordance with the Approved District Educational Facility Plan SMART Program. The scope is presented as overall site deficiencies with specific trades called out when possible. Additionally, the scope of services specific to each campus building is itemized in section 2.4.0 facility assessment reports with specific trades called out when possible for reference purposes only. **The Design Team is responsible for confirming all areas within the scope of work and necessary quantities and component sizes relevant to the campus renovations.** The scope of work is limited to that which is being funded by the General Obligation Bond or agreed upon alternatives with the designated representatives of the school district.

The Design Team shall be responsible for the full design of a complete replacement Fire Sprinkler System in multiple buildings on the campus, which shall meet all applicable codes and SREF design requirements. The fire sprinkler system is viewed as a mission critical concern of the highest priority level.

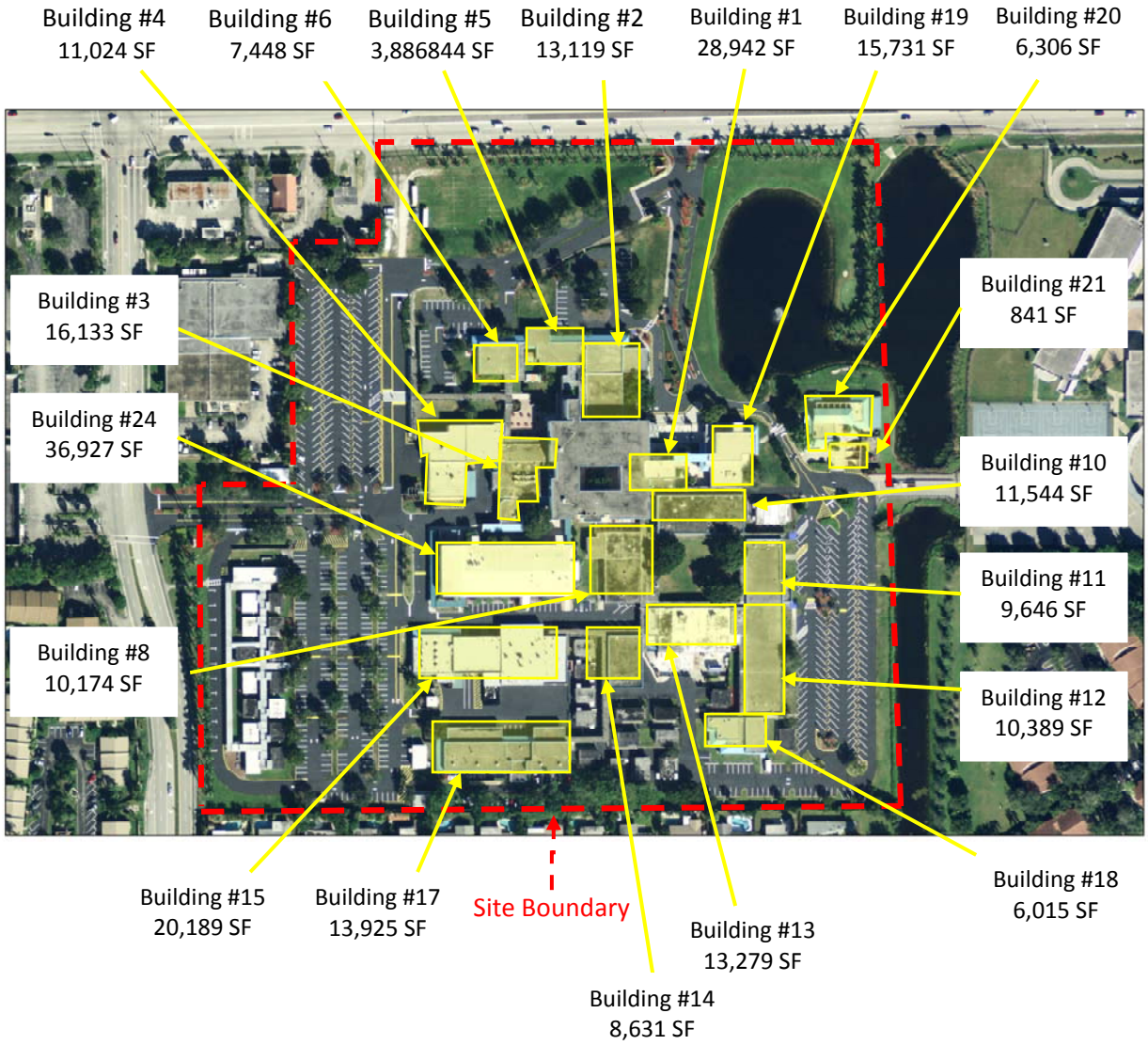
The Design Team shall be responsible for the full design of Media Center improvements. The Designer shall work with the designated representatives of the school district to identify and perform remodeling of this space related to specific school district design guidelines. These renovations may include but are not limited to typical design disciplines and may require specialty trades. Refer to Section 2.4.1 ADEFP for budgeted SMART program allocation. The Designer shall coordinate the overall ADEFP budget with the space renovations. See Section 2.3.3 and 2.3.4 for room designations, and 2.3.2 FISH Inventory for relevant Design Code for room coordination.

The existing roofing is deteriorated and at the end of its useful life. The Design Team shall be responsible for the full design of replacing multiple campus building existing roofing system with new decking requirements per County standards. Moreover, some existing roof areas will need to be raised to provide positive drainage and new minimum roof R-Values and may necessitate the need to raise existing equipment, utilities and other construction to accommodate new flashing heights.

The facility assessment determined various envelope and building systems to require replacement. This scope includes, but is not limited to painting of the exterior of multiple campus buildings, replacement of exhaust fans, controls, and air handling units in multiple campus buildings, mechanical piping and ductwork replacement, the replacement of roof top air handling units on multiple campus buildings, cooling tower and central plant equipment replacement located at Building 4. In addition to the identified deficiencies found in section 2.4.0, the Design Team is responsible for working with the designated representatives of the school district to identify additional deficiencies related to the envelope, indoor air quality, lighting, and HVAC systems. The facility assessment reports stand as initial budgeted concerns, but does not serve as the limits of scope of work for the project renovation.

2.2.0 Site Summary

Atlantic Technical College is an existing school originally built in 1972 with expansions and renovations having taken place in multiple years. The campus currently encompasses twenty-four (24) buildings with an approximate square footage of 201,241 SF.



Buildings not shown: 7, 9, 16, 22, 23,

2.3.0 FISH Documents

2.3.1 FISH Summary Report

FLORIDA INVENTORY OF SCHOOL HOUSES (FISH)

FLORIDA DEPARTMENT OF EDUCATION
EDUCATIONAL FACILITIES
AGENCY NSF/STUDENT STATIONS SUMMARY REPORT

ORGANIZATION: 6-BROWARD COUNTY SCHOOL DISTRICT
FACILITY: ATLANTIC TECHNICAL COLLEGE
FACILITY USE: All
STRUCTURE TYPE: All
CONDITION: 1-SATISFACTORY
GROUP BY: DISTRICT

District : 6 - BROWARD COUNTY SCHOOL DISTRICT

DESIGN CODE	ROOM DESIGN CODE	TOTAL ROOMS	NET SQ FT	STUDENT STATIONS
00023	SENIOR HIGH SCIENCE LAB (9-12)	4	6,120	100
00203	MEDIUM AGRICULTURE LAB	1	1,949	20
00211	PRACTICAL BUSINESS LAB	2	2,622	40
00212	BUSINESS EDUCATION LAB	3	7,364	101
00222	SMALL DISTRIBUTIVE/DIVERSIFIED LAB	2	1,650	40
00223	MEDIUM DISTRIBUTIVE/DIVERSIFIED LAB	1	1,444	20
00232	SMALL HOME ECONOMICS LAB	2	2,237	40
00234	LARGE HOME ECONOMICS LAB	2	3,727	40
00242	MEDIUM TECHNOLOGY LAB	1	2,062	20
00244	SMALL INDUSTRIAL LAB	4	4,456	78
00245	MEDIUM INDUSTRIAL LAB	10	21,311	200
00246	LARGE INDUSTRIAL LAB	4	14,252	80
00251	PRACTICAL HEALTH LAB	1	1,810	24
00252	SMALL HEALTH LAB	6	7,970	120
00270	WORK EVALUATION LAB	2	3,586	0
00272	VOCATIONAL LAB SUPPORT SPACE	37	18,568	0
00300	PRINCIPAL/DIRECTOR OFFICE	1	286	0
00301	ASSISTANT PRINCIPAL/OTHER OFFICE	31	5,252	0
00302	BOOKKEEPING OFFICE	2	220	0
00303	SECRETARIAL SPACE	3	2,496	0
00304	RECEPTION AREA	3	1,650	0
00306	CONFERENCE ROOM	4	1,079	0
00308	GENERAL SCHOOL STORAGE	6	456	0
00309	VAULT/STUDENT RECORDS	2	317	0

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FLORIDA INVENTORY OF SCHOOL HOUSES (FISH)

FLORIDA DEPARTMENT OF EDUCATION
EDUCATIONAL FACILITIES
AGENCY NSF/STUDENT STATIONS SUMMARY REPORT

District : 6 - BROWARD COUNTY SCHOOL DISTRICT

DESIGN CODE	ROOM DESIGN CODE	TOTAL ROOMS	NET SQ FT	STUDENT STATIONS
00310	SCHOOL STORE	2	940	0
00312	COMPUTER AREA	2	218	0
00313	CAREERS ROOM	1	712	0
00315	TEACHER PLANNING OFFICE	24	5,651	0
00316	TEACHER LOUNGE/DINING	4	1,913	0
00330	CUSTODIAL RECEIVING	3	3,549	0
00331	CUSTODIAL SERVICE CLOSET	14	662	0
00333	FLAMMABLE STORAGE	4	563	0
00334	CUSTODIAL EQUIPMENT STORAGE	5	1,596	0
00340	DINING AREA	4	4,075	0
00342	KITCHEN DRY STORAGE	2	358	0
00344	KITCHEN GARBAGE WASH	1	125	0
00345	KITCHEN NONFOOD STORAGE	1	62	0
00347	KITCHEN DISH WASHING	1	300	0
00350	OTHER FOOD SERVICE	5	651	0
00380	LIBRARY (READING ROOM/STACKS)	1	1,596	0
00381	MEDIA TECHNICAL PROCESSING	1	1,050	0
00383	AUDIO VISUAL STORAGE	1	295	0
00700	INSIDE CIRCULATION	13	1,671	0
00701	COVERED WALKWAY	49	80,697	0
00702	MECHANICAL ROOM	30	7,158	0
00703	ELECTRICAL ROOM	15	1,411	0
00705	GALLERY/ART DISPLAY	1	23	0
00707	TELEPHONE EQUIPMENT/COMMUNICATION CLOSET	2	511	0
00803	INSTRUCTIONAL DARKROOM	2	108	0
00806	REFERENCE	1	144	0
00808	MATERIAL STORAGE	44	3,295	0
00810	MATERIAL STORAGE (LARGE)	11	3,676	0
00812	PROJECT STORAGE	2	394	0
00814	STUDENT RESTROOM (BOTH SEXES)	2	1,432	0
00815	STUDENT RESTROOM (MALE)	12	2,081	0

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FLORIDA INVENTORY OF SCHOOL HOUSES (FISH)

FLORIDA DEPARTMENT OF EDUCATION
EDUCATIONAL FACILITIES
AGENCY NSF/STUDENT STATIONS SUMMARY REPORT

District : 6 - BROWARD COUNTY SCHOOL DISTRICT

DESIGN CODE	ROOM DESIGN CODE	TOTAL ROOMS	NET SQ FT	STUDENT STATIONS
00816	STUDENT RESTROOM (FEMALE)	13	1,971	0
00818	LOCKERS/RESTROOM/SHOWER (ESE/VOC ED)	4	684	0
00819	STAFF RESTROOM (MALE)	8	478	0
00820	STAFF RESTROOM (FEMALE)	7	447	0
00821	STAFF RESTROOM (BOTH SEXES)	2	85	0
00822	PUBLIC USE RESTROOM (MALE)	1	25	0
00823	PUBLIC USE RESTROOM (FEMALE)	1	25	0
00827	ELEVATOR (PASSENGER/HANDICAPPED)	2	169	0
00840	VOCATIONAL RELATED CLASSROOM	70	50,757	1,184
00849	VOCATIONAL PROJECT STORAGE	3	1,078	0
00850	VOCATIONAL TOOL STORAGE (SMALL)	11	1,494	0
00851	VOCATIONAL TOOL STORAGE (LARGE)	1	663	0
	TOTALS :	517	297,677	2,107

	TOTALS FOR SELECTED DISTRICTS :	517	297,677	2,107

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2.3.2 FISH Inventory

FLORIDA INVENTORY OF SCHOOL HOUSES (FISH)

FACILITY INVENTORY REPORT

ORGANIZATION: 6-BROWARD COUNTY SCHOOL DISTRICT
FACILITY: ATLANTIC TECHNICAL COLLEGE
FACILITY USE: ALL

DISTRICT: 6 BROWARD COUNTY SCHOOL DISTRICT

FACILITY: 137-A ATLANTIC TECHNICAL COLLEGE

Primary Use: VOCATIONAL TECHNICAL | Grades Housed: VE - VE | DOE Validation Date: | Capital Outlay Classification: SCHOOL RECOMMENDED FOR CONTINUED USE

MASTER SCHOOL ID

MSID	Name	Status
2221	ATLANTIC TECHNICAL COLLEGE	Default

CAPITAL OUTLAY FTE

Year: 2013 / 2014

PK: 0.00	01: 0.00	03: 0.00	05: 0.00	07: 0.00	09: 160.00	11: 159.73	PK-12: 687.21
KG: 0.00	02: 0.00	04: 0.00	06: 0.00	08: 0.00	10: 148.02	12: 219.46	Adult: 4680.00
							Total: 5367.21

SCHOOL CAPACITY

SCHOOL CAPACITY	YEAR ROUND CAPACITY	UTILIZATION FACTOR	PRIMARY USE
2,528	25	1.20	VOCATIONAL TECHNICAL

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FLORIDA INVENTORY OF SCHOOL HOUSES (FISH)

FACILITY INVENTORY REPORT

PARCEL: 138

4700 COCONUT CREEK PARKWAY

COCONUT CREEK, FL 33063

Parking: DEVELOPED	Owner: SCHOOL BOARD	Fire: 6
Athletic: NO ATHLETIC FACILITY	Water: PUBLIC	Police: CITY
Sewage: PUBLIC	Plan: RELOCATABLE/MODULAR	Drainage: ADEQUATE
Landscape: NOT DEVELOPED	Playground: NO PARK/PUBLIC ACCESS	Acreage: 5.00
Date Acquired: 1/1/1968		Lease Expiration Date:

DISTRICT: 6 BROWARD COUNTY SCHOOL DISTRICT

FACILITY: 137-A ATLANTIC TECHNICAL COLLEGE

BUILDING: 99 - ATLANTIC TECHNICAL CENTER

Owner: SCHOOL BOARD	Light: ADEQUATE	Cooling: INDIVIDUAL UNITS
Use: VOCATIONAL TECHNICAL	Mech Vent: NONE	Heat Source: ELECTRIC
Year Constructed: 1958	Artificial Lighting: SHIELDED FLORESCENT	Heat Distribution: INDIVIDUAL UNIT REVERSE CYCLE
Year Modified:	Educational TV: COMBINATION OF 1-8	Heat Capacity: ADEQUATE
Average Age NSF: 1967	Intercom: TWO WAY COMPLETE	Walls: RELOCATABLE
Relocatable Units: 16	Telephone: NONE	Struct Comp: RELOCATABLE
Stories: 1		Corridor: NONE

ROOM	NET SQ FT	DESIGN CODE	DESCRIPTION	STU STA	FLR LOC	FLOOR COVER	YEAR CONST	CONDITION	BLDG	PAR	FAC
026	640	840	VOCATIONAL RELATED CLASSROOM	19	01	CARPET	1958	SATISFACTORY	99	138	137
029C	792	840	VOCATIONAL RELATED CLASSROOM	23	01	COMPOSITION TILE	1986	SATISFACTORY	99	138	137
029N	792	840	VOCATIONAL RELATED CLASSROOM	23	01	CARPET	1968	SATISFACTORY	99	138	137

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FLORIDA INVENTORY OF SCHOOL HOUSES (FISH)

FACILITY INVENTORY REPORT

036C	792	840	VOCATIONAL RELATED CLASSROOM	23	01	COMPOSITION TILE	1986	SATISFACTORY	99	138	137
050N	792	840	VOCATIONAL RELATED CLASSROOM	23	01	CARPET	1958	SATISFACTORY	99	138	137
073	640	840	VOCATIONAL RELATED CLASSROOM	19	01	CARPET	1958	SATISFACTORY	99	138	137
080T	640	814	STUDENT RESTROOM (BOTH SEXES)	0	01	COMPOSITION TILE	1958	SATISFACTORY	99	138	137
140	792	840	VOCATIONAL RELATED CLASSROOM	23	01	CARPET	1958	SATISFACTORY	99	138	137
17	640	840	VOCATIONAL RELATED CLASSROOM	19	01	COMPOSITION TILE	1958	SATISFACTORY	99	138	137
289	792	840	VOCATIONAL RELATED CLASSROOM	23	01	CARPET	1958	SATISFACTORY	99	138	137
293	792	840	VOCATIONAL RELATED CLASSROOM	23	01	CARPET	1958	SATISFACTORY	99	138	137
297	792	840	VOCATIONAL RELATED CLASSROOM	23	01	CARPET	1958	SATISFACTORY	99	138	137
354	792	840	VOCATIONAL RELATED CLASSROOM	23	01	CARPET	1958	SATISFACTORY	99	138	137
385	640	840	VOCATIONAL RELATED CLASSROOM	19	01	CARPET	1958	SATISFACTORY	99	138	137
972D	1012	340	DINING AREA	0	01	COMPOSITION TILE	1989	SATISFACTORY	99	138	137
973D	1012	340	DINING AREA	0	01	COMPOSITION TILE	1989	SATISFACTORY	99	138	137

	Satisfactory		Unsatisfactory		Failed Standards		Scheduled For Replacement	
	Square Feet	Student Stations	Square Feet	Student Stations	Square Feet	Student Stations	Square Feet	Student Stations
Relocatable	12,352	283	0	0	0	0	0	0
TOTAL	12,352	283	0	0	0	0	0	0

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FLORIDA INVENTORY OF SCHOOL HOUSES (FISH)

FACILITY INVENTORY REPORT

PARCEL: 139

4700 COCONUT CREEK PARKWAY

COCONUT CREEK, FL 33063

Parking: DEVELOPED	Owner: SCHOOL BOARD	Fire: 6
Athletic: NO ATHLETIC FACILITY	Water: PUBLIC	Police: CITY
Sewage: PUBLIC	Plan: CAMPUS	Drainage: INADEQUATE
Landscape: DEVELOPED	Playground: NO PARK/PUBLIC ACCESS	Acreage: 25.00
Date Acquired: 1/1/1971		Lease Expiration Date:

DISTRICT: 6 BROWARD COUNTY SCHOOL DISTRICT

FACILITY: 137-A ATLANTIC TECHNICAL COLLEGE

BUILDING: 1 - Building Number 00001

Owner: SCHOOL BOARD	Light: ADEQUATE	Cooling: CENTRAL
Use: ADULT EDUCATION	Mech Vent: ADEQUATE	Heat Source: ELECTRIC
Year Constructed: 1973	Artificial Lighting: SHIELDED FLORESCENT	Heat Distribution: CENTRAL HOT AIR
Year Modified:	Educational TV: FIXED SERVICE TRANSMITTER/RECEIVER	Heat Capacity: ADEQUATE
Average Age NSF: 1973	Intercom: TWO WAY COMPLETE	Walls: STUCCO
Relocatable Units: 0	Telephone: COMPLETE TO ALL ROOMS	Struct Comp: COMBINATION OF 1-3
Stories: 1		Corridor: SINGLE OUTSIDE

ROOM	NET SQ FT	DESIGN CODE	DESCRIPTION	STU STA	FLR LOC	FLOOR COVER	YEAR CONST	CONDITION	BLDG	PAR	FAC
100	22034	701	COVERED WALKWAY	0	01	CONCRETE	1973	SATISFACTORY	1	139	137
101	588	304	RECEPTION AREA	0	01	CARPET	1973	SATISFACTORY	1	139	137
102	1504	303	SECRETARIAL SPACE	0	01	CARPET	1973	SATISFACTORY	1	139	137

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FLORIDA INVENTORY OF SCHOOL HOUSES (FISH)

FACILITY INVENTORY REPORT

103	138	301	ASSISTANT PRINCIPAL/OTHER OFFICE	0	01	CARPET	1973	SATISFACTORY	1	139	137
104	123	302	BOOKKEEPING OFFICE	0	01	CARPET	1973	SATISFACTORY	1	139	137
104A	67	309	VAULT/STUDENT RECORDS	0	01	COMPOSITION TILE	1973	SATISFACTORY	1	139	137
105	100	301	ASSISTANT PRINCIPAL/OTHER OFFICE	0	01	CARPET	1973	SATISFACTORY	1	139	137
106	100	301	ASSISTANT PRINCIPAL/OTHER OFFICE	0	01	CARPET	1973	SATISFACTORY	1	139	137
107	265	303	SECRETARIAL SPACE	0	01	CARPET	1973	SATISFACTORY	1	139	137
108	286	300	PRINCIPAL/DIRECTOR OFFICE	0	01	CARPET	1973	SATISFACTORY	1	139	137
108A	265	306	CONFERENCE ROOM	0	01	CARPET	1973	SATISFACTORY	1	139	137
109	274	301	ASSISTANT PRINCIPAL/OTHER OFFICE	0	01	CARPET	1973	SATISFACTORY	1	139	137
110	43	703	ELECTRICAL ROOM	0	01	CONCRETE	1973	SATISFACTORY	1	139	137
111	43	331	CUSTODIAL SERVICE CLOSET	0	01	COMPOSITION TILE	1973	SATISFACTORY	1	139	137
112	337	316	TEACHER LOUNGE/DINING	0	01	CARPET	1973	SATISFACTORY	1	139	137
112A	425	301	ASSISTANT PRINCIPAL/OTHER OFFICE	0	01	COMPOSITION TILE	1973	SATISFACTORY	1	139	137
113	72	820	STAFF RESTROOM (FEMALE)	0	01	CERAMIC TILE	1973	SATISFACTORY	1	139	137
114	72	819	STAFF RESTROOM (MALE)	0	01	CERAMIC TILE	1973	SATISFACTORY	1	139	137
115	97	302	BOOKKEEPING OFFICE	0	01	CARPET	1973	SATISFACTORY	1	139	137
116	109	312	COMPUTER AREA	0	01	CARPET	1973	SATISFACTORY	1	139	137
117	109	312	COMPUTER AREA	0	01	CARPET	1973	SATISFACTORY	1	139	137
118	505	306	CONFERENCE ROOM	0	01	CARPET	1973	SATISFACTORY	1	139	137
118A	870	310	SCHOOL STORE	0	01	CARPET	1973	SATISFACTORY	1	139	137
119	108	301	ASSISTANT PRINCIPAL/OTHER OFFICE	0	01	CARPET	1973	SATISFACTORY	1	139	137
119A	108	301	ASSISTANT PRINCIPAL/OTHER OFFICE	0	01	CARPET	1973	SATISFACTORY	1	139	137

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FLORIDA INVENTORY OF SCHOOL HOUSES (FISH)

FACILITY INVENTORY REPORT

120	300	702	MECHANICAL ROOM	0	01	CONCRETE	1973	SATISFACTORY	1	139	137

	Satisfactory		Unsatisfactory		Failed Standards		Scheduled For Replacement	
	Square Feet	Student Stations	Square Feet	Student Stations	Square Feet	Student Stations	Square Feet	Student Stations
Permanent	28,942	0	0	0				
TOTAL	28,942	0	0	0	0	0	0	0

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FLORIDA INVENTORY OF SCHOOL HOUSES (FISH)

FACILITY INVENTORY REPORT

DISTRICT: 6 BROWARD COUNTY SCHOOL DISTRICT

FACILITY: 137-A ATLANTIC TECHNICAL COLLEGE

BUILDING: 2 - Building Number 00002

Owner: SCHOOL BOARD	Light: ADEQUATE	Cooling: CENTRAL
Use: ADULT EDUCATION	Mech Vent: ADEQUATE	Heat Source: ELECTRIC
Year Constructed: 1972	Artificial Lighting: SHIELDED FLORESCENT	Heat Distribution: CENTRAL HOT AIR
Year Modified:	Educational TV: FIXED SERVICE TRANSMITTER/RECEIVER	Heat Capacity: ADEQUATE
Average Age NSF: 1972	Intercom: TWO WAY COMPLETE	Walls: STUCCO
Relocatable Units: 0	Telephone: PARTIAL SYSTEM	Struct Comp: COMBINATION OF 1-3
Stories: 1		Corridor: SINGLE OUTSIDE

ROOM	NET SQ FT	DESIGN CODE	DESCRIPTION	STU STA	FLR LOC	FLOOR COVER	YEAR CONST	CONDITION	BLDG	PAR	FAC
002	70	310	SCHOOL STORE	0	01	CARPET	1972	SATISFACTORY	2	139	137
121	1500	252	SMALL HEALTH LAB	20	01	CARPET	1972	SATISFACTORY	2	139	137
121A	1430	252	SMALL HEALTH LAB	20	01	COMPOSITION TILE	1972	SATISFACTORY	2	139	137
122	864	840	VOCATIONAL RELATED CLASSROOM	0	01	COMPOSITION TILE	1972	SATISFACTORY	2	139	137
123	864	840	VOCATIONAL RELATED CLASSROOM	0	01	COMPOSITION TILE	1972	SATISFACTORY	2	139	137
124	525	810	MATERIAL STORAGE (LARGE)	0	01	COMPOSITION TILE	1972	SATISFACTORY	2	139	137
125	192	702	MECHANICAL ROOM	0	01	CONCRETE	1972	SATISFACTORY	2	139	137
126	935	315	TEACHER PLANNING OFFICE	0	01	CARPET	1972	SATISFACTORY	2	139	137
126A	208	315	TEACHER PLANNING OFFICE	0	01	COMPOSITION TILE	1972	SATISFACTORY	2	139	137
126B	153	306	CONFERENCE ROOM	0	01	CARPET	1972	SATISFACTORY	2	139	137
126C	100	315	TEACHER PLANNING OFFICE	0	01	CARPET	1972	SATISFACTORY	2	139	137
126D	100	315	TEACHER PLANNING OFFICE	0	01	CARPET	1972	SATISFACTORY	2	139	137

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FLORIDA INVENTORY OF SCHOOL HOUSES (FISH)

FACILITY INVENTORY REPORT

127	1030	252	SMALL HEALTH LAB	20	01	CARPET	1972	SATISFACTORY	2	139	137
127A	7	308	GENERAL SCHOOL STORAGE	0	01	COMPOSITION TILE	1972	SATISFACTORY	2	139	137
127B	50	308	GENERAL SCHOOL STORAGE	0	01	COMPOSITION TILE	1972	SATISFACTORY	2	139	137
128	27	703	ELECTRICAL ROOM	0	01	CONCRETE	1972	SATISFACTORY	2	139	137
129	132	703	ELECTRICAL ROOM	0	01	CONCRETE	1972	SATISFACTORY	2	139	137
130	1810	251	PRACTICAL HEALTH LAB	24	01	CARPET	1972	SATISFACTORY	2	139	137
200	2650	701	COVERED WALKWAY	0	01	CONCRETE	1972	SATISFACTORY	2	139	137
200A	300	701	COVERED WALKWAY	0	01	CONCRETE	1972	SATISFACTORY	2	139	137
200B	172	701	COVERED WALKWAY	0	01	CONCRETE	1972	SATISFACTORY	2	139	137

	Satisfactory		Unsatisfactory		Failed Standards		Scheduled For Replacement	
	Square Feet	Student Stations	Square Feet	Student Stations	Square Feet	Student Stations	Square Feet	Student Stations
Permanent	13,119	84	0	0				
TOTAL	13,119	84	0	0	0	0	0	0

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FLORIDA INVENTORY OF SCHOOL HOUSES (FISH)

FACILITY INVENTORY REPORT

DISTRICT: 6 BROWARD COUNTY SCHOOL DISTRICT

FACILITY: 137-A ATLANTIC TECHNICAL COLLEGE

BUILDING: 3 - Building Number 00003

Owner: SCHOOL BOARD	Light: ADEQUATE	Cooling: CENTRAL
Use: ADULT EDUCATION	Mech Vent: ADEQUATE	Heat Source: ELECTRIC
Year Constructed: 1972	Artificial Lighting: SHIELDED FLORESCENT	Heat Distribution: CENTRAL HOT AIR
Year Modified:	Educational TV: FIXED SERVICE TRANSMITTER/RECEIVER	Heat Capacity: ADEQUATE
Average Age NSF: 1972	Intercom: TWO WAY COMPLETE	Walls: STUCCO
Relocatable Units: 0	Telephone: PARTIAL SYSTEM	Struct Comp: COMBINATION OF 1-3
Stories: 1		Corridor: SINGLE OUTSIDE

ROOM	NET SQ FT	DESIGN CODE	DESCRIPTION	STU STA	FLR LOC	FLOOR COVER	YEAR CONST	CONDITION	BLDG	PAR	FAC
003	66	700	INSIDE CIRCULATION	0	01	CARPET	1972	SATISFACTORY	3	139	137
131	900	340	DINING AREA	0	01	COMPOSITION TILE	1972	SATISFACTORY	3	139	137
132	1151	340	DINING AREA	0	01	COMPOSITION TILE	1972	SATISFACTORY	3	139	137
132A	276	272	VOCATIONAL LAB SUPPORT SPACE	0	01	QUARRY TILE	1972	SATISFACTORY	3	139	137
133	564	316	TEACHER LOUNGE/DINING	0	01	COMPOSITION TILE	1972	SATISFACTORY	3	139	137
134	2052	234	LARGE HOME ECONOMICS LAB	20	01	QUARRY TILE	1972	SATISFACTORY	3	139	137
134A	157	272	VOCATIONAL LAB SUPPORT SPACE	0	01	QUARRY TILE	1972	SATISFACTORY	3	139	137
134B	300	347	KITCHEN DISH WASHING	0	01	QUARRY TILE	1972	SATISFACTORY	3	139	137
134C	125	344	KITCHEN GARBAGE WASH	0	01	QUARRY TILE	1972	SATISFACTORY	3	139	137
134D	511	840	VOCATIONAL RELATED CLASSROOM	15	01	COMPOSITION TILE	1972	SATISFACTORY	3	139	137
134F	164	315	TEACHER PLANNING OFFICE	0	01	CARPET	1972	SATISFACTORY	3	139	137
134G	181	342	KITCHEN DRY STORAGE	0	01	CONCRETE	1972	SATISFACTORY	3	139	137

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FLORIDA INVENTORY OF SCHOOL HOUSES (FISH)

FACILITY INVENTORY REPORT

134H	130	350	OTHER FOOD SERVICE	0	01	CONCRETE	1972	SATISFACTORY	3	139	137
134J	177	342	KITCHEN DRY STORAGE	0	01	CONCRETE	1972	SATISFACTORY	3	139	137
134K	112	818	LOCKERS/RESTROOM/SHOWER (ESE/VOC ED)	0	01	CERAMIC TILE	1972	SATISFACTORY	3	139	137
134L	114	818	LOCKERS/RESTROOM/SHOWER (ESE/VOC ED)	0	01	CERAMIC TILE	1972	SATISFACTORY	3	139	137
134M	31	816	STUDENT RESTROOM (FEMALE)	0	01	CERAMIC TILE	1972	SATISFACTORY	3	139	137
134N	44	815	STUDENT RESTROOM (MALE)	0	01	CERAMIC TILE	1972	SATISFACTORY	3	139	137
134P	62	345	KITCHEN NONFOOD STORAGE	0	01	QUARRY TILE	1972	SATISFACTORY	3	139	137
135	1675	234	LARGE HOME ECONOMICS LAB	20	01	CARPET	1972	SATISFACTORY	3	139	137
135A	99	315	TEACHER PLANNING OFFICE	0	01	CARPET	1972	SATISFACTORY	3	139	137
135B	188	808	MATERIAL STORAGE	0	01	COMPOSITION TILE	1972	SATISFACTORY	3	139	137
135C	13	308	GENERAL SCHOOL STORAGE	0	01	COMPOSITION TILE	1972	SATISFACTORY	3	139	137
136	99	702	MECHANICAL ROOM	0	01	CONCRETE	1972	SATISFACTORY	3	139	137
137	59	703	ELECTRICAL ROOM	0	01	CONCRETE	1972	SATISFACTORY	3	139	137
138	134	816	STUDENT RESTROOM (FEMALE)	0	01	CERAMIC TILE	1972	SATISFACTORY	3	139	137
139	315	702	MECHANICAL ROOM	0	01	CONCRETE	1972	SATISFACTORY	3	139	137
140	100	350	OTHER FOOD SERVICE	0	01	CONCRETE	1972	SATISFACTORY	3	139	137
141	1106	232	SMALL HOME ECONOMICS LAB	20	01	QUARRY TILE	1972	SATISFACTORY	3	139	137
141A	143	350	OTHER FOOD SERVICE	0	01	CONCRETE	1972	SATISFACTORY	3	139	137
141B	88	350	OTHER FOOD SERVICE	0	01	CONCRETE	1972	SATISFACTORY	3	139	137
141C	838	840	VOCATIONAL RELATED CLASSROOM	25	01	CARPET	1972	SATISFACTORY	3	139	137
141D	100	315	TEACHER PLANNING OFFICE	0	01	COMPOSITION TILE	1972	SATISFACTORY	3	139	137
141E	191	700	INSIDE CIRCULATION	0	01	QUARRY TILE	1972	SATISFACTORY	3	139	137
141F	133	702	MECHANICAL ROOM	0	01	CONCRETE	1972	SATISFACTORY	3	139	137
141G	25	331	CUSTODIAL SERVICE CLOSET	0	01	CONCRETE	1972	SATISFACTORY	3	139	137

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FLORIDA INVENTORY OF SCHOOL HOUSES (FISH)

FACILITY INVENTORY REPORT

141H	190	350	OTHER FOOD SERVICE	0	01	CONCRETE	1972	SATISFACTORY	3	139	137
300	820	701	COVERED WALKWAY	0	01	CONCRETE	1972	SATISFACTORY	3	139	137
300A	1890	701	COVERED WALKWAY	0	01	CONCRETE	1972	SATISFACTORY	3	139	137
300B	100	701	COVERED WALKWAY	0	01	CONCRETE	1972	SATISFACTORY	3	139	137
300C	440	701	COVERED WALKWAY	0	01	CONCRETE	1972	SATISFACTORY	3	139	137
300D	270	701	COVERED WALKWAY	0	01	CONCRETE	1972	SATISFACTORY	3	139	137

	Satisfactory		Unsatisfactory		Failed Standards		Scheduled For Replacement	
	Square Feet	Student Stations	Square Feet	Student Stations	Square Feet	Student Stations	Square Feet	Student Stations
Permanent	16,133	100	0	0				
TOTAL	16,133	100	0	0	0	0	0	0

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FLORIDA INVENTORY OF SCHOOL HOUSES (FISH)

FACILITY INVENTORY REPORT

DISTRICT: 6 BROWARD COUNTY SCHOOL DISTRICT

FACILITY: 137-A ATLANTIC TECHNICAL COLLEGE

BUILDING: 4 - Building Number 00004

Owner: SCHOOL BOARD	Light: ADEQUATE	Cooling: CENTRAL
Use: ADULT EDUCATION	Mech Vent: ADEQUATE	Heat Source: ELECTRIC
Year Constructed: 1972	Artificial Lighting: COMBINATION OF 1-6	Heat Distribution: CENTRAL HOT AIR
Year Modified:	Educational TV: FIXED SERVICE TRANSMITTER/RECEIVER	Heat Capacity: ADEQUATE
Average Age NSF: 1972	Intercom: TWO WAY COMPLETE	Walls: STUCCO
Relocatable Units: 0	Telephone: PARTIAL SYSTEM	Struct Comp: COMBINATION OF 1-3
Stories: 1		Corridor: SINGLE OUTSIDE

ROOM	NET SQ FT	DESIGN CODE	DESCRIPTION	STU STA	FLR LOC	FLOOR COVER	YEAR CONST	CONDITION	BLDG	PAR	FAC
003A	51	700	INSIDE CIRCULATION	0	01	COMPOSITION TILE	1972	SATISFACTORY	4	139	137
003B	144	700	INSIDE CIRCULATION	0	01	COMPOSITION TILE	1972	SATISFACTORY	4	139	137
142	1131	232	SMALL HOME ECONOMICS LAB	20	01	COMPOSITION TILE	1972	SATISFACTORY	4	139	137
142A	602	840	VOCATIONAL RELATED CLASSROOM	18	01	CARPET	1972	SATISFACTORY	4	139	137
142B	222	810	MATERIAL STORAGE (LARGE)	0	01	COMPOSITION TILE	1972	SATISFACTORY	4	139	137
142C	152	315	TEACHER PLANNING OFFICE	0	01	CARPET	1972	SATISFACTORY	4	139	137
142D	152	301	ASSISTANT PRINCIPAL/OTHER OFFICE	0	01	CARPET	1972	SATISFACTORY	4	139	137
143	77	702	MECHANICAL ROOM	0	01	CONCRETE	1972	SATISFACTORY	4	139	137
144	188	815	STUDENT RESTROOM (MALE)	0	01	CERAMIC TILE	1972	SATISFACTORY	4	139	137
145	52	331	CUSTODIAL SERVICE CLOSET	0	01	CERAMIC TILE	1972	SATISFACTORY	4	139	137
146	3255	330	CUSTODIAL RECEIVING	0	01	CONCRETE	1972	SATISFACTORY	4	139	137
146A	117	301	ASSISTANT PRINCIPAL/OTHER OFFICE	0	01	COMPOSITION TILE	1972	SATISFACTORY	4	139	137

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FLORIDA INVENTORY OF SCHOOL HOUSES (FISH)

FACILITY INVENTORY REPORT

146B	151	301	ASSISTANT PRINCIPAL/OTHER OFFICE	0	01	COMPOSITION TILE	1972	SATISFACTORY	4	139	137
149	39	821	STAFF RESTROOM (BOTH SEXES)	0	01	CERAMIC TILE	1972	SATISFACTORY	4	139	137
150	46	821	STAFF RESTROOM (BOTH SEXES)	0	01	CERAMIC TILE	1972	SATISFACTORY	4	139	137
151	1535	702	MECHANICAL ROOM	0	01	CONCRETE	1972	SATISFACTORY	4	139	137
151A	627	334	CUSTODIAL EQUIPMENT STORAGE	0	01	CONCRETE	1972	SATISFACTORY	4	139	137
151B	168	301	ASSISTANT PRINCIPAL/OTHER OFFICE	0	01	CARPET	1972	SATISFACTORY	4	139	137
152	340	703	ELECTRICAL ROOM	0	01	CONCRETE	1972	SATISFACTORY	4	139	137
153	525	334	CUSTODIAL EQUIPMENT STORAGE	0	01	CONCRETE	1972	SATISFACTORY	4	139	137
300A	1450	701	COVERED WALKWAY	0	01	CONCRETE	1972	SATISFACTORY	4	139	137

	Satisfactory		Unsatisfactory		Failed Standards		Scheduled For Replacement	
	Square Feet	Student Stations	Square Feet	Student Stations	Square Feet	Student Stations	Square Feet	Student Stations
Permanent	11,024	38	0	0				
TOTAL	11,024	38	0	0	0	0	0	0

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FLORIDA INVENTORY OF SCHOOL HOUSES (FISH)

FACILITY INVENTORY REPORT

DISTRICT: 6 BROWARD COUNTY SCHOOL DISTRICT

FACILITY: 137-A ATLANTIC TECHNICAL COLLEGE

BUILDING: 5 - Building Number 00005

Owner: SCHOOL BOARD	Light: ADEQUATE	Cooling: CENTRAL
Use: ADULT EDUCATION	Mech Vent: ADEQUATE	Heat Source: ELECTRIC
Year Constructed: 1972	Artificial Lighting: SHIELDED FLORESCENT	Heat Distribution: CENTRAL HOT AIR
Year Modified:	Educational TV: FIXED SERVICE TRANSMITTER/RECEIVER	Heat Capacity: ADEQUATE
Average Age NSF: 1972	Intercom: TWO WAY COMPLETE	Walls: STUCCO
Relocatable Units: 0	Telephone: NONE	Struct Comp: COMBINATION OF 1-3
Stories: 1		Corridor: SINGLE OUTSIDE

ROOM	NET SQ FT	DESIGN CODE	DESCRIPTION	STU STA	FLR LOC	FLOOR COVER	YEAR CONST	CONDITION	BLDG	PAR	FAC
265	133	816	STUDENT RESTROOM (FEMALE)	0	01	CERAMIC TILE	1972	SATISFACTORY	5	139	137
266	146	815	STUDENT RESTROOM (MALE)	0	01	CERAMIC TILE	1972	SATISFACTORY	5	139	137
267	18	331	CUSTODIAL SERVICE CLOSET	0	01	CONCRETE	1972	SATISFACTORY	5	139	137
268	86	819	STAFF RESTROOM (MALE)	0	01	CERAMIC TILE	1972	SATISFACTORY	5	139	137
269	81	820	STAFF RESTROOM (FEMALE)	0	01	CERAMIC TILE	1972	SATISFACTORY	5	139	137
270	1300	252	SMALL HEALTH LAB	20	01	CARPET	1972	SATISFACTORY	5	139	137
270A	100	315	TEACHER PLANNING OFFICE	0	01	CARPET	1972	SATISFACTORY	5	139	137
270B	145	808	MATERIAL STORAGE	0	01	COMPOSITION TILE	1972	SATISFACTORY	5	139	137
270C	527	840	VOCATIONAL RELATED CLASSROOM	0	01	CARPET	1972	SATISFACTORY	5	139	137
271	140	702	MECHANICAL ROOM	0	01	CONCRETE	1972	SATISFACTORY	5	139	137

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FLORIDA INVENTORY OF SCHOOL HOUSES (FISH)

FACILITY INVENTORY REPORT

272	1210	252	SMALL HEALTH LAB	20	01	CARPET	1972	SATISFACTORY	5	139	137

	Satisfactory		Unsatisfactory		Failed Standards		Scheduled For Replacement	
	Square Feet	Student Stations	Square Feet	Student Stations	Square Feet	Student Stations	Square Feet	Student Stations
Permanent	3,886	40	0	0				
TOTAL	3,886	40	0	0	0	0	0	0

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FLORIDA INVENTORY OF SCHOOL HOUSES (FISH)

FACILITY INVENTORY REPORT

DISTRICT: 6 BROWARD COUNTY SCHOOL DISTRICT

FACILITY: 137-A ATLANTIC TECHNICAL COLLEGE

BUILDING: 6 - Building Number 00006

Owner: SCHOOL BOARD	Light: ADEQUATE	Cooling: CENTRAL
Use: ADULT EDUCATION	Mech Vent: ADEQUATE	Heat Source: ELECTRIC
Year Constructed: 1973	Artificial Lighting: SHIELDED FLORESCENT	Heat Distribution: CENTRAL HOT AIR
Year Modified:	Educational TV: FIXED SERVICE TRANSMITTER/RECEIVER	Heat Capacity: ADEQUATE
Average Age NSF: 1973	Intercom: TWO WAY COMPLETE	Walls: STUCCO
Relocatable Units: 0	Telephone: PARTIAL SYSTEM	Struct Comp: COMBINATION OF 1-3
Stories: 1		Corridor: SINGLE OUTSIDE

ROOM	NET SQ FT	DESIGN CODE	DESCRIPTION	STU STA	FLR LOC	FLOOR COVER	YEAR CONST	CONDITION	BLDG	PAR	FAC
156	261	304	RECEPTION AREA	0	01	CARPET	1973	SATISFACTORY	6	139	137
156A	101	808	MATERIAL STORAGE	0	01	COMPOSITION TILE	1973	SATISFACTORY	6	139	137
156B	25	822	PUBLIC USE RESTROOM (MALE)	0	01	CERAMIC TILE	1973	SATISFACTORY	6	139	137
156C	9	331	CUSTODIAL SERVICE CLOSET	0	01	COMPOSITION TILE	1973	SATISFACTORY	6	139	137
156D	25	823	PUBLIC USE RESTROOM (FEMALE)	0	01	CERAMIC TILE	1973	SATISFACTORY	6	139	137
157	1532	245	MEDIUM INDUSTRIAL LAB	20	01	COMPOSITION TILE	1973	SATISFACTORY	6	139	137
157A	32	702	MECHANICAL ROOM	0	01	COMPOSITION TILE	1973	SATISFACTORY	6	139	137
157B	119	272	VOCATIONAL LAB SUPPORT SPACE	0	01	COMPOSITION TILE	1973	SATISFACTORY	6	139	137
157C	134	301	ASSISTANT PRINCIPAL/OTHER OFFICE	0	01	CARPET	1973	SATISFACTORY	6	139	137
158	763	840	VOCATIONAL RELATED CLASSROOM	0	01	COMPOSITION TILE	1973	SATISFACTORY	6	139	137
158A	95	301	ASSISTANT PRINCIPAL/OTHER OFFICE	0	01	COMPOSITION TILE	1973	SATISFACTORY	6	139	137
159	97	702	MECHANICAL ROOM	0	01	CONCRETE	1973	SATISFACTORY	6	139	137

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FLORIDA INVENTORY OF SCHOOL HOUSES (FISH)

FACILITY INVENTORY REPORT

200C	1120	701	COVERED WALKWAY	0	01	CONCRETE	1973	SATISFACTORY	6	139	137
200E	1560	701	COVERED WALKWAY	0	01	CONCRETE	1973	SATISFACTORY	6	139	137
200F	1575	701	COVERED WALKWAY	0	01	CONCRETE	1973	SATISFACTORY	6	139	137

	Satisfactory		Unsatisfactory		Failed Standards		Scheduled For Replacement	
	Square Feet	Student Stations	Square Feet	Student Stations	Square Feet	Student Stations	Square Feet	Student Stations
Permanent	7,448	20	0	0				
TOTAL	7,448	20	0	0	0	0	0	0

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FLORIDA INVENTORY OF SCHOOL HOUSES (FISH)

FACILITY INVENTORY REPORT

DISTRICT: 6 BROWARD COUNTY SCHOOL DISTRICT

FACILITY: 137-A ATLANTIC TECHNICAL COLLEGE

BUILDING: 7 - Building Number 00007

Owner: SCHOOL BOARD	Light: ADEQUATE	Cooling: CENTRAL
Use: ADULT EDUCATION	Mech Vent: ADEQUATE	Heat Source: ELECTRIC
Year Constructed: 1973	Artificial Lighting: SHIELDED FLORESCENT	Heat Distribution: CENTRAL HOT AIR
Year Modified:	Educational TV: FIXED SERVICE TRANSMITTER/RECEIVER	Heat Capacity: ADEQUATE
Average Age NSF: 1973	Intercom: TWO WAY COMPLETE	Walls: STUCCO
Relocatable Units: 0	Telephone: PARTIAL SYSTEM	Struct Comp: COMBINATION OF 1-3
Stories: 2		Corridor: SINGLE OUTSIDE

ROOM	NET SQ FT	DESIGN CODE	DESCRIPTION	STU STA	FLR LOC	FLOOR COVER	YEAR CONST	CONDITION	BLDG	PAR	FAC
161	120	827	ELEVATOR (PASSENGER/HANDICAPPED)	0	01	CARPET	1973	SATISFACTORY	7	139	137
162	278	815	STUDENT RESTROOM (MALE)	0	01	CERAMIC TILE	1973	SATISFACTORY	7	139	137
163	303	301	ASSISTANT PRINCIPAL/OTHER OFFICE	0	01	CONCRETE	1973	SATISFACTORY	7	139	137
163A	69	702	MECHANICAL ROOM	0	01	CONCRETE	1973	SATISFACTORY	7	139	137
164	264	816	STUDENT RESTROOM (FEMALE)	0	01	CERAMIC TILE	1973	SATISFACTORY	7	139	137
004	640	701	COVERED WALKWAY	0	02	CONCRETE	1973	SATISFACTORY	7	139	137
005	384	701	COVERED WALKWAY	0	02	CONCRETE	1973	SATISFACTORY	7	139	137
006	4136	701	COVERED WALKWAY	0	02	CONCRETE	1973	SATISFACTORY	7	139	137
007	542	701	COVERED WALKWAY	0	02	CONCRETE	1973	SATISFACTORY	7	139	137
165	457	707	TELEPHONE EQUIPMENT/COMMUNICATION CLOSET	0	02	COMPOSITION TILE	1973	SATISFACTORY	7	139	137
166	264	815	STUDENT RESTROOM (MALE)	0	02	CERAMIC TILE	1973	SATISFACTORY	7	139	137

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FLORIDA INVENTORY OF SCHOOL HOUSES (FISH)

FACILITY INVENTORY REPORT

167	181	334	CUSTODIAL EQUIPMENT STORAGE	0	02	COMPOSITION TILE	1973	SATISFACTORY	7	139	137
168	250	816	STUDENT RESTROOM (FEMALE)	0	02	CERAMIC TILE	1973	SATISFACTORY	7	139	137
169	1487	211	PRACTICAL BUSINESS LAB	20	02	CARPET	1973	SATISFACTORY	7	139	137
169A	640	272	VOCATIONAL LAB SUPPORT SPACE	0	02	CARPET	1973	SATISFACTORY	7	139	137
169B	100	315	TEACHER PLANNING OFFICE	0	02	CARPET	1973	SATISFACTORY	7	139	137
169C	1135	211	PRACTICAL BUSINESS LAB	20	02	CARPET	1973	SATISFACTORY	7	139	137
169D	14	808	MATERIAL STORAGE	0	02	CARPET	1973	SATISFACTORY	7	139	137
169E	14	808	MATERIAL STORAGE	0	02	CARPET	1973	SATISFACTORY	7	139	137
169F	13	808	MATERIAL STORAGE	0	02	CARPET	1973	SATISFACTORY	7	139	137
169G	13	808	MATERIAL STORAGE	0	02	CARPET	1973	SATISFACTORY	7	139	137
170	1509	212	BUSINESS EDUCATION LAB	20	02	CARPET	1973	SATISFACTORY	7	139	137
170A	100	315	TEACHER PLANNING OFFICE	0	02	CARPET	1973	SATISFACTORY	7	139	137
170B	284	272	VOCATIONAL LAB SUPPORT SPACE	0	02	CARPET	1973	SATISFACTORY	7	139	137
170C	231	272	VOCATIONAL LAB SUPPORT SPACE	0	02	CARPET	1973	SATISFACTORY	7	139	137
171	443	315	TEACHER PLANNING OFFICE	0	02	CARPET	1973	SATISFACTORY	7	139	137
171A	72	819	STAFF RESTROOM (MALE)	0	02	CERAMIC TILE	1973	SATISFACTORY	7	139	137
171B	72	820	STAFF RESTROOM (FEMALE)	0	02	CERAMIC TILE	1973	SATISFACTORY	7	139	137
173	748	272	VOCATIONAL LAB SUPPORT SPACE	0	02	CARPET	1973	SATISFACTORY	7	139	137
174	748	272	VOCATIONAL LAB SUPPORT SPACE	0	02	CARPET	1973	SATISFACTORY	7	139	137
175	748	272	VOCATIONAL LAB SUPPORT SPACE	0	02	CARPET	1973	SATISFACTORY	7	139	137
176	748	272	VOCATIONAL LAB SUPPORT SPACE	0	02	CARPET	1973	SATISFACTORY	7	139	137
177	4427	212	BUSINESS EDUCATION LAB	61	02	CARPET	1973	SATISFACTORY	7	139	137
177A	16	808	MATERIAL STORAGE	0	02	COMPOSITION TILE	1973	SATISFACTORY	7	139	137
178	35	808	MATERIAL STORAGE	0	02	COMPOSITION TILE	1973	SATISFACTORY	7	139	137

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FLORIDA INVENTORY OF SCHOOL HOUSES (FISH)

FACILITY INVENTORY REPORT

179	779	702	MECHANICAL ROOM	0	02	CONCRETE	1973	SATISFACTORY	7	139	137
180	188	308	GENERAL SCHOOL STORAGE	0	02	COMPOSITION TILE	1973	SATISFACTORY	7	139	137
181	870	222	SMALL DISTRIBUTIVE/DIVERSIFIED LAB	20	02	CARPET	1973	SATISFACTORY	7	139	137
182	1444	223	MEDIUM DISTRIBUTIVE/DIVERSIFIED LAB	20	02	CARPET	1973	SATISFACTORY	7	139	137
183	780	222	SMALL DISTRIBUTIVE/DIVERSIFIED LAB	20	02	CARPET	1973	SATISFACTORY	7	139	137
183A	108	808	MATERIAL STORAGE	0	02	CARPET	1973	SATISFACTORY	7	139	137

	Satisfactory		Unsatisfactory		Failed Standards		Scheduled For Replacement	
	Square Feet	Student Stations	Square Feet	Student Stations	Square Feet	Student Stations	Square Feet	Student Stations
Permanent	25,654	181	0	0				
TOTAL	25,654	181	0	0	0	0	0	0

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FLORIDA INVENTORY OF SCHOOL HOUSES (FISH)

FACILITY INVENTORY REPORT

DISTRICT: 6 BROWARD COUNTY SCHOOL DISTRICT

FACILITY: 137-A ATLANTIC TECHNICAL COLLEGE

BUILDING: 8 - Building Number 00008

Owner: SCHOOL BOARD	Light: ADEQUATE	Cooling: CENTRAL
Use: ADULT EDUCATION	Mech Vent: ADEQUATE	Heat Source: ELECTRIC
Year Constructed: 1973	Artificial Lighting: SHIELDED FLORESCENT	Heat Distribution: CENTRAL HOT AIR
Year Modified:	Educational TV: FIXED SERVICE TRANSMITTER/RECEIVER	Heat Capacity: ADEQUATE
Average Age NSF: 1973	Intercom: TWO WAY COMPLETE	Walls: STUCCO
Relocatable Units: 0	Telephone: NONE	Struct Comp: COMBINATION OF 1-3
Stories: 1		Corridor: SINGLE OUTSIDE

ROOM	NET SQ FT	DESIGN CODE	DESCRIPTION	STU STA	FLR LOC	FLOOR COVER	YEAR CONST	CONDITION	BLDG	PAR	FAC
186	2502	245	MEDIUM INDUSTRIAL LAB	20	01	CONCRETE	1973	SATISFACTORY	8	139	137
186A	180	850	VOCATIONAL TOOL STORAGE (SMALL)	0	01	CONCRETE	1973	SATISFACTORY	8	139	137
186B	370	272	VOCATIONAL LAB SUPPORT SPACE	0	01	CONCRETE	1973	SATISFACTORY	8	139	137
186C	330	810	MATERIAL STORAGE (LARGE)	0	01	CONCRETE	1973	SATISFACTORY	8	139	137
186D	356	272	VOCATIONAL LAB SUPPORT SPACE	0	01	COMPOSITION TILE	1973	SATISFACTORY	8	139	137
187	500	840	VOCATIONAL RELATED CLASSROOM	0	01	COMPOSITION TILE	1973	SATISFACTORY	8	139	137
187A	18	808	MATERIAL STORAGE	0	01	COMPOSITION TILE	1973	SATISFACTORY	8	139	137
188	1872	245	MEDIUM INDUSTRIAL LAB	20	01	CONCRETE	1973	SATISFACTORY	8	139	137
188A	216	850	VOCATIONAL TOOL STORAGE (SMALL)	0	01	CONCRETE	1973	SATISFACTORY	8	139	137
188B	103	808	MATERIAL STORAGE	0	01	CONCRETE	1973	SATISFACTORY	8	139	137
188C	203	272	VOCATIONAL LAB SUPPORT SPACE	0	01	CONCRETE	1973	SATISFACTORY	8	139	137
188D	264	849	VOCATIONAL PROJECT STORAGE	0	01	CONCRETE	1973	SATISFACTORY	8	139	137

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FLORIDA INVENTORY OF SCHOOL HOUSES (FISH)

FACILITY INVENTORY REPORT

188E	540	272	VOCATIONAL LAB SUPPORT SPACE	0	01	CONCRETE	1973	SATISFACTORY	8	139	137
189	92	703	ELECTRICAL ROOM	0	01	CONCRETE	1973	SATISFACTORY	8	139	137
400	2128	701	COVERED WALKWAY	0	01	CONCRETE	1973	SATISFACTORY	8	139	137
400A	500	701	COVERED WALKWAY	0	01	CONCRETE	1973	SATISFACTORY	8	139	137

	Satisfactory		Unsatisfactory		Failed Standards		Scheduled For Replacement	
	Square Feet	Student Stations	Square Feet	Student Stations	Square Feet	Student Stations	Square Feet	Student Stations
Permanent	10,174	40	0	0				
TOTAL	10,174	40	0	0	0	0	0	0

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FLORIDA INVENTORY OF SCHOOL HOUSES (FISH)

FACILITY INVENTORY REPORT

DISTRICT: 6 BROWARD COUNTY SCHOOL DISTRICT

FACILITY: 137-A ATLANTIC TECHNICAL COLLEGE

BUILDING: 9 - Building Number 00009

Owner: SCHOOL BOARD	Light: ADEQUATE	Cooling: NONE
Use: ADULT EDUCATION	Mech Vent: ADEQUATE	Heat Source: ELECTRIC
Year Constructed: 1973	Artificial Lighting: SHIELDED FLORESCENT	Heat Distribution: UNVENTED SPACE HEATER
Year Modified:	Educational TV: NONE	Heat Capacity: ADEQUATE
Average Age NSF: 1973	Intercom: NONE	Walls: STUCCO
Relocatable Units: 0	Telephone: NONE	Struct Comp: COMBINATION OF 1-3
Stories: 1		Corridor: SINGLE OUTSIDE

ROOM	NET SQ FT	DESIGN CODE	DESCRIPTION	STU STA	FLR LOC	FLOOR COVER	YEAR CONST	CONDITION	BLDG	PAR	FAC
191	394	818	LOCKERS/RESTROOM/SHOWER (ESE/VOC ED)	0	01	CERAMIC TILE	1973	SATISFACTORY	9	139	137
191A	64	818	LOCKERS/RESTROOM/SHOWER (ESE/VOC ED)	0	01	CERAMIC TILE	1973	SATISFACTORY	9	139	137
192	200	815	STUDENT RESTROOM (MALE)	0	01	CERAMIC TILE	1973	SATISFACTORY	9	139	137
193	40	816	STUDENT RESTROOM (FEMALE)	0	01	CERAMIC TILE	1973	SATISFACTORY	9	139	137
194	64	331	CUSTODIAL SERVICE CLOSET	0	01	CONCRETE	1973	SATISFACTORY	9	139	137
195	40	819	STAFF RESTROOM (MALE)	0	01	CERAMIC TILE	1973	SATISFACTORY	9	139	137

	Satisfactory		Unsatisfactory		Failed Standards		Scheduled For Replacement	
	Square Feet	Student Stations	Square Feet	Student Stations	Square Feet	Student Stations	Square Feet	Student Stations
Permanent	802	0	0	0				
TOTAL	802	0	0	0	0	0	0	0

FLORIDA INVENTORY OF SCHOOL HOUSES (FISH)

FACILITY INVENTORY REPORT

DISTRICT: 6 BROWARD COUNTY SCHOOL DISTRICT

FACILITY: 137-A ATLANTIC TECHNICAL COLLEGE

BUILDING: 10 - Building Number 00010

Owner: SCHOOL BOARD	Light: ADEQUATE	Cooling: CENTRAL
Use: ADULT EDUCATION	Mech Vent: ADEQUATE	Heat Source: ELECTRIC
Year Constructed: 1979	Artificial Lighting: SHIELDED FLORESCENT	Heat Distribution: CENTRAL HOT AIR
Year Modified:	Educational TV: FIXED SERVICE TRANSMITTER/RECEIVER	Heat Capacity: ADEQUATE
Average Age NSF: 1979	Intercom: TWO WAY COMPLETE	Walls: STUCCO
Relocatable Units: 0	Telephone: PARTIAL SYSTEM	Struct Comp: CONCRETE
Stories: 1		Corridor: SINGLE INSIDE

ROOM	NET SQ FT	DESIGN CODE	DESCRIPTION	STU STA	FLR LOC	FLOOR COVER	YEAR CONST	CONDITION	BLDG	PAR	FAC
201	174	308	GENERAL SCHOOL STORAGE	0	01	COMPOSITION TILE	1979	SATISFACTORY	10	139	137
201A	81	702	MECHANICAL ROOM	0	01	CONCRETE	1979	SATISFACTORY	10	139	137
202	49	820	STAFF RESTROOM (FEMALE)	0	01	CERAMIC TILE	1979	SATISFACTORY	10	139	137
203	35	819	STAFF RESTROOM (MALE)	0	01	CERAMIC TILE	1979	SATISFACTORY	10	139	137
204	801	304	RECEPTION AREA	0	01	CARPET	1979	SATISFACTORY	10	139	137
204A	119	301	ASSISTANT PRINCIPAL/OTHER OFFICE	0	01	CARPET	1979	SATISFACTORY	10	139	137
204B	119	301	ASSISTANT PRINCIPAL/OTHER OFFICE	0	01	CARPET	1979	SATISFACTORY	10	139	137
204C	24	308	GENERAL SCHOOL STORAGE	0	01	COMPOSITION TILE	1979	SATISFACTORY	10	139	137
204D	128	301	ASSISTANT PRINCIPAL/OTHER OFFICE	0	01	CARPET	1979	SATISFACTORY	10	139	137
204E	120	301	ASSISTANT PRINCIPAL/OTHER OFFICE	0	01	CARPET	1979	SATISFACTORY	10	139	137
204F	120	301	ASSISTANT PRINCIPAL/OTHER OFFICE	0	01	CARPET	1979	SATISFACTORY	10	139	137
204G	120	301	ASSISTANT PRINCIPAL/OTHER OFFICE	0	01	CARPET	1979	SATISFACTORY	10	139	137

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FLORIDA INVENTORY OF SCHOOL HOUSES (FISH)

FACILITY INVENTORY REPORT

204H	159	301	ASSISTANT PRINCIPAL/OTHER OFFICE	0	01	CARPET	1979	SATISFACTORY	10	139	137
204J	119	301	ASSISTANT PRINCIPAL/OTHER OFFICE	0	01	CARPET	1979	SATISFACTORY	10	139	137
204K	119	301	ASSISTANT PRINCIPAL/OTHER OFFICE	0	01	CARPET	1979	SATISFACTORY	10	139	137
205	712	313	CAREERS ROOM	0	01	CARPET	1979	SATISFACTORY	10	139	137
206	727	303	SECRETARIAL SPACE	0	01	CARPET	1979	SATISFACTORY	10	139	137
206A	250	309	VAULT/STUDENT RECORDS	0	01	CARPET	1979	SATISFACTORY	10	139	137
206B	155	301	ASSISTANT PRINCIPAL/OTHER OFFICE	0	01	CARPET	1979	SATISFACTORY	10	139	137
207	1596	380	LIBRARY (READING ROOM/STACKS)	0	01	CARPET	1979	SATISFACTORY	10	139	137
207A	255	301	ASSISTANT PRINCIPAL/OTHER OFFICE	0	01	CARPET	1979	SATISFACTORY	10	139	137
207B	100	301	ASSISTANT PRINCIPAL/OTHER OFFICE	0	01	CARPET	1979	SATISFACTORY	10	139	137
207C	149	301	ASSISTANT PRINCIPAL/OTHER OFFICE	0	01	CARPET	1979	SATISFACTORY	10	139	137
207D	1050	381	MEDIA TECHNICAL PROCESSING	0	01	CARPET	1979	SATISFACTORY	10	139	137
207E	295	383	AUDIO VISUAL STORAGE	0	01	CARPET	1979	SATISFACTORY	10	139	137
207F	80	803	INSTRUCTIONAL DARKROOM	0	01	CERAMIC TILE	1979	SATISFACTORY	10	139	137
207G	28	803	INSTRUCTIONAL DARKROOM	0	01	CARPET	1979	SATISFACTORY	10	139	137
208	768	316	TEACHER LOUNGE/DINING	0	01	CARPET	1979	SATISFACTORY	10	139	137
208A	472	301	ASSISTANT PRINCIPAL/OTHER OFFICE	0	01	CARPET	1979	SATISFACTORY	10	139	137
209	74	703	ELECTRICAL ROOM	0	01	CONCRETE	1979	SATISFACTORY	10	139	137
210	156	702	MECHANICAL ROOM	0	01	CONCRETE	1979	SATISFACTORY	10	139	137
400B	2390	701	COVERED WALKWAY	0	01	CONCRETE	1979	SATISFACTORY	10	139	137

	Satisfactory		Unsatisfactory		Failed Standards		Scheduled For Replacement	
	Square Feet	Student Stations	Square Feet	Student Stations	Square Feet	Student Stations	Square Feet	Student Stations
Permanent	11,544	0	0	0				
TOTAL	11,544	0	0	0	0	0	0	0

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FLORIDA INVENTORY OF SCHOOL HOUSES (FISH)

FACILITY INVENTORY REPORT

DISTRICT: 6 BROWARD COUNTY SCHOOL DISTRICT

FACILITY: 137-A ATLANTIC TECHNICAL COLLEGE

BUILDING: 11 - Building Number 00011

Owner: SCHOOL BOARD	Light: ADEQUATE	Cooling: CENTRAL
Use: ADULT EDUCATION	Mech Vent: ADEQUATE	Heat Source: ELECTRIC
Year Constructed: 1976	Artificial Lighting: SHIELDED FLORESCENT	Heat Distribution: CENTRAL HOT AIR
Year Modified:	Educational TV: FIXED SERVICE TRANSMITTER/RECEIVER	Heat Capacity: ADEQUATE
Average Age NSF: 1976	Intercom: TWO WAY COMPLETE	Walls: STUCCO
Relocatable Units: 0	Telephone: NONE	Struct Comp: COMBINATION OF 1-3
Stories: 1		Corridor: SINGLE OUTSIDE

ROOM	NET SQ FT	DESIGN CODE	DESCRIPTION	STU STA	FLR LOC	FLOOR COVER	YEAR CONST	CONDITION	BLDG	PAR	FAC
215	2062	242	MEDIUM TECHNOLOGY LAB	20	01	CARPET	1976	SATISFACTORY	11	139	137
215A	203	315	TEACHER PLANNING OFFICE	0	01	CARPET	1976	SATISFACTORY	11	139	137
215B	568	272	VOCATIONAL LAB SUPPORT SPACE	0	01	CARPET	1976	SATISFACTORY	11	139	137
216	1000	840	VOCATIONAL RELATED CLASSROOM	0	01	CARPET	1976	SATISFACTORY	11	139	137
216A	1500	252	SMALL HEALTH LAB	20	01	CARPET	1976	SATISFACTORY	11	139	137
216B	10	808	MATERIAL STORAGE	0	01	COMPOSITION TILE	1976	SATISFACTORY	11	139	137
216C	62	808	MATERIAL STORAGE	0	01	COMPOSITION TILE	1976	SATISFACTORY	11	139	137
216D	102	315	TEACHER PLANNING OFFICE	0	01	COMPOSITION TILE	1976	SATISFACTORY	11	139	137
216E	23	705	GALLERY/ART DISPLAY	0	01	COMPOSITION TILE	1976	SATISFACTORY	11	139	137
216F	270	272	VOCATIONAL LAB SUPPORT SPACE	0	01	CERAMIC TILE	1976	SATISFACTORY	11	139	137
217	120	702	MECHANICAL ROOM	0	01	CONCRETE	1976	SATISFACTORY	11	139	137
218	42	703	ELECTRICAL ROOM	0	01	CONCRETE	1976	SATISFACTORY	11	139	137

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FLORIDA INVENTORY OF SCHOOL HOUSES (FISH)

FACILITY INVENTORY REPORT

219	239	334	CUSTODIAL EQUIPMENT STORAGE	0	01	CERAMIC TILE	1976	SATISFACTORY	11	139	137
220	204	330	CUSTODIAL RECEIVING	0	01	CERAMIC TILE	1976	SATISFACTORY	11	139	137
220A	90	330	CUSTODIAL RECEIVING	0	01	CERAMIC TILE	1976	SATISFACTORY	11	139	137
220B	70	700	INSIDE CIRCULATION	0	01	COMPOSITION TILE	1976	SATISFACTORY	11	139	137
221	221	816	STUDENT RESTROOM (FEMALE)	0	01	CERAMIC TILE	1976	SATISFACTORY	11	139	137
600	2860	701	COVERED WALKWAY	0	01	CONCRETE	1976	SATISFACTORY	11	139	137

	Satisfactory		Unsatisfactory		Failed Standards		Scheduled For Replacement	
	Square Feet	Student Stations	Square Feet	Student Stations	Square Feet	Student Stations	Square Feet	Student Stations
Permanent	9,646	40	0	0				
TOTAL	9,646	40	0	0	0	0	0	0

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FLORIDA INVENTORY OF SCHOOL HOUSES (FISH)

FACILITY INVENTORY REPORT

DISTRICT: 6 BROWARD COUNTY SCHOOL DISTRICT

FACILITY: 137-A ATLANTIC TECHNICAL COLLEGE

BUILDING: 12 - Building Number 00012

Owner: SCHOOL BOARD	Light: ADEQUATE	Cooling: CENTRAL
Use: ADULT EDUCATION	Mech Vent: ADEQUATE	Heat Source: ELECTRIC
Year Constructed: 1976	Artificial Lighting: SHIELDED FLORESCENT	Heat Distribution: CENTRAL HOT AIR
Year Modified:	Educational TV: NONE	Heat Capacity: ADEQUATE
Average Age NSF: 1976	Intercom: TWO WAY COMPLETE	Walls: STUCCO
Relocatable Units: 0	Telephone: PARTIAL SYSTEM	Struct Comp: COMBINATION OF 1-3
Stories: 1		Corridor: SINGLE OUTSIDE

ROOM	NET SQ FT	DESIGN CODE	DESCRIPTION	STU STA	FLR LOC	FLOOR COVER	YEAR CONST	CONDITION	BLDG	PAR	FAC
225	2308	245	MEDIUM INDUSTRIAL LAB	20	01	CONCRETE	1976	SATISFACTORY	12	139	137
225A	628	840	VOCATIONAL RELATED CLASSROOM	0	01	COMPOSITION TILE	1976	SATISFACTORY	12	139	137
225B	103	315	TEACHER PLANNING OFFICE	0	01	COMPOSITION TILE	1976	SATISFACTORY	12	139	137
225C	206	850	VOCATIONAL TOOL STORAGE (SMALL)	0	01	CONCRETE	1976	SATISFACTORY	12	139	137
225D	206	810	MATERIAL STORAGE (LARGE)	0	01	CONCRETE	1976	SATISFACTORY	12	139	137
226	2172	245	MEDIUM INDUSTRIAL LAB	20	01	COMPOSITION TILE	1976	SATISFACTORY	12	139	137
226A	153	808	MATERIAL STORAGE	0	01	COMPOSITION TILE	1976	SATISFACTORY	12	139	137
226B	153	850	VOCATIONAL TOOL STORAGE (SMALL)	0	01	COMPOSITION TILE	1976	SATISFACTORY	12	139	137
226C	153	808	MATERIAL STORAGE	0	01	COMPOSITION TILE	1976	SATISFACTORY	12	139	137
226D	156	306	CONFERENCE ROOM	0	01	COMPOSITION TILE	1976	SATISFACTORY	12	139	137
226E	159	315	TEACHER PLANNING OFFICE	0	01	COMPOSITION TILE	1976	SATISFACTORY	12	139	137
227	3055	246	LARGE INDUSTRIAL LAB	20	01	COMPOSITION TILE	1976	SATISFACTORY	12	139	137

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FLORIDA INVENTORY OF SCHOOL HOUSES (FISH)

FACILITY INVENTORY REPORT

227A	152	315	TEACHER PLANNING OFFICE	0	01	COMPOSITION TILE	1976	SATISFACTORY	12	139	137
227B	144	806	REFERENCE	0	01	COMPOSITION TILE	1976	SATISFACTORY	12	139	137
227C	131	272	VOCATIONAL LAB SUPPORT SPACE	0	01	COMPOSITION TILE	1976	SATISFACTORY	12	139	137
227D	430	810	MATERIAL STORAGE (LARGE)	0	01	COMPOSITION TILE	1976	SATISFACTORY	12	139	137
228	80	702	MECHANICAL ROOM	0	01	CONCRETE	1976	SATISFACTORY	12	139	137

	Satisfactory		Unsatisfactory		Failed Standards		Scheduled For Replacement	
	Square Feet	Student Stations	Square Feet	Student Stations	Square Feet	Student Stations	Square Feet	Student Stations
Permanent	10,389	60	0	0				
TOTAL	10,389	60	0	0	0	0	0	0

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FLORIDA INVENTORY OF SCHOOL HOUSES (FISH)

FACILITY INVENTORY REPORT

DISTRICT: 6 BROWARD COUNTY SCHOOL DISTRICT

FACILITY: 137-A ATLANTIC TECHNICAL COLLEGE

BUILDING: 13 - Building Number 00013

Owner: SCHOOL BOARD	Light: ADEQUATE	Cooling: CENTRAL
Use: ADULT EDUCATION	Mech Vent: ADEQUATE	Heat Source: ELECTRIC
Year Constructed: 1979	Artificial Lighting: SHIELDED FLORESCENT	Heat Distribution: CENTRAL HOT AIR
Year Modified:	Educational TV: FIXED SERVICE TRANSMITTER/RECEIVER	Heat Capacity: ADEQUATE
Average Age NSF: 1979	Intercom: TWO WAY COMPLETE	Walls: STUCCO
Relocatable Units: 0	Telephone: NONE	Struct Comp: COMBINATION OF 1-3
Stories: 1		Corridor: SINGLE OUTSIDE

ROOM	NET SQ FT	DESIGN CODE	DESCRIPTION	STU STA	FLR LOC	FLOOR COVER	YEAR CONST	CONDITION	BLDG	PAR	FAC
234	1273	244	SMALL INDUSTRIAL LAB	20	01	CARPET	1979	SATISFACTORY	13	139	137
234A	1000	244	SMALL INDUSTRIAL LAB	18	01	CARPET	1979	SATISFACTORY	13	139	137
234C	500	840	VOCATIONAL RELATED CLASSROOM	0	01	CARPET	1979	SATISFACTORY	13	139	137
234D	176	808	MATERIAL STORAGE	0	01	CONCRETE	1979	SATISFACTORY	13	139	137
234E	302	272	VOCATIONAL LAB SUPPORT SPACE	0	01	CARPET	1979	SATISFACTORY	13	139	137
235	49	703	ELECTRICAL ROOM	0	01	CONCRETE	1979	SATISFACTORY	13	139	137
236	1792	245	MEDIUM INDUSTRIAL LAB	20	01	CONCRETE	1979	SATISFACTORY	13	139	137
236A	606	810	MATERIAL STORAGE (LARGE)	0	01	CONCRETE	1979	SATISFACTORY	13	139	137
236B	279	301	ASSISTANT PRINCIPAL/OTHER OFFICE	0	01	CERAMIC TILE	1979	SATISFACTORY	13	139	137
237	98	703	ELECTRICAL ROOM	0	01	CONCRETE	1979	SATISFACTORY	13	139	137
238	177	331	CUSTODIAL SERVICE CLOSET	0	01	CERAMIC TILE	1979	SATISFACTORY	13	139	137
239	204	815	STUDENT RESTROOM (MALE)	0	01	CERAMIC TILE	1979	SATISFACTORY	13	139	137

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FLORIDA INVENTORY OF SCHOOL HOUSES (FISH)

FACILITY INVENTORY REPORT

240	215	702	MECHANICAL ROOM	0	01	CONCRETE	1979	SATISFACTORY	13	139	137
241	524	840	VOCATIONAL RELATED CLASSROOM	0	01	CONCRETE	1979	SATISFACTORY	13	139	137
400D	1820	272	VOCATIONAL LAB SUPPORT SPACE	0	01	CONCRETE	1979	SATISFACTORY	13	139	137
400E	1874	272	VOCATIONAL LAB SUPPORT SPACE	0	01	CONCRETE	1979	SATISFACTORY	13	139	137
700	2390	701	COVERED WALKWAY	0	01	CONCRETE	1979	SATISFACTORY	13	139	137

	Satisfactory		Unsatisfactory		Failed Standards		Scheduled For Replacement	
	Square Feet	Student Stations	Square Feet	Student Stations	Square Feet	Student Stations	Square Feet	Student Stations
Permanent	13,279	58	0	0				
TOTAL	13,279	58	0	0	0	0	0	0

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FLORIDA INVENTORY OF SCHOOL HOUSES (FISH)

FACILITY INVENTORY REPORT

DISTRICT: 6 BROWARD COUNTY SCHOOL DISTRICT

FACILITY: 137-A ATLANTIC TECHNICAL COLLEGE

BUILDING: 14 - Building Number 00014

Owner: SCHOOL BOARD	Light: ADEQUATE	Cooling: CENTRAL
Use: ADULT EDUCATION	Mech Vent: ADEQUATE	Heat Source: ELECTRIC
Year Constructed: 1979	Artificial Lighting: SHIELDED FLORESCENT	Heat Distribution: CENTRAL HOT AIR
Year Modified:	Educational TV: FIXED SERVICE TRANSMITTER/RECEIVER	Heat Capacity: ADEQUATE
Average Age NSF: 1979	Intercom: TWO WAY COMPLETE	Walls: STUCCO
Relocatable Units: 0	Telephone: NONE	Struct Comp: COMBINATION OF 1-3
Stories: 1		Corridor: SINGLE OUTSIDE

ROOM	NET SQ FT	DESIGN CODE	DESCRIPTION	STU STA	FLR LOC	FLOOR COVER	YEAR CONST	CONDITION	BLDG	PAR	FAC
245	2210	245	MEDIUM INDUSTRIAL LAB	20	01	CONCRETE	1979	SATISFACTORY	14	139	137
245A	578	840	VOCATIONAL RELATED CLASSROOM	0	01	CONCRETE	1979	SATISFACTORY	14	139	137
245B	103	315	TEACHER PLANNING OFFICE	0	01	COMPOSITION TILE	1979	SATISFACTORY	14	139	137
245C	204	810	MATERIAL STORAGE (LARGE)	0	01	CONCRETE	1979	SATISFACTORY	14	139	137
245D	130	850	VOCATIONAL TOOL STORAGE (SMALL)	0	01	CONCRETE	1979	SATISFACTORY	14	139	137
246	66	702	MECHANICAL ROOM	0	01	CONCRETE	1979	SATISFACTORY	14	139	137
600	3810	701	COVERED WALKWAY	0	01	CONCRETE	1979	SATISFACTORY	14	139	137
900	1530	272	VOCATIONAL LAB SUPPORT SPACE	0	01	CONCRETE	1979	SATISFACTORY	14	139	137

	Satisfactory		Unsatisfactory		Failed Standards		Scheduled For Replacement	
	Square Feet	Student Stations	Square Feet	Student Stations	Square Feet	Student Stations	Square Feet	Student Stations
Permanent	8,631	20	0	0				
TOTAL	8,631	20	0	0	0	0	0	0

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FLORIDA INVENTORY OF SCHOOL HOUSES (FISH)

FACILITY INVENTORY REPORT

DISTRICT: 6 BROWARD COUNTY SCHOOL DISTRICT

FACILITY: 137-A ATLANTIC TECHNICAL COLLEGE

BUILDING: 15 - Building Number 00015

Owner: SCHOOL BOARD	Light: ADEQUATE	Cooling: CENTRAL
Use: ADULT EDUCATION	Mech Vent: ADEQUATE	Heat Source: ELECTRIC
Year Constructed: 1979	Artificial Lighting: SHIELDED FLORESCENT	Heat Distribution: CENTRAL HOT AIR
Year Modified:	Educational TV: FIXED SERVICE TRANSMITTER/RECEIVER	Heat Capacity: ADEQUATE
Average Age NSF: 1979	Intercom: TWO WAY COMPLETE	Walls: STUCCO
Relocatable Units: 0	Telephone: NONE	Struct Comp: COMBINATION OF 1-3
Stories: 1		Corridor: SINGLE OUTSIDE

ROOM	NET SQ FT	DESIGN CODE	DESCRIPTION	STU STA	FLR LOC	FLOOR COVER	YEAR CONST	CONDITION	BLDG	PAR	FAC
015	224	700	INSIDE CIRCULATION	0	01	CONCRETE	1979	SATISFACTORY	15	139	137
250	65	702	MECHANICAL ROOM	0	01	CONCRETE	1979	SATISFACTORY	15	139	137
251	2318	245	MEDIUM INDUSTRIAL LAB	20	01	CONCRETE	1979	SATISFACTORY	15	139	137
251A	436	272	VOCATIONAL LAB SUPPORT SPACE	0	01	CONCRETE	1979	SATISFACTORY	15	139	137
251B	436	272	VOCATIONAL LAB SUPPORT SPACE	0	01	CONCRETE	1979	SATISFACTORY	15	139	137
251C	111	850	VOCATIONAL TOOL STORAGE (SMALL)	0	01	CONCRETE	1979	SATISFACTORY	15	139	137
251D	96	315	TEACHER PLANNING OFFICE	0	01	CONCRETE	1979	SATISFACTORY	15	139	137
251E	96	850	VOCATIONAL TOOL STORAGE (SMALL)	0	01	CONCRETE	1979	SATISFACTORY	15	139	137
252	60	703	ELECTRICAL ROOM	0	01	CONCRETE	1979	SATISFACTORY	15	139	137
253	510	840	VOCATIONAL RELATED CLASSROOM	0	01	CONCRETE	1979	SATISFACTORY	15	139	137
254	21	700	INSIDE CIRCULATION	0	01	CERAMIC TILE	1979	SATISFACTORY	15	139	137
254A	123	816	STUDENT RESTROOM (FEMALE)	0	01	CONCRETE	1979	SATISFACTORY	15	139	137

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FLORIDA INVENTORY OF SCHOOL HOUSES (FISH)

FACILITY INVENTORY REPORT

255	34	331	CUSTODIAL SERVICE CLOSET	0	01	CONCRETE	1979	SATISFACTORY	15	139	137
256	21	700	INSIDE CIRCULATION	0	01	CONCRETE	1979	SATISFACTORY	15	139	137
256A	123	815	STUDENT RESTROOM (MALE)	0	01	CERAMIC TILE	1979	SATISFACTORY	15	139	137
257	19	808	MATERIAL STORAGE	0	01	CONCRETE	1979	SATISFACTORY	15	139	137
258	617	840	VOCATIONAL RELATED CLASSROOM	18	01	COMPOSITION TILE	1979	SATISFACTORY	15	139	137
259	1120	244	SMALL INDUSTRIAL LAB	20	01	CONCRETE	1979	SATISFACTORY	15	139	137
260	2552	245	MEDIUM INDUSTRIAL LAB	20	01	CONCRETE	1979	SATISFACTORY	15	139	137
260A	574	840	VOCATIONAL RELATED CLASSROOM	0	01	COMPOSITION TILE	1979	SATISFACTORY	15	139	137
260B	200	301	ASSISTANT PRINCIPAL/OTHER OFFICE	0	01	CONCRETE	1979	SATISFACTORY	15	139	137
260C	490	840	VOCATIONAL RELATED CLASSROOM	0	01	CONCRETE	1979	SATISFACTORY	15	139	137
260D	219	812	PROJECT STORAGE	0	01	CONCRETE	1979	SATISFACTORY	15	139	137
260E	363	272	VOCATIONAL LAB SUPPORT SPACE	0	01	CONCRETE	1979	SATISFACTORY	15	139	137
260H	149	272	VOCATIONAL LAB SUPPORT SPACE	0	01	CONCRETE	1979	SATISFACTORY	15	139	137
261	78	702	MECHANICAL ROOM	0	01	CONCRETE	1979	SATISFACTORY	15	139	137
262	160	703	ELECTRICAL ROOM	0	01	CONCRETE	1979	SATISFACTORY	15	139	137
263	2780	246	LARGE INDUSTRIAL LAB	20	01	CONCRETE	1979	SATISFACTORY	15	139	137
263A	526	840	VOCATIONAL RELATED CLASSROOM	0	01	COMPOSITION TILE	1979	SATISFACTORY	15	139	137
263B	113	272	VOCATIONAL LAB SUPPORT SPACE	0	01	CONCRETE	1979	SATISFACTORY	15	139	137
263C	360	272	VOCATIONAL LAB SUPPORT SPACE	0	01	CONCRETE	1979	SATISFACTORY	15	139	137
263D	155	702	MECHANICAL ROOM	0	01	CONCRETE	1979	SATISFACTORY	15	139	137
800	1444	701	COVERED WALKWAY	0	01	CONCRETE	1979	SATISFACTORY	15	139	137
800A	2240	701	COVERED WALKWAY	0	01	CONCRETE	1979	SATISFACTORY	15	139	137
800B	480	701	COVERED WALKWAY	0	01	CONCRETE	1979	SATISFACTORY	15	139	137

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FLORIDA INVENTORY OF SCHOOL HOUSES (FISH)

FACILITY INVENTORY REPORT

800C	876	701	COVERED WALKWAY		0	01	CONCRETE	1979	SATISFACTORY		15	139	137

	Satisfactory		Unsatisfactory		Failed Standards		Scheduled For Replacement	
	Square Feet	Student Stations	Square Feet	Student Stations	Square Feet	Student Stations	Square Feet	Student Stations
Permanent	20,189	98	0	0				
TOTAL	20,189	98	0	0	0	0	0	0

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FLORIDA INVENTORY OF SCHOOL HOUSES (FISH)

FACILITY INVENTORY REPORT

DISTRICT: 6 BROWARD COUNTY SCHOOL DISTRICT

FACILITY: 137-A ATLANTIC TECHNICAL COLLEGE

BUILDING: 16 - Building Number 00016

Owner: SCHOOL BOARD	Light: ADEQUATE	Cooling: NONE
Use: ADULT EDUCATION	Mech Vent: NONE	Heat Source: NONE
Year Constructed: 1976	Artificial Lighting: SHIELDED FLORESCENT	Heat Distribution: NO HEAT PROVIDED
Year Modified:	Educational TV: NONE	Heat Capacity: NONE
Average Age NSF: 1976	Intercom: NONE	Walls: STUCCO
Relocatable Units: 0	Telephone: NONE	Struct Comp: CONCRETE
Stories: 1		Corridor: NONE

ROOM	NET SQ FT	DESIGN CODE	DESCRIPTION	STU STA	FLR LOC	FLOOR COVER	YEAR CONST	CONDITION	BLDG	PAR	FAC
175	98	333	FLAMMABLE STORAGE	0	01	CONCRETE	1976	SATISFACTORY	16	139	137
175A	62	333	FLAMMABLE STORAGE	0	01	CONCRETE	1976	SATISFACTORY	16	139	137

	Satisfactory		Unsatisfactory		Failed Standards		Scheduled For Replacement	
	Square Feet	Student Stations	Square Feet	Student Stations	Square Feet	Student Stations	Square Feet	Student Stations
Permanent	160	0	0	0				
TOTAL	160	0	0	0	0	0	0	0

FLORIDA INVENTORY OF SCHOOL HOUSES (FISH)

FACILITY INVENTORY REPORT

DISTRICT: 6 BROWARD COUNTY SCHOOL DISTRICT

FACILITY: 137-A ATLANTIC TECHNICAL COLLEGE

BUILDING: 17 - Building Number 00017

Owner: SCHOOL BOARD	Light: ADEQUATE	Cooling: CENTRAL
Use: ADULT EDUCATION	Mech Vent: ADEQUATE	Heat Source: ELECTRIC
Year Constructed: 1976	Artificial Lighting: COMBINATION OF 1-6	Heat Distribution: CENTRAL HOT AIR
Year Modified:	Educational TV: NONE	Heat Capacity: ADEQUATE
Average Age NSF: 1976	Intercom: TWO WAY COMPLETE	Walls: STUCCO
Relocatable Units: 0	Telephone: NONE	Struct Comp: COMBINATION OF 1-3
Stories: 1		Corridor: NONE

ROOM	NET SQ FT	DESIGN CODE	DESCRIPTION	STU STA	FLR LOC	FLOOR COVER	YEAR CONST	CONDITION	BLDG	PAR	FAC
295	3250	246	LARGE INDUSTRIAL LAB	20	01	CONCRETE	1976	SATISFACTORY	17	139	137
295A	566	849	VOCATIONAL PROJECT STORAGE	0	01	CONCRETE	1976	SATISFACTORY	17	139	137
295B	147	850	VOCATIONAL TOOL STORAGE (SMALL)	0	01	CONCRETE	1976	SATISFACTORY	17	139	137
295C	146	301	ASSISTANT PRINCIPAL/OTHER OFFICE	0	01	CARPET	1976	SATISFACTORY	17	139	137
295D	546	840	VOCATIONAL RELATED CLASSROOM	0	01	CARPET	1976	SATISFACTORY	17	139	137
296	95	816	STUDENT RESTROOM (FEMALE)	0	01	CERAMIC TILE	1976	SATISFACTORY	17	139	137
297	114	815	STUDENT RESTROOM (MALE)	0	01	CERAMIC TILE	1976	SATISFACTORY	17	139	137
298	5167	246	LARGE INDUSTRIAL LAB	20	01	CONCRETE	1976	SATISFACTORY	17	139	137
298A	546	840	VOCATIONAL RELATED CLASSROOM	0	01	COMPOSITION TILE	1976	SATISFACTORY	17	139	137
298B	175	812	PROJECT STORAGE	0	01	CONCRETE	1976	SATISFACTORY	17	139	137
298C	75	850	VOCATIONAL TOOL STORAGE (SMALL)	0	01	CONCRETE	1976	SATISFACTORY	17	139	137
298D	250	810	MATERIAL STORAGE (LARGE)	0	01	CONCRETE	1976	SATISFACTORY	17	139	137

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FLORIDA INVENTORY OF SCHOOL HOUSES (FISH)

FACILITY INVENTORY REPORT

299	187	702	MECHANICAL ROOM	0	01	CONCRETE	1976	SATISFACTORY	17	139	137
700	2591	701	COVERED WALKWAY	0	01	CONCRETE	1976	SATISFACTORY	17	139	137
700A	35	701	COVERED WALKWAY	0	01	CONCRETE	1976	SATISFACTORY	17	139	137
700B	35	701	COVERED WALKWAY	0	01	CONCRETE	1976	SATISFACTORY	17	139	137

	Satisfactory		Unsatisfactory		Failed Standards		Scheduled For Replacement	
	Square Feet	Student Stations	Square Feet	Student Stations	Square Feet	Student Stations	Square Feet	Student Stations
Permanent	13,925	40	0	0				
TOTAL	13,925	40	0	0	0	0	0	0

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FLORIDA INVENTORY OF SCHOOL HOUSES (FISH)

FACILITY INVENTORY REPORT

DISTRICT: 6 BROWARD COUNTY SCHOOL DISTRICT

FACILITY: 137-A ATLANTIC TECHNICAL COLLEGE

BUILDING: 18 - Building Number 00018

Owner: SCHOOL BOARD	Light: ADEQUATE	Cooling: CENTRAL
Use: ADULT EDUCATION	Mech Vent: ADEQUATE	Heat Source: ELECTRIC
Year Constructed: 1985	Artificial Lighting: SHIELDED FLORESCENT	Heat Distribution: CENTRAL HOT AIR
Year Modified:	Educational TV: FIXED SERVICE TRANSMITTER/RECEIVER	Heat Capacity: ADEQUATE
Average Age NSF: 1985	Intercom: TWO WAY COMPLETE	Walls: STUCCO
Relocatable Units: 0	Telephone: NONE	Struct Comp: COMBINATION OF 1-3
Stories: 1		Corridor: SINGLE OUTSIDE

ROOM	NET SQ FT	DESIGN CODE	DESCRIPTION	STU STA	FLR LOC	FLOOR COVER	YEAR CONST	CONDITION	BLDG	PAR	FAC
285	2053	245	MEDIUM INDUSTRIAL LAB	20	01	CARPET	1985	SATISFACTORY	18	139	137
285A	300	810	MATERIAL STORAGE (LARGE)	0	01	CARPET	1985	SATISFACTORY	18	139	137
285B	87	850	VOCATIONAL TOOL STORAGE (SMALL)	0	01	COMPOSITION TILE	1985	SATISFACTORY	18	139	137
286	23	331	CUSTODIAL SERVICE CLOSET	0	01	CONCRETE	1985	SATISFACTORY	18	139	137
287	88	816	STUDENT RESTROOM (FEMALE)	0	01	CERAMIC TILE	1985	SATISFACTORY	18	139	137
288	1063	244	SMALL INDUSTRIAL LAB	20	01	COMPOSITION TILE	1985	SATISFACTORY	18	139	137
288A	520	840	VOCATIONAL RELATED CLASSROOM	0	01	COMPOSITION TILE	1985	SATISFACTORY	18	139	137
288B	147	272	VOCATIONAL LAB SUPPORT SPACE	0	01	CONCRETE	1985	SATISFACTORY	18	139	137
288C	117	808	MATERIAL STORAGE	0	01	CONCRETE	1985	SATISFACTORY	18	139	137
288D	93	850	VOCATIONAL TOOL STORAGE (SMALL)	0	01	CONCRETE	1985	SATISFACTORY	18	139	137
288E	248	849	VOCATIONAL PROJECT STORAGE	0	01	CONCRETE	1985	SATISFACTORY	18	139	137
289	32	703	ELECTRICAL ROOM	0	01	CONCRETE	1985	SATISFACTORY	18	139	137

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FLORIDA INVENTORY OF SCHOOL HOUSES (FISH)

FACILITY INVENTORY REPORT

290	139	702	MECHANICAL ROOM	0	01	CONCRETE	1985	SATISFACTORY	18	139	137
500B	210	272	VOCATIONAL LAB SUPPORT SPACE	0	01	CONCRETE	1985	SATISFACTORY	18	139	137
500C	49	701	COVERED WALKWAY	0	01	CONCRETE	1985	SATISFACTORY	18	139	137
600A	595	701	COVERED WALKWAY	0	01	CONCRETE	1985	SATISFACTORY	18	139	137
600B	41	701	COVERED WALKWAY	0	01	CONCRETE	1985	SATISFACTORY	18	139	137
600C	210	272	VOCATIONAL LAB SUPPORT SPACE	0	01	CONCRETE	1985	SATISFACTORY	18	139	137

	Satisfactory		Unsatisfactory		Failed Standards		Scheduled For Replacement	
	Square Feet	Student Stations	Square Feet	Student Stations	Square Feet	Student Stations	Square Feet	Student Stations
Permanent	6,015	40	0	0				
TOTAL	6,015	40	0	0	0	0	0	0

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FLORIDA INVENTORY OF SCHOOL HOUSES (FISH)

FACILITY INVENTORY REPORT

DISTRICT: 6 BROWARD COUNTY SCHOOL DISTRICT

FACILITY: 137-A ATLANTIC TECHNICAL COLLEGE

BUILDING: 19 - Building Number 00019

Owner: SCHOOL BOARD	Light: ADEQUATE	Cooling: CENTRAL
Use: ADULT EDUCATION	Mech Vent: ADEQUATE	Heat Source: ELECTRIC
Year Constructed: 1985	Artificial Lighting: SHIELDED FLORESCENT	Heat Distribution: CENTRAL HOT AIR
Year Modified:	Educational TV: FIXED SERVICE TRANSMITTER/RECEIVER	Heat Capacity: ADEQUATE
Average Age NSF: 1985	Intercom: TWO WAY COMPLETE	Walls: STUCCO
Relocatable Units: 0	Telephone: PARTIAL SYSTEM	Struct Comp: COMBINATION OF 1-3
Stories: 2		Corridor: SINGLE OUTSIDE

ROOM	NET SQ FT	DESIGN CODE	DESCRIPTION	STU STA	FLR LOC	FLOOR COVER	YEAR CONST	CONDITION	BLDG	PAR	FAC
016	171	700	INSIDE CIRCULATION	0	01	CARPET	1985	SATISFACTORY	19	139	137
016A	112	700	INSIDE CIRCULATION	0	01	CARPET	1985	SATISFACTORY	19	139	137
100A	2928	701	COVERED WALKWAY	0	01	CONCRETE	1985	SATISFACTORY	19	139	137
100B	2233	701	COVERED WALKWAY	0	01	CONCRETE	1985	SATISFACTORY	19	139	137
275	2583	270	WORK EVALUATION LAB	0	01	CARPET	1985	SATISFACTORY	19	139	137
275A	156	315	TEACHER PLANNING OFFICE	0	01	CARPET	1985	SATISFACTORY	19	139	137
275B	230	810	MATERIAL STORAGE (LARGE)	0	01	COMPOSITION TILE	1985	SATISFACTORY	19	139	137
275C	103	315	TEACHER PLANNING OFFICE	0	01	CARPET	1985	SATISFACTORY	19	139	137
275D	282	272	VOCATIONAL LAB SUPPORT SPACE	0	01	CARPET	1985	SATISFACTORY	19	139	137
275E	265	272	VOCATIONAL LAB SUPPORT SPACE	0	01	CARPET	1985	SATISFACTORY	19	139	137
275F	265	272	VOCATIONAL LAB SUPPORT SPACE	0	01	CARPET	1985	SATISFACTORY	19	139	137
275G	24	334	CUSTODIAL EQUIPMENT STORAGE	0	01	CONCRETE	1985	SATISFACTORY	19	139	137

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FLORIDA INVENTORY OF SCHOOL HOUSES (FISH)

FACILITY INVENTORY REPORT

275H	174	272	VOCATIONAL LAB SUPPORT SPACE	0	01	CARPET	1985	SATISFACTORY	19	139	137
276	255	702	MECHANICAL ROOM	0	01	CONCRETE	1985	SATISFACTORY	19	139	137
277	83	820	STAFF RESTROOM (FEMALE)	0	01	CERAMIC TILE	1985	SATISFACTORY	19	139	137
278	83	819	STAFF RESTROOM (MALE)	0	01	CERAMIC TILE	1985	SATISFACTORY	19	139	137
279	1003	270	WORK EVALUATION LAB	0	01	CARPET	1985	SATISFACTORY	19	139	137
279A	12	808	MATERIAL STORAGE	0	01	CONCRETE	1985	SATISFACTORY	19	139	137
279B	244	316	TEACHER LOUNGE/DINING	0	01	COMPOSITION TILE	1985	SATISFACTORY	19	139	137
279C	150	808	MATERIAL STORAGE	0	01	COMPOSITION TILE	1985	SATISFACTORY	19	139	137
279D	250	272	VOCATIONAL LAB SUPPORT SPACE	0	01	CARPET	1985	SATISFACTORY	19	139	137
100C	2069	701	COVERED WALKWAY	0	02	CONCRETE	1985	SATISFACTORY	19	139	137
184	1428	212	BUSINESS EDUCATION LAB	20	02	CARPET	1985	SATISFACTORY	19	139	137
184A	456	840	VOCATIONAL RELATED CLASSROOM	13	02	COMPOSITION TILE	1985	SATISFACTORY	19	139	137
184B	100	315	TEACHER PLANNING OFFICE	0	02	CARPET	1985	SATISFACTORY	19	139	137
184C	72	808	MATERIAL STORAGE	0	02	CARPET	1985	SATISFACTORY	19	139	137

	Satisfactory		Unsatisfactory		Failed Standards		Scheduled For Replacement	
	Square Feet	Student Stations	Square Feet	Student Stations	Square Feet	Student Stations	Square Feet	Student Stations
Permanent	15,731	33	0	0				
TOTAL	15,731	33	0	0	0	0	0	0

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FLORIDA INVENTORY OF SCHOOL HOUSES (FISH)

FACILITY INVENTORY REPORT

DISTRICT: 6 BROWARD COUNTY SCHOOL DISTRICT

FACILITY: 137-A ATLANTIC TECHNICAL COLLEGE

BUILDING: 20 - Building Number 00020

Owner: SCHOOL BOARD	Light: ADEQUATE	Cooling: CENTRAL
Use: ADULT EDUCATION	Mech Vent: ADEQUATE	Heat Source: NONE
Year Constructed: 1985	Artificial Lighting: SHIELDED FLORESCENT	Heat Distribution: NO HEAT PROVIDED
Year Modified:	Educational TV: FIXED SERVICE TRANSMITTER/RECEIVER	Heat Capacity: NONE
Average Age NSF: 1985	Intercom: TWO WAY COMPLETE	Walls: STUCCO
Relocatable Units: 0	Telephone: PARTIAL SYSTEM	Struct Comp: COMBINATION OF 1-3
Stories: 1		Corridor: SINGLE OUTSIDE

ROOM	NET SQ FT	DESIGN CODE	DESCRIPTION	STU STA	FLR LOC	FLOOR COVER	YEAR CONST	CONDITION	BLDG	PAR	FAC
315	1949	203	MEDIUM AGRICULTURE LAB	20	01	CONCRETE	1985	SATISFACTORY	20	139	137
315A	1404	272	VOCATIONAL LAB SUPPORT SPACE	0	01	COMPOSITION TILE	1985	SATISFACTORY	20	139	137
315B	373	810	MATERIAL STORAGE (LARGE)	0	01	CONCRETE	1985	SATISFACTORY	20	139	137
315C	663	851	VOCATIONAL TOOL STORAGE (LARGE)	0	01	CONCRETE	1985	SATISFACTORY	20	139	137
316	182	816	STUDENT RESTROOM (FEMALE)	0	01	CERAMIC TILE	1985	SATISFACTORY	20	139	137
317	134	815	STUDENT RESTROOM (MALE)	0	01	CERAMIC TILE	1985	SATISFACTORY	20	139	137
318	25	331	CUSTODIAL SERVICE CLOSET	0	01	CONCRETE	1985	SATISFACTORY	20	139	137
319	189	702	MECHANICAL ROOM	0	01	CONCRETE	1985	SATISFACTORY	20	139	137
320	359	333	FLAMMABLE STORAGE	0	01	CONCRETE	1985	SATISFACTORY	20	139	137
900	300	701	COVERED WALKWAY	0	01	CONCRETE	1985	SATISFACTORY	20	139	137
900A	260	701	COVERED WALKWAY	0	01	CONCRETE	1985	SATISFACTORY	20	139	137
900B	168	701	COVERED WALKWAY	0	01	CONCRETE	1985	SATISFACTORY	20	139	137

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FLORIDA INVENTORY OF SCHOOL HOUSES (FISH)

FACILITY INVENTORY REPORT

900C	300	701	COVERED WALKWAY	0	01	CONCRETE	1985	SATISFACTORY	20	139	137

	Satisfactory		Unsatisfactory		Failed Standards		Scheduled For Replacement	
	Square Feet	Student Stations	Square Feet	Student Stations	Square Feet	Student Stations	Square Feet	Student Stations
Permanent	6,306	20	0	0				
TOTAL	6,306	20	0	0	0	0	0	0

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FLORIDA INVENTORY OF SCHOOL HOUSES (FISH)

FACILITY INVENTORY REPORT

DISTRICT: 6 BROWARD COUNTY SCHOOL DISTRICT

FACILITY: 137-A ATLANTIC TECHNICAL COLLEGE

BUILDING: 21 - Building Number 00021

Owner: SCHOOL BOARD	Light: ADEQUATE	Cooling: NONE
Use: ADULT EDUCATION	Mech Vent: NONE	Heat Source: SOLAR
Year Constructed: 1985	Artificial Lighting: NONE	Heat Distribution: COMBINATION OF SYSTEMS
Year Modified:	Educational TV: NONE	Heat Capacity: ADEQUATE
Average Age NSF: 1985	Intercom: NONE	Walls: WOOD
Relocatable Units: 0	Telephone: NONE	Struct Comp: WOOD
Stories: 1		Corridor: NONE

ROOM	NET SQ FT	DESIGN CODE	DESCRIPTION	STU STA	FLR LOC	FLOOR COVER	YEAR CONST	CONDITION	BLDG	PAR	FAC
325	841	272	VOCATIONAL LAB SUPPORT SPACE	0	01	OTHER	1985	SATISFACTORY	21	139	137

	Satisfactory		Unsatisfactory		Failed Standards		Scheduled For Replacement	
	Square Feet	Student Stations	Square Feet	Student Stations	Square Feet	Student Stations	Square Feet	Student Stations
Permanent	841	0	0	0				
TOTAL	841	0	0	0	0	0	0	0

FLORIDA INVENTORY OF SCHOOL HOUSES (FISH)

FACILITY INVENTORY REPORT

DISTRICT: 6 BROWARD COUNTY SCHOOL DISTRICT

FACILITY: 137-A ATLANTIC TECHNICAL COLLEGE

BUILDING: 22 - Building Number 00022

Owner: SCHOOL BOARD	Light: ADEQUATE	Cooling: NONE
Use: ADULT EDUCATION	Mech Vent: NONE	Heat Source: NONE
Year Constructed: 1985	Artificial Lighting: NONE	Heat Distribution: NO HEAT PROVIDED
Year Modified:	Educational TV: NONE	Heat Capacity: NONE
Average Age NSF: 1985	Intercom: NONE	Walls: STUCCO
Relocatable Units: 0	Telephone: NONE	Struct Comp: COMBINATION OF 1-3
Stories: 1		Corridor: NONE

ROOM	NET SQ FT	DESIGN CODE	DESCRIPTION	STU STA	FLR LOC	FLOOR COVER	YEAR CONST	CONDITION	BLDG	PAR	FAC
401	44	333	FLAMMABLE STORAGE	0	01	CONCRETE	1985	SATISFACTORY	22	139	137

	Satisfactory		Unsatisfactory		Failed Standards		Scheduled For Replacement	
	Square Feet	Student Stations	Square Feet	Student Stations	Square Feet	Student Stations	Square Feet	Student Stations
Permanent	44	0	0	0				
TOTAL	44	0	0	0	0	0	0	0

FLORIDA INVENTORY OF SCHOOL HOUSES (FISH)

FACILITY INVENTORY REPORT

DISTRICT: 6 BROWARD COUNTY SCHOOL DISTRICT

FACILITY: 137-A ATLANTIC TECHNICAL COLLEGE

BUILDING: 23 - Building Number 00023

Owner: SCHOOL BOARD	Light: ADEQUATE	Cooling: NONE
Use: ADULT EDUCATION	Mech Vent: NONE	Heat Source: NONE
Year Constructed: 1992	Artificial Lighting: NONE	Heat Distribution: NO HEAT PROVIDED
Year Modified:	Educational TV: NONE	Heat Capacity: NONE
Average Age NSF: 1992	Intercom: NONE	Walls: STUCCO
Relocatable Units: 0	Telephone: NONE	Struct Comp: CONCRETE
Stories: 1		Corridor: NONE

ROOM	NET SQ FT	DESIGN CODE	DESCRIPTION	STU STA	FLR LOC	FLOOR COVER	YEAR CONST	CONDITION	BLDG	PAR	FAC
501	219	702	MECHANICAL ROOM	0	01	CONCRETE	1992	SATISFACTORY	23	139	137

	Satisfactory		Unsatisfactory		Failed Standards		Scheduled For Replacement	
	Square Feet	Student Stations	Square Feet	Student Stations	Square Feet	Student Stations	Square Feet	Student Stations
Permanent	219	0	0	0				
TOTAL	219	0	0	0	0	0	0	0

FLORIDA INVENTORY OF SCHOOL HOUSES (FISH)

FACILITY INVENTORY REPORT

DISTRICT: 6 BROWARD COUNTY SCHOOL DISTRICT

FACILITY: 137-A ATLANTIC TECHNICAL COLLEGE

BUILDING: 24 - Building Number 00024

Owner: SCHOOL BOARD	Light: ADEQUATE	Cooling: CENTRAL
Use: ADULT EDUCATION	Mech Vent: ADEQUATE	Heat Source: ELECTRIC
Year Constructed: 2004	Artificial Lighting: SHIELDED FLORESCENT	Heat Distribution: CENTRAL HOT AIR
Year Modified:	Educational TV: FIXED SERVICE RECEIVER	Heat Capacity: ADEQUATE
Average Age NSF: 2004	Intercom: TWO WAY COMPLETE	Walls: STUCCO
Relocatable Units: 0	Telephone: PARTIAL SYSTEM	Struct Comp: COMBINATION OF 1-3
Stories: 2		Corridor: SINGLE OUTSIDE

ROOM	NET SQ FT	DESIGN CODE	DESCRIPTION	STU STA	FLR LOC	FLOOR COVER	YEAR CONST	CONDITION	BLDG	PAR	FAC
0024	200	700	INSIDE CIRCULATION	0	01	COMPOSITION TILE	2004	SATISFACTORY	24	139	137
0024A	49	827	ELEVATOR (PASSENGER/HANDICAPPED)	0	01	COMPOSITION TILE	2004	SATISFACTORY	24	139	137
0024B	200	700	INSIDE CIRCULATION	0	01	COMPOSITION TILE	2004	SATISFACTORY	24	139	137
0024C	200	700	INSIDE CIRCULATION	0	01	COMPOSITION TILE	2004	SATISFACTORY	24	139	137
2400	1411	701	COVERED WALKWAY	0	01	CONCRETE	2004	SATISFACTORY	24	139	137
2400A	1094	701	COVERED WALKWAY	0	01	CONCRETE	2004	SATISFACTORY	24	139	137
2400B	1411	701	COVERED WALKWAY	0	01	CONCRETE	2004	SATISFACTORY	24	139	137
2400C	600	701	COVERED WALKWAY	0	01	CONCRETE	2004	SATISFACTORY	24	139	137
2400H	1329	701	COVERED WALKWAY	0	01	CONCRETE	2004	SATISFACTORY	24	139	137
2401	806	840	VOCATIONAL RELATED CLASSROOM	24	01	COMPOSITION TILE	2004	SATISFACTORY	24	139	137
2401A	71	808	MATERIAL STORAGE	0	01	COMPOSITION TILE	2004	SATISFACTORY	24	139	137
2402	806	840	VOCATIONAL RELATED CLASSROOM	24	01	COMPOSITION TILE	2004	SATISFACTORY	24	139	137

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FLORIDA INVENTORY OF SCHOOL HOUSES (FISH)

FACILITY INVENTORY REPORT

2402A	71	808	MATERIAL STORAGE	0	01	COMPOSITION TILE	2004	SATISFACTORY	24	139	137
2403	810	840	VOCATIONAL RELATED CLASSROOM	24	01	COMPOSITION TILE	2004	SATISFACTORY	24	139	137
2403A	75	808	MATERIAL STORAGE	0	01	COMPOSITION TILE	2004	SATISFACTORY	24	139	137
2404	810	840	VOCATIONAL RELATED CLASSROOM	24	01	COMPOSITION TILE	2004	SATISFACTORY	24	139	137
2404A	75	808	MATERIAL STORAGE	0	01	COMPOSITION TILE	2004	SATISFACTORY	24	139	137
2405	810	840	VOCATIONAL RELATED CLASSROOM	24	01	COMPOSITION TILE	2004	SATISFACTORY	24	139	137
2405A	75	808	MATERIAL STORAGE	0	01	COMPOSITION TILE	2004	SATISFACTORY	24	139	137
2406	83	331	CUSTODIAL SERVICE CLOSET	0	01	CONCRETE	2004	SATISFACTORY	24	139	137
2407	205	816	STUDENT RESTROOM (FEMALE)	0	01	CERAMIC TILE	2004	SATISFACTORY	24	139	137
2408	193	815	STUDENT RESTROOM (MALE)	0	01	CERAMIC TILE	2004	SATISFACTORY	24	139	137
2409	119	703	ELECTRICAL ROOM	0	01	CONCRETE	2004	SATISFACTORY	24	139	137
2410	817	840	VOCATIONAL RELATED CLASSROOM	24	01	COMPOSITION TILE	2004	SATISFACTORY	24	139	137
2410A	77	808	MATERIAL STORAGE	0	01	COMPOSITION TILE	2004	SATISFACTORY	24	139	137
2411	650	702	MECHANICAL ROOM	0	01	CONCRETE	2004	SATISFACTORY	24	139	137
2412	814	840	VOCATIONAL RELATED CLASSROOM	24	01	COMPOSITION TILE	2004	SATISFACTORY	24	139	137
2412A	77	808	MATERIAL STORAGE	0	01	COMPOSITION TILE	2004	SATISFACTORY	24	139	137
2413	812	840	VOCATIONAL RELATED CLASSROOM	24	01	COMPOSITION TILE	2004	SATISFACTORY	24	139	137
2413A	75	808	MATERIAL STORAGE	0	01	COMPOSITION TILE	2004	SATISFACTORY	24	139	137
2414	824	840	VOCATIONAL RELATED CLASSROOM	24	01	COMPOSITION TILE	2004	SATISFACTORY	24	139	137
2414A	80	808	MATERIAL STORAGE	0	01	COMPOSITION TILE	2004	SATISFACTORY	24	139	137
2415	810	840	VOCATIONAL RELATED CLASSROOM	24	01	COMPOSITION TILE	2004	SATISFACTORY	24	139	137
2415A	75	808	MATERIAL STORAGE	0	01	COMPOSITION TILE	2004	SATISFACTORY	24	139	137
2416	810	840	VOCATIONAL RELATED CLASSROOM	24	01	COMPOSITION TILE	2004	SATISFACTORY	24	139	137
2416A	75	808	MATERIAL STORAGE	0	01	COMPOSITION TILE	2004	SATISFACTORY	24	139	137

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FLORIDA INVENTORY OF SCHOOL HOUSES (FISH)

FACILITY INVENTORY REPORT

2417	810	840	VOCATIONAL RELATED CLASSROOM	24	01	COMPOSITION TILE	2004	SATISFACTORY	24	139	137
2417A	75	808	MATERIAL STORAGE	0	01	COMPOSITION TILE	2004	SATISFACTORY	24	139	137
2418	806	840	VOCATIONAL RELATED CLASSROOM	24	01	COMPOSITION TILE	2004	SATISFACTORY	24	139	137
2418A	71	808	MATERIAL STORAGE	0	01	COMPOSITION TILE	2004	SATISFACTORY	24	139	137
2419	806	315	TEACHER PLANNING OFFICE	0	01	COMPOSITION TILE	2004	SATISFACTORY	24	139	137
2419A	71	808	MATERIAL STORAGE	0	01	COMPOSITION TILE	2004	SATISFACTORY	24	139	137
2420	45	820	STAFF RESTROOM (FEMALE)	0	01	CERAMIC TILE	2004	SATISFACTORY	24	139	137
2421	45	819	STAFF RESTROOM (MALE)	0	01	CERAMIC TILE	2004	SATISFACTORY	24	139	137
2422	50	702	MECHANICAL ROOM	0	01	CONCRETE	2004	SATISFACTORY	24	139	137
2423	31	331	CUSTODIAL SERVICE CLOSET	0	01	CONCRETE	2004	SATISFACTORY	24	139	137
2400D	1411	701	COVERED WALKWAY	0	02	CONCRETE	2004	SATISFACTORY	24	139	137
2400E	625	701	COVERED WALKWAY	0	02	CONCRETE	2004	SATISFACTORY	24	139	137
2400F	1411	701	COVERED WALKWAY	0	02	CONCRETE	2004	SATISFACTORY	24	139	137
2400G	600	701	COVERED WALKWAY	0	02	CONCRETE	2004	SATISFACTORY	24	139	137
2425	1530	23	SENIOR HIGH SCIENCE LAB (9-12)	25	02	COMPOSITION TILE	2004	SATISFACTORY	24	139	137
2426	967	315	TEACHER PLANNING OFFICE	0	02	COMPOSITION TILE	2004	SATISFACTORY	24	139	137
2426A	100	808	MATERIAL STORAGE	0	02	COMPOSITION TILE	2004	SATISFACTORY	24	139	137
2427	1530	23	SENIOR HIGH SCIENCE LAB (9-12)	25	02	COMPOSITION TILE	2004	SATISFACTORY	24	139	137
2428	810	840	VOCATIONAL RELATED CLASSROOM	24	02	COMPOSITION TILE	2004	SATISFACTORY	24	139	137
2428A	75	808	MATERIAL STORAGE	0	02	COMPOSITION TILE	2004	SATISFACTORY	24	139	137
2429	205	816	STUDENT RESTROOM (FEMALE)	0	02	CERAMIC TILE	2004	SATISFACTORY	24	139	137
2430	193	815	STUDENT RESTROOM (MALE)	0	02	CERAMIC TILE	2004	SATISFACTORY	24	139	137
2431	811	840	VOCATIONAL RELATED CLASSROOM	24	02	COMPOSITION TILE	2004	SATISFACTORY	24	139	137
2431A	55	808	MATERIAL STORAGE	0	02	COMPOSITION TILE	2004	SATISFACTORY	24	139	137

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FLORIDA INVENTORY OF SCHOOL HOUSES (FISH)

FACILITY INVENTORY REPORT

2432	84	703	ELECTRICAL ROOM	0	02	CONCRETE	2004	SATISFACTORY	24	139	137
2433	40	331	CUSTODIAL SERVICE CLOSET	0	02	CONCRETE	2004	SATISFACTORY	24	139	137
2434	54	707	TELEPHONE EQUIPMENT/COMMUNICATION CLOSET	0	02	CONCRETE	2004	SATISFACTORY	24	139	137
2435	346	702	MECHANICAL ROOM	0	02	CONCRETE	2004	SATISFACTORY	24	139	137
2436	811	840	VOCATIONAL RELATED CLASSROOM	24	02	COMPOSITION TILE	2004	SATISFACTORY	24	139	137
2436A	55	808	MATERIAL STORAGE	0	02	COMPOSITION TILE	2004	SATISFACTORY	24	139	137
2437	812	840	VOCATIONAL RELATED CLASSROOM	24	02	COMPOSITION TILE	2004	SATISFACTORY	24	139	137
2437A	75	808	MATERIAL STORAGE	0	02	COMPOSITION TILE	2004	SATISFACTORY	24	139	137
2438	810	840	VOCATIONAL RELATED CLASSROOM	24	02	COMPOSITION TILE	2004	SATISFACTORY	24	139	137
2438A	75	808	MATERIAL STORAGE	0	02	COMPOSITION TILE	2004	SATISFACTORY	24	139	137
2439	810	840	VOCATIONAL RELATED CLASSROOM	24	02	COMPOSITION TILE	2004	SATISFACTORY	24	139	137
2439A	75	808	MATERIAL STORAGE	0	02	COMPOSITION TILE	2004	SATISFACTORY	24	139	137
2440	1530	23	SENIOR HIGH SCIENCE LAB (9-12)	25	02	COMPOSITION TILE	2004	SATISFACTORY	24	139	137
2441	339	702	MECHANICAL ROOM	0	02	CONCRETE	2004	SATISFACTORY	24	139	137
2442	38	331	CUSTODIAL SERVICE CLOSET	0	02	CONCRETE	2004	SATISFACTORY	24	139	137
2443	1530	23	SENIOR HIGH SCIENCE LAB (9-12)	25	02	COMPOSITION TILE	2004	SATISFACTORY	24	139	137
2444	45	820	STAFF RESTROOM (FEMALE)	0	02	CERAMIC TILE	2004	SATISFACTORY	24	139	137
2445	45	819	STAFF RESTROOM (MALE)	0	02	CERAMIC TILE	2004	SATISFACTORY	24	139	137
2446	50	808	MATERIAL STORAGE	0	02	COMPOSITION TILE	2004	SATISFACTORY	24	139	137

	Satisfactory		Unsatisfactory		Failed Standards		Scheduled For Replacement	
	Square Feet	Student Stations	Square Feet	Student Stations	Square Feet	Student Stations	Square Feet	Student Stations
Permanent	38,256	556	0	0				
TOTAL	38,256	556	0	0	0	0	0	0

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FLORIDA INVENTORY OF SCHOOL HOUSES (FISH)

FACILITY INVENTORY REPORT

DISTRICT: 6 BROWARD COUNTY SCHOOL DISTRICT

FACILITY: 137-A ATLANTIC TECHNICAL COLLEGE

BUILDING: 98 - Building Number 00098

Owner: FEDERAL	Light: ADEQUATE	Cooling: INDIVIDUAL UNITS
Use: ADULT EDUCATION	Mech Vent: ADEQUATE	Heat Source: ELECTRIC
Year Constructed: 1976	Artificial Lighting: SHIELDED FLORESCENT	Heat Distribution: INDIVIDUAL UNIT REVERSE CYCLE
Year Modified:	Educational TV: CLOSED CIRCUIT	Heat Capacity: ADEQUATE
Average Age NSF: 1976	Intercom: TWO WAY COMPLETE	Walls: RELOCATABLE
Relocatable Units: 2	Telephone: PARTIAL SYSTEM	Struct Comp: RELOCATABLE
Stories: 1		Corridor: NONE

ROOM	NET SQ FT	DESIGN CODE	DESCRIPTION	STU STA	FLR LOC	FLOOR COVER	YEAR CONST	CONDITION	BLDG	PAR	FAC
R9A	864	840	VOCATIONAL RELATED CLASSROOM	25	01	CARPET	1976	SATISFACTORY	98	139	137
R9B	764	840	VOCATIONAL RELATED CLASSROOM	22	01	CARPET	1976	SATISFACTORY	98	139	137

	Satisfactory		Unsatisfactory		Failed Standards		Scheduled For Replacement	
	Square Feet	Student Stations	Square Feet	Student Stations	Square Feet	Student Stations	Square Feet	Student Stations
Relocatable	1,628	47	0	0	0	0	0	0
TOTAL	1,628	47	0	0	0	0	0	0

FLORIDA INVENTORY OF SCHOOL HOUSES (FISH)

FACILITY INVENTORY REPORT

DISTRICT: 6 BROWARD COUNTY SCHOOL DISTRICT

FACILITY: 137-A ATLANTIC TECHNICAL COLLEGE

BUILDING: 99 - Building Number 00099

Owner: SCHOOL BOARD	Light: ADEQUATE	Cooling: INDIVIDUAL UNITS
Use: ADULT EDUCATION	Mech Vent: NONE	Heat Source: ELECTRIC
Year Constructed: 1958	Artificial Lighting: SHIELDED FLORESCENT	Heat Distribution: INDIVIDUAL UNIT REVERSE CYCLE
Year Modified:	Educational TV: NONE	Heat Capacity: ADEQUATE
Average Age NSF: 1974	Intercom: TWO WAY COMPLETE	Walls: RELOCATABLE
Relocatable Units: 15	Telephone: PARTIAL SYSTEM	Struct Comp: RELOCATABLE
Stories: 1		Corridor: NONE

ROOM	NET SQ FT	DESIGN CODE	DESCRIPTION	STU STA	FLR LOC	FLOOR COVER	YEAR CONST	CONDITION	BLDG	PAR	FAC
010C	792	840	VOCATIONAL RELATED CLASSROOM	23	01	CARPET	1990	SATISFACTORY	99	139	137
011H	792	840	VOCATIONAL RELATED CLASSROOM	23	01	CARPET	1968	SATISFACTORY	99	139	137
120	640	840	VOCATIONAL RELATED CLASSROOM	19	01	COMPOSITION TILE	1958	SATISFACTORY	99	139	137
127N	792	840	VOCATIONAL RELATED CLASSROOM	23	01	CARPET	1975	SATISFACTORY	99	139	137
163C	792	840	VOCATIONAL RELATED CLASSROOM	23	01	COMPOSITION TILE	1994	SATISFACTORY	99	139	137
172	640	840	VOCATIONAL RELATED CLASSROOM	19	01	COMPOSITION TILE	1958	SATISFACTORY	99	139	137
263C	1012	840	VOCATIONAL RELATED CLASSROOM	30	01	CARPET	1987	SATISFACTORY	99	139	137
325	640	840	VOCATIONAL RELATED CLASSROOM	19	01	COMPOSITION TILE	1958	SATISFACTORY	99	139	137
372	640	840	VOCATIONAL RELATED CLASSROOM	19	01	COMPOSITION TILE	1958	SATISFACTORY	99	139	137
54N	792	840	VOCATIONAL RELATED CLASSROOM	23	01	CARPET	1968	SATISFACTORY	99	139	137
62C	792	840	VOCATIONAL RELATED CLASSROOM	23	01	COMPOSITION TILE	1986	SATISFACTORY	99	139	137
63C	792	840	VOCATIONAL RELATED CLASSROOM	23	01	COMPOSITION TILE	1986	SATISFACTORY	99	139	137

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FLORIDA INVENTORY OF SCHOOL HOUSES (FISH)

FACILITY INVENTORY REPORT

69	640	840	VOCATIONAL RELATED CLASSROOM	19	01	COMPOSITION TILE	1958	SATISFACTORY	99	139	137
6N	792	840	VOCATIONAL RELATED CLASSROOM	23	01	COMPOSITION TILE	1967	SATISFACTORY	99	139	137
888T	792	814	STUDENT RESTROOM (BOTH SEXES)	0	01	CERAMIC TILE	1989	SATISFACTORY	99	139	137

	Satisfactory		Unsatisfactory		Failed Standards		Scheduled For Replacement	
	Square Feet	Student Stations	Square Feet	Student Stations	Square Feet	Student Stations	Square Feet	Student Stations
Relocatable	11,340	309	0	0	0	0	0	0
TOTAL	11,340	309	0	0	0	0	0	0

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FLORIDA INVENTORY OF SCHOOL HOUSES (FISH)

FACILITY INVENTORY REPORT

STUDENT STATIONS BY DESIGN CODE FOR:

FACILITY: ATLANTIC TECHNICAL COLLEGE

		Satis Stu Sta			Unsat Stu Sta			Sat	Unsat	Satis Rooms			Unsatis Rooms			Fail Std Stu Sta	Repl Stu Sta	Fail Std Rooms	Repl Rooms
Design Code	Design Code Description	Perm	Mod	Relo	Perm	Mod	Relo	Tot	Tot	Perm	Mod	Relo	Perm	Mod	Relo	Relo	Relo	Relo	Relo
00023	SENIOR HIGH SCIENCE LAB (9-12)	100	0	0	0	0	0	100	0	4	0	0	0	0	0	0	0	0	0
00203	MEDIUM AGRICULTURE LAB	20	0	0	0	0	0	20	0	1	0	0	0	0	0	0	0	0	0
00211	PRACTICAL BUSINESS LAB	40	0	0	0	0	0	40	0	2	0	0	0	0	0	0	0	0	0
00212	BUSINESS EDUCATION LAB	101	0	0	0	0	0	101	0	3	0	0	0	0	0	0	0	0	0
00222	SMALL DISTRIBUTIVE/DIVERSIFIED LAB	40	0	0	0	0	0	40	0	2	0	0	0	0	0	0	0	0	0
00223	MEDIUM DISTRIBUTIVE/DIVERSIFIED LAB	20	0	0	0	0	0	20	0	1	0	0	0	0	0	0	0	0	0
00232	SMALL HOME ECONOMICS LAB	40	0	0	0	0	0	40	0	2	0	0	0	0	0	0	0	0	0
00234	LARGE HOME ECONOMICS LAB	40	0	0	0	0	0	40	0	2	0	0	0	0	0	0	0	0	0
00242	MEDIUM TECHNOLOGY LAB	20	0	0	0	0	0	20	0	1	0	0	0	0	0	0	0	0	0
00244	SMALL INDUSTRIAL LAB	78	0	0	0	0	0	78	0	4	0	0	0	0	0	0	0	0	0
00245	MEDIUM INDUSTRIAL LAB	200	0	0	0	0	0	200	0	10	0	0	0	0	0	0	0	0	0
00246	LARGE INDUSTRIAL LAB	80	0	0	0	0	0	80	0	4	0	0	0	0	0	0	0	0	0
00251	PRACTICAL HEALTH LAB	24	0	0	0	0	0	24	0	1	0	0	0	0	0	0	0	0	0
00252	SMALL HEALTH LAB	120	0	0	0	0	0	120	0	6	0	0	0	0	0	0	0	0	0
00270	WORK EVALUATION LAB	0	0	0	0	0	0	0	0	2	0	0	0	0	0	0	0	0	0
00272	VOCATIONAL LAB SUPPORT SPACE	0	0	0	0	0	0	0	0	37	0	0	0	0	0	0	0	0	0
00300	PRINCIPAL/DIRECTOR OFFICE	0	0	0	0	0	0	0	0	1	0	0	0	0	0	0	0	0	0
00301	ASSISTANT PRINCIPAL/OTHER OFFICE	0	0	0	0	0	0	0	0	31	0	0	0	0	0	0	0	0	0
00302	BOOKKEEPING OFFICE	0	0	0	0	0	0	0	0	2	0	0	0	0	0	0	0	0	0
00303	SECRETARIAL SPACE	0	0	0	0	0	0	0	0	3	0	0	0	0	0	0	0	0	0
00304	RECEPTION AREA	0	0	0	0	0	0	0	0	3	0	0	0	0	0	0	0	0	0
00306	CONFERENCE ROOM	0	0	0	0	0	0	0	0	4	0	0	0	0	0	0	0	0	0
00308	GENERAL SCHOOL STORAGE	0	0	0	0	0	0	0	0	6	0	0	0	0	0	0	0	0	0
00309	VAULT/STUDENT RECORDS	0	0	0	0	0	0	0	0	2	0	0	0	0	0	0	0	0	0

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FLORIDA INVENTORY OF SCHOOL HOUSES (FISH)

FACILITY INVENTORY REPORT

		Satis Stu Sta			Unsat Stu Sta			Sat	Unsat	Satis Rooms			Unsatis Rooms			Fail Std Stu Sta	Repl Stu Sta	Fail Std Rooms	Repl Rooms
Design Code	Design Code Description	Perm	Mod	Relo	Perm	Mod	Relo	Tot	Tot	Perm	Mod	Relo	Perm	Mod	Relo	Relo	Relo	Relo	Relo
00310	SCHOOL STORE	0	0	0	0	0	0	0	0	2	0	0	0	0	0	0	0	0	0
00312	COMPUTER AREA	0	0	0	0	0	0	0	0	2	0	0	0	0	0	0	0	0	0
00313	CAREERS ROOM	0	0	0	0	0	0	0	0	1	0	0	0	0	0	0	0	0	0
00315	TEACHER PLANNING OFFICE	0	0	0	0	0	0	0	0	24	0	0	0	0	0	0	0	0	0
00316	TEACHER LOUNGE/DINING	0	0	0	0	0	0	0	0	4	0	0	0	0	0	0	0	0	0
00330	CUSTODIAL RECEIVING	0	0	0	0	0	0	0	0	3	0	0	0	0	0	0	0	0	0
00331	CUSTODIAL SERVICE CLOSET	0	0	0	0	0	0	0	0	14	0	0	0	0	0	0	0	0	0
00333	FLAMMABLE STORAGE	0	0	0	0	0	0	0	0	4	0	0	0	0	0	0	0	0	0
00334	CUSTODIAL EQUIPMENT STORAGE	0	0	0	0	0	0	0	0	5	0	0	0	0	0	0	0	0	0
00340	DINING AREA	0	0	0	0	0	0	0	0	2	0	2	0	0	0	0	0	0	0
00342	KITCHEN DRY STORAGE	0	0	0	0	0	0	0	0	2	0	0	0	0	0	0	0	0	0
00344	KITCHEN GARBAGE WASH	0	0	0	0	0	0	0	0	1	0	0	0	0	0	0	0	0	0
00345	KITCHEN NONFOOD STORAGE	0	0	0	0	0	0	0	0	1	0	0	0	0	0	0	0	0	0
00347	KITCHEN DISH WASHING	0	0	0	0	0	0	0	0	1	0	0	0	0	0	0	0	0	0
00350	OTHER FOOD SERVICE	0	0	0	0	0	0	0	0	5	0	0	0	0	0	0	0	0	0
00380	LIBRARY (READING ROOM/STACKS)	0	0	0	0	0	0	0	0	1	0	0	0	0	0	0	0	0	0
00381	MEDIA TECHNICAL PROCESSING	0	0	0	0	0	0	0	0	1	0	0	0	0	0	0	0	0	0
00383	AUDIO VISUAL STORAGE	0	0	0	0	0	0	0	0	1	0	0	0	0	0	0	0	0	0
00700	INSIDE CIRCULATION	0	0	0	0	0	0	0	0	13	0	0	0	0	0	0	0	0	0
00701	COVERED WALKWAY	0	0	0	0	0	0	0	0	49	0	0	0	0	0	0	0	0	0
00702	MECHANICAL ROOM	0	0	0	0	0	0	0	0	30	0	0	0	0	0	0	0	0	0
00703	ELECTRICAL ROOM	0	0	0	0	0	0	0	0	15	0	0	0	0	0	0	0	0	0
00705	GALLERY/ART DISPLAY	0	0	0	0	0	0	0	0	1	0	0	0	0	0	0	0	0	0
00707	TELEPHONE EQUIPMENT/COMMUNICATION CLOSET	0	0	0	0	0	0	0	0	2	0	0	0	0	0	0	0	0	0
00803	INSTRUCTIONAL DARKROOM	0	0	0	0	0	0	0	0	2	0	0	0	0	0	0	0	0	0
00806	REFERENCE	0	0	0	0	0	0	0	0	1	0	0	0	0	0	0	0	0	0

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FLORIDA INVENTORY OF SCHOOL HOUSES (FISH)

FACILITY INVENTORY REPORT

		Satis Stu Sta			Unsat Stu Sta			Sat	Unsat	Satis Rooms			Unsatis Rooms			Fail Std Stu Sta	Repl Stu Sta	Fail Std Rooms	Repl Rooms
Design Code	Design Code Description	Perm	Mod	Relo	Perm	Mod	Relo	Tot	Tot	Perm	Mod	Relo	Perm	Mod	Relo	Relo	Relo	Relo	Relo
00808	MATERIAL STORAGE	0	0	0	0	0	0	0	0	44	0	0	0	0	0	0	0	0	0
00810	MATERIAL STORAGE (LARGE)	0	0	0	0	0	0	0	0	11	0	0	0	0	0	0	0	0	0
00812	PROJECT STORAGE	0	0	0	0	0	0	0	0	2	0	0	0	0	0	0	0	0	0
00814	STUDENT RESTROOM (BOTH SEXES)	0	0	0	0	0	0	0	0	0	0	2	0	0	0	0	0	0	0
00815	STUDENT RESTROOM (MALE)	0	0	0	0	0	0	0	0	12	0	0	0	0	0	0	0	0	0
00816	STUDENT RESTROOM (FEMALE)	0	0	0	0	0	0	0	0	13	0	0	0	0	0	0	0	0	0
00818	LOCKERS/RESTROOM/SHOWER (ESE/VOC ED)	0	0	0	0	0	0	0	0	4	0	0	0	0	0	0	0	0	0
00819	STAFF RESTROOM (MALE)	0	0	0	0	0	0	0	0	8	0	0	0	0	0	0	0	0	0
00820	STAFF RESTROOM (FEMALE)	0	0	0	0	0	0	0	0	7	0	0	0	0	0	0	0	0	0
00821	STAFF RESTROOM (BOTH SEXES)	0	0	0	0	0	0	0	0	2	0	0	0	0	0	0	0	0	0
00822	PUBLIC USE RESTROOM (MALE)	0	0	0	0	0	0	0	0	1	0	0	0	0	0	0	0	0	0
00823	PUBLIC USE RESTROOM (FEMALE)	0	0	0	0	0	0	0	0	1	0	0	0	0	0	0	0	0	0
00827	ELEVATOR (PASSENGER/HANDICAPPED)	0	0	0	0	0	0	0	0	2	0	0	0	0	0	0	0	0	0
00840	VOCATIONAL RELATED CLASSROOM	545	0	639	0	0	0	1184	0	41	0	29	0	0	0	0	0	0	0
00849	VOCATIONAL PROJECT STORAGE	0	0	0	0	0	0	0	0	3	0	0	0	0	0	0	0	0	0
00850	VOCATIONAL TOOL STORAGE (SMALL)	0	0	0	0	0	0	0	0	11	0	0	0	0	0	0	0	0	0
00851	VOCATIONAL TOOL STORAGE (LARGE)	0	0	0	0	0	0	0	0	1	0	0	0	0	0	0	0	0	0
Totals:		1468	0	639	0	0	0	2107	0	484	0	33	0	0	0	0	0	0	0

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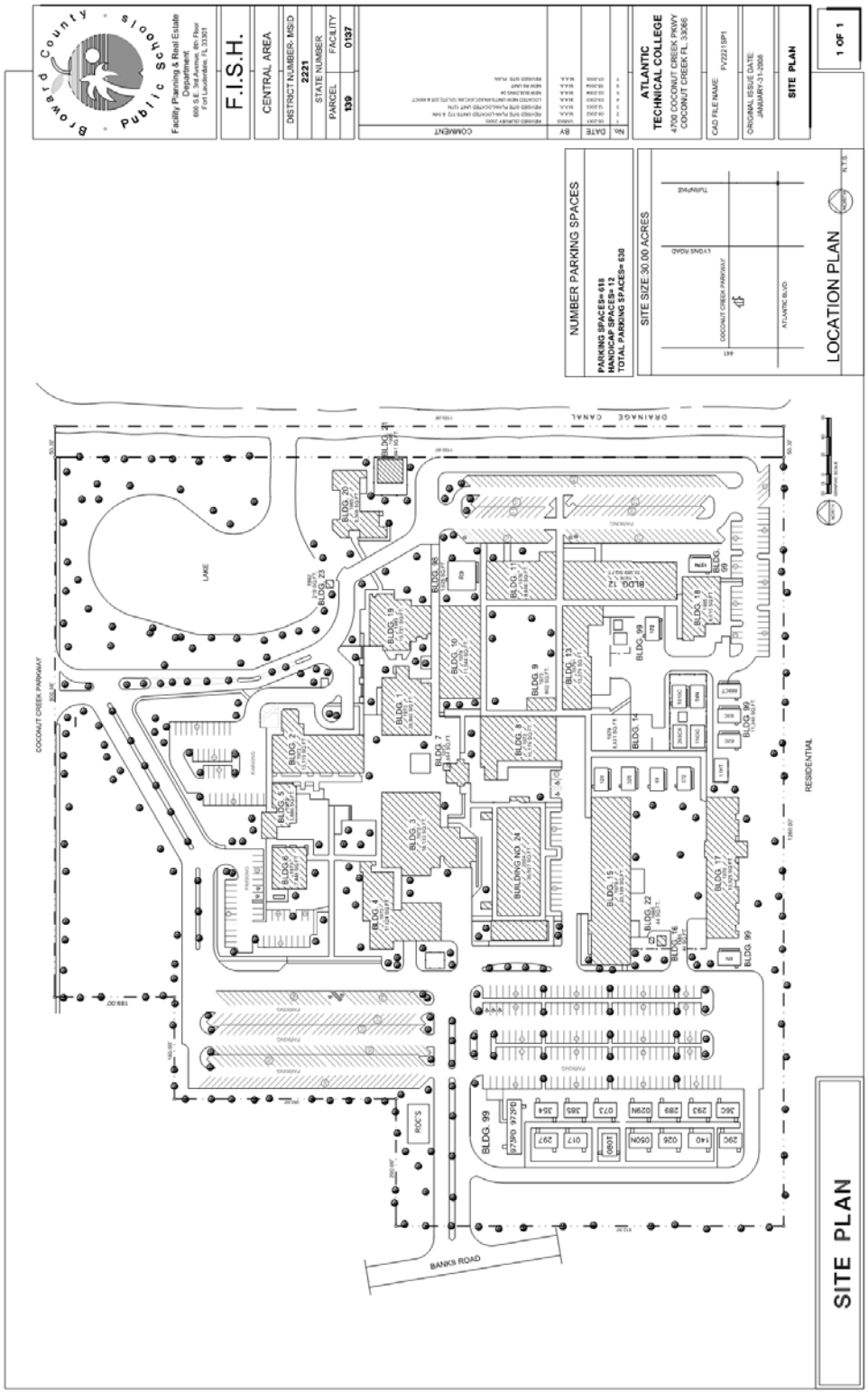
FLORIDA INVENTORY OF SCHOOL HOUSES (FISH)

FACILITY INVENTORY REPORT

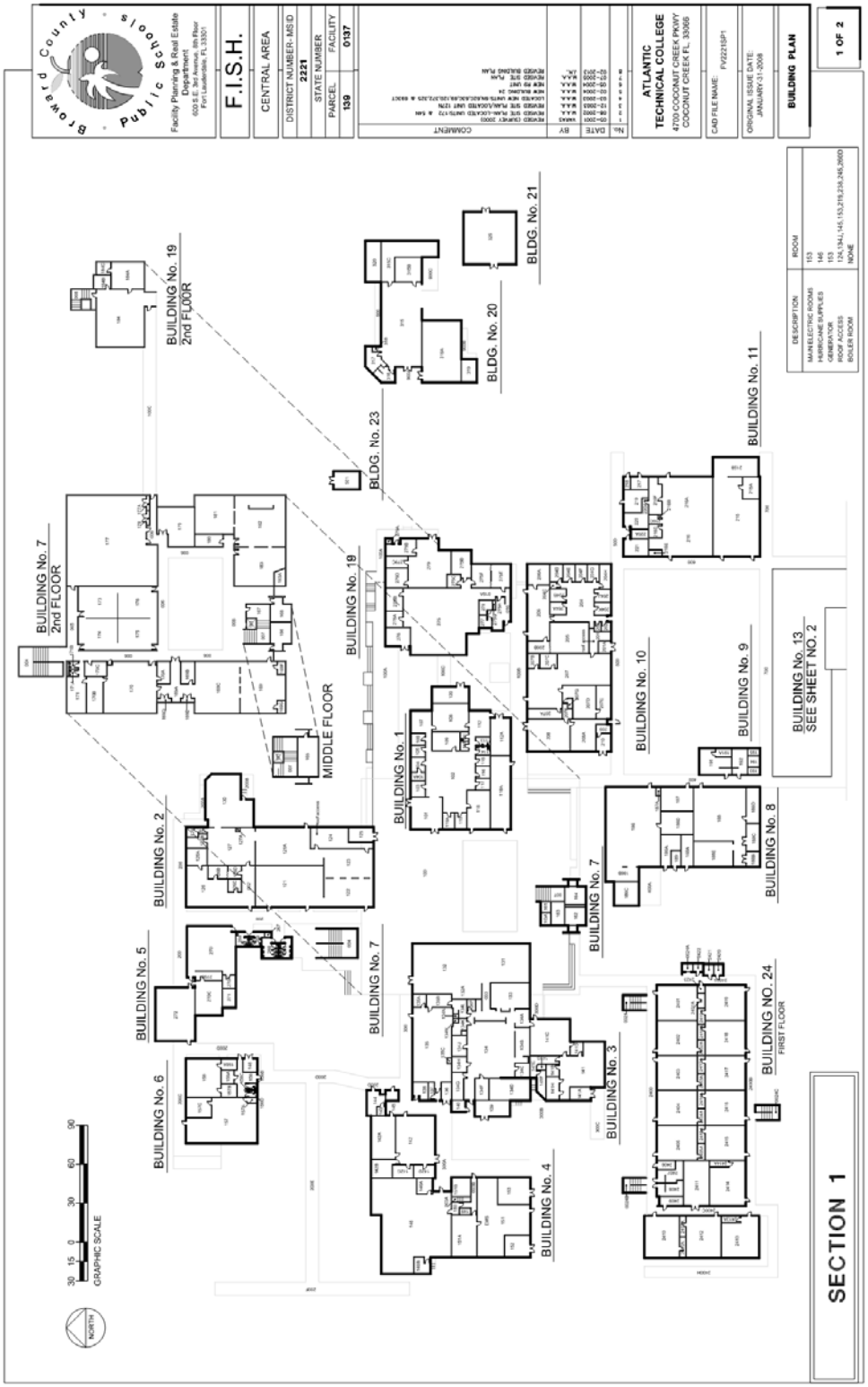


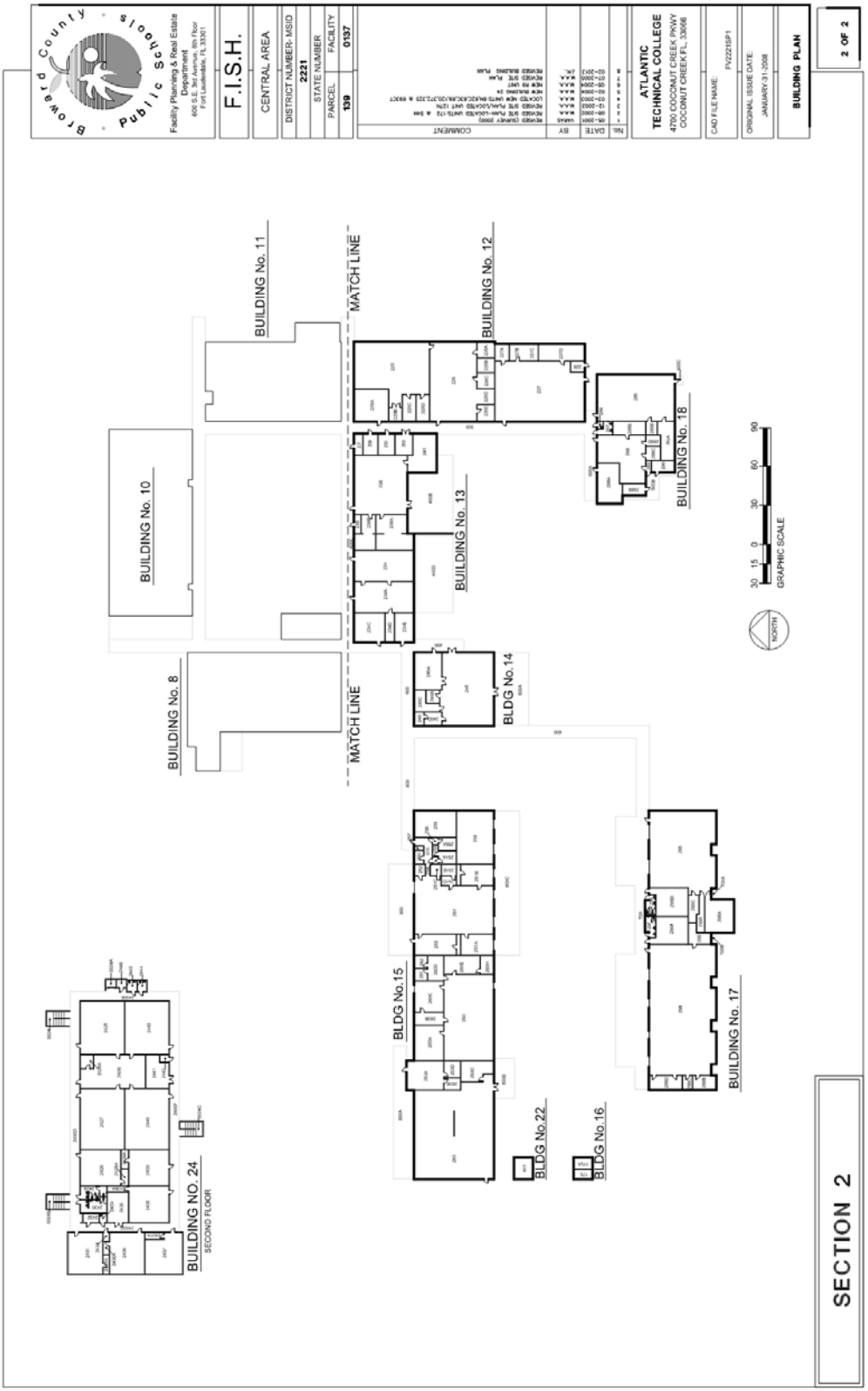
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2.3.3 FISH Site Plan



2.3.4 FISH Building Plan




Broward County Public Schools
Facility Planning & Real Estate Department
600 S.E. 3rd Avenue, 6th Floor
Fort Lauderdale, FL 33301
F.I.S.H.
CENTRAL AREA
DISTRICT NUMBER- MSID
2221
STATE NUMBER
PARCEL
FACILITY
139
0137
COMMENT
DATE
NO.
ATLANTIC TECHNICAL COLLEGE
4700 COCONUT CREEK PKWY
COCONUT CREEK FL, 33066
CAD FILE NAME:
FV2221SP1
ORIGINAL ISSUE DATE:
JANUARY-31-2008
BUILDING PLAN
2 OF 2
BUILDING No. 11
MATCH LINE
BUILDING No. 12
BUILDING No. 10
BUILDING No. 13
BUILDING No. 18
BUILDING No. 8
MATCH LINE
BLDG No.14
BLDG No.15
BLDG No.22
BLDG No.16
BUILDING No. 17
BUILDING NO. 24
SECOND FLOOR
GRAPHIC SCALE
NORTH
SECTION 2

2.4.0 Facility Assessments and Budgetary Documentation

This section includes facility condition assessments and budgetary documentation that has been completed over recent years regarding the General Obligation Bond funding and approved budgetary construction scope of work.

2.4.1 Adopted District Educational Facilities Plan

The ADEFP is the most recent approved budget for each campus of Broward County Schools. Construction scope is itemized including changes to the initial deficiency listings for each campus. It is the responsibility of the Design/Build Contractor to reconcile any differences between the ADEFP and additional budgetary or facility condition assessments.

2.4.2 SMART Campus Summary

The SMART Campus Summary is the most recent facility condition assessment completed for each campus. The summary provides existing building applicable dates and square footage, in addition to deficiency listings broken down into Safety & Security, Music & Arts, Athletics, Renovations, and Technology (SMART) categories to organize the approved funding in terms of programs that are affected.

The Campus Summary does not represent the final approved funding, and is for information purposes only.

2.4.3 MAPPS Deficiency Listing

The MAPPS Deficiency Listing is a detailed facility condition assessment conducted by Jacobs over recent years. The deficiency listing is presented as an itemized list of deficiencies on a site and building specific level organized by discipline. Note that all deficiency items are not in the scope of work. Items initialed “GOB” are included in the initial General Obligation Bond, prior to final approval of ADEFP.

The MAPPS Deficiency Listing does not represent the final approved funding, and is for information purposes only.

2.4.4 MAPPS Detailed List

The MAPPS Detailed List is raw database information in tabular format. The purpose of the Detailed List is to provide additional notes and quantity to cost estimate information. It is important to note that the Detailed List does not include all items from the approved budget. Additional items may occur and should be confirmed with the ADEFP.

2.4.5 MAPPS Deficiency Detail

The MAPPS Deficiency Detail report is raw database information with a breakdown of the cost estimate including construction adjustments and soft cost adjustments. As is with the Detail List, budget confirmation with the ADEFP is required.

2.4.1 Adopted District Educational Facilities Plan (DEFP)

Atlantic Technical College

Adopted District Educational Facilities Plan

Project	*Carryover (2014-15)*	Year 1 (2015-16)	Year 2 (2016-17)	Year 3 (2017-18)	Year 4 (2018-19)	Total	Scope
Canopy Replacement	405,000					405,000	Demolish existing canopy and install new Main Entrance Canopy at Building #1. Scope of work includes new lighting and lighting protection, concrete slab and structural concrete columns, storm drainage, revised stairs, planters and handrails.
~~HVAC~~	~~6,051,469~~					~~6,051,469~~	~~IAQ Repairs - HVAC~~
Re-Roof	221,400					221,400	Demolish existing roofing and tectum decking down to bar joists on Building #8. Install new metal decking and SBS Modified roof system and related accessories.
ADEFP Sub-Total	626,400	0	0	0	0	626,400	

SMART Program

Project	*Carryover (2014-15)*	Year 1 (2015-16)	Year 2 (2016-17)	Year 3 (2017-18)	Year 4 (2018-19)	Total	Scope
Safety & Security		1,482,000				1,482,000	Fire Sprinklers
Renovation	161,000					161,000	Wireless Network Upgrade
Renovation		100,000				100,000	School Choice Enhancement
Renovation		118,000				118,000	Media Center improvements
Renovation		4,642,000				4,642,000	IAQ Repairs - HVAC
Renovation	18,000					18,000	CAT 6 Data port Upgrade
Renovation		2,710,000				2,710,000	Building Envelope Improvements (Roof, Window, Ext Wall, etc.)
Technology	483,000					483,000	Technology Infrastructure (Servers, Racks, etc.) Upgrade
SMART Sub-Total	662,000	9,052,000	0	0	0	9,714,000	

	Carryover (2014-15)	Year 1 (2015-16)	Year 2 (2016-17)	Year 3 (2017-18)	Year 4 (2018-19)	Total
School Total	1,288,400	9,052,000	0	0	0	10,340,400

2.4.2 SMART Campus Summary

SMART INVESTMENTS LEAD TO SMART STUDENTS.

2014 Facility Condition Assessment
Campus Summary

2221 Atlantic Technical College
4700 Cocunut Creek Parkway
Cocunut Creek FL 33063



Year Open		1972
Other Years		1973, 1976, 1979, 1985, 1992, 2004
Perm. Bldgs/SF	24	201,241
Port. Bldgs/SF	0	0
Current FCI Need		15,618,609
Replacement Value	÷	42,970,653
Facility Condition Index	**=**	**36.3 %**

Facility Condition Index



GOB Bond / Construction Projects

Safety & Security	Budget	Fund Yr.	Status
Atlantic Technical College Fire Sprinklers	$1,482,000	2016	2014 GOB
	$1,482,000		

Music & Arts	Budget	Fund Yr.	Status
None Identified			

Athletics	Budget	Fund Yr.	Status
None Identified			

Renovations	Budget	Fund Yr.	Status
Atlantic Technical CollegeRoofing	$1,811,000	2016	2014 GOB
Atlantic Technical College (Portable)Roofing	$207,000	2016	2014 GOB
Atlantic Technical College HVAC	$2,672,000	2016	2014 GOB
Atlantic Technical Center School Choice Enhancement	$100,000	2016	2014 GOB
Atlantic Technical College Other Envelope Improvements	$692,000	2016	2014 GOB
Atlantic Technical College Other HVAC Improvements	$2,021,000	2016	2014 GOB
Atlantic Technical College (Portable) Other HVAC Improvements	$73,000	2016	2014 GOB
Atlantic Technical College Media Center Renovations	$118,000	2016	2014 GOB
Re Roof Building 8	$96,000	2014	Construction
Rplc Front Canopy		2014	Construction
	$7,790,000		

Technology	Budget	Fund Yr.	Status
Atlantic Technical College (Portable) Technology Infrastructure (Servers, R	$483,000	2015	2014 GOB
Atlantic Technical College (Portable) CAT 6 Dataport	$18,000	2015	2014 GOB
Atlantic Technical College (Portable) Wireless Network	$161,000	2015	2014 GOB
	$662,000		

Total In-Progress and Planned	**$9,934,000**
Total Unplanned Need	$7,405,983

Broward County Public Schools

Rev 1 Sept 2014

SMART INVESTMENTS LEAD TO SMART STUDENTS.

2014 Facility Condition Assessment
Campus Summary

Unplanned Need

Safety & Security	Budget
None Identified	
	$0

Music & Arts	Budget
None Identified	
	$0

Athletics	Budget
None Identified	
	$0

Renovations	Budget
Renovaitons to buildings 12 and 19	$566,425
Various maintenance projects throughout campus	
Atlantic Technical College Cafeteria Renovations	$207,161
Misc Maintenance Improvements at Atlantic Technical College	$2,461,902
Misc Site Improvements at Atlantic Technical College	$630,954
Misc Interior Improvements at Atlantic Technical College	$1,168,664
Misc Plumbing Improvements at Atlantic Technical College	$804,746
Misc Specialties Improvements at Atlantic Technical College	$1,314,141
	$7,153,992

Technology	Budget
Fiber Optic Network (10GB) Upgrade at Atlantic Technical College (Portable)	$251,992
	$251,992

Total Unplanned Need **$7,405,983**

2.4.3 MAPPS Deficiency Listing

Broward County Public Schools — **School Deficiency Listing**

9/2/2014 8:36 AM

2221	Atlantic Technical College

Site Level Deficiencies

Site

Deficiency	Category	Qty	UoM	Priority	Repair Cost	ID	
School lacks appropriate drop-off areas.	Educational Adequacy	5	Ea.	3	$622,552	255490	
Site Drainage is Inadequate and Installation of Drainage Piping	Deferred Maintenance	300	LF	3	$8,402	66873	
	Sub Total for System	**2**	**items**		**$630,954**		

Roofing

Deficiency	Category	Qty	UoM	Priority	Repair Cost	ID	
Aluminum Covered Walkways Require Replacement	Capital Renewal	22,034	SF	2	$135,625	314384	GOB
Aluminum Covered Walkways Require Replacement	Capital Renewal	4,255	SF	2	$26,191	314385	GOB
Aluminum Covered Walkways Require Replacement	Capital Renewal	1,028	SF	2	$6,328	314585	GOB
Aluminum Covered Walkways Require Replacement	Capital Renewal	5,702	SF	2	$35,097	314586	GOB
Aluminum Covered Walkways Require Replacement	Capital Renewal	2,628	SF	2	$16,176	314587	GOB
Aluminum Covered Walkways Require Replacement	Capital Renewal	2,390	SF	2	$14,711	314588	GOB
Aluminum Covered Walkways Require Replacement	Capital Renewal	3,810	SF	2	$23,452	314589	GOB
Aluminum Covered Walkways Require Replacement	Capital Renewal	2,661	SF	2	$16,379	314590	GOB
Aluminum Covered Walkways Require Replacement	Capital Renewal	3,520	SF	2	$21,667	314591	GOB
	Sub Total for System	**9**	**items**		**$295,625**		

Mechanical

Deficiency	Category	Qty	UoM	Priority	Repair Cost	ID	
The Chiller HVAC Component Is Damaged And Requires Replacement	Capital Renewal	3	Ea.	2	$720,493	68752	GOB
The Chiller HVAC Component Is Damaged And Requires Replacement	Capital Renewal	1	Ea.	2	$230,441	312367	
The Chiller HVAC Component Is Damaged And Requires Replacement	Capital Renewal	1	Ea.	2	$230,441	312367	GOB
	Sub Total for System	**3**	**items**		**$1,181,376**		

Technology

Deficiency	Category	Qty	UoM	Priority	Repair Cost	ID	
School requires technology infrastructure (servers, racks, etc).	Functional Deficiency	1	LS	1	$483,120	313391	GOB
School requires voice over internet protocol phone system	Functional Deficiency	1	LS	1	$189,687	313875	
School requires Wireless Access Point hardware	Functional Deficiency	1	LS	1	$70,064	313601	GOB
CAT-6 wiring to WAP needs to be provided	Functional Deficiency	116	Ea.	3	$90,815	225160	GOB
The Phone System Is Inadequate And A System Should Be Installed For The Entire School	Educational Adequacy	201,241	SF	4	$886,462	225741	
	Sub Total for System	**5**	**items**		**$1,720,149**		

Other

Deficiency	Category	Qty	UoM	Priority	Repair Cost	ID	
School Selected Educational Adequacy Enhancement	Educational Adequacy	1	LS	2	$100,000	314110	GOB
	Sub Total for System	**1**	**items**		**$100,000**		
	Sub Total for School and Site Level	**20**	**items**		**$3,928,103**		

Building: 01 - Administration

Roofing

Deficiency	Category	Qty	UoM	Priority	Repair Cost	ID	
Reroofing Required (Broward CPS)	Capital Renewal	7,253	SF	2	$76,077	223304	GOB
	Sub Total for System	**1**	**items**		**$76,077**		

Exterior

Deficiency	Category	Qty	UoM	Priority	Repair Cost	ID	
Exterior Door Hardware Requires Replacement	Deferred Maintenance	14	Ea.	3	$40,354	66879	GOB
The Exterior Requires Painting	Capital Renewal	5,400	SF Wall	3	$18,434	66883	GOB

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Atlantic Technical College 2221
Page 1 of 28

Broward County Public Schools — **School Deficiency Listing**

9/2/2014 8:36 AM

2221	Atlantic Technical College

Building: 01 - Administration

Exterior

Deficiency	Category	Qty	UoM	Priority	Repair Cost	ID	
The Exterior Requires Cleaning	Deferred Maintenance	5,400	SF Wall	5	$10,921	66884	
	Sub Total for System	**3**	**items**		**$69,710**		

Interior

Deficiency	Category	Qty	UoM	Priority	Repair Cost	ID	
Classroom doors lack appropriate signs.	Educational Adequacy	1	Ea.	3	$171	Rollup	
The Acoustical Ceilings Tiles Require Replacement	Capital Renewal	7,000	SF	3	$39,474	66880	
The Interior Door Hardware Requires Replacement	Capital Renewal	17	Door	4	$37,943	66881	
	Sub Total for System	**3**	**items**		**$77,588**		

Mechanical

Deficiency	Category	Qty	UoM	Priority	Repair Cost	ID	
Controls Require Repair	Deferred Maintenance	7,253	SF	2	$11,659	68621	GOB
Ductwork Requires Replacement	Capital Renewal	800	LF	3	$7,993	68622	GOB
Exhaust Fan Ventilation Requires Replacement	Capital Renewal	2	Ea.	3	$4,215	68617	GOB
Duct Grill is Damaged Requires Replacement	Deferred Maintenance	2	Ea.	5	$209	68624	
Duct Register Requires Replacement	Deferred Maintenance	30	Ea.	5	$9,008	68623	
	Sub Total for System	**5**	**items**		**$33,084**		

Plumbing

Deficiency	Category	Qty	UoM	Priority	Repair Cost	ID	
The Toilets Plumbing Fixtures Require Replacement	Capital Renewal	2	Ea.	2	$4,560	68627	
The Rest Room Lavatories Plumbing Fixtures Require Replacement	Capital Renewal	3	Ea.	3	$7,470	68626	
The Custodial Mop Or Service Sink Requires Replacement	Deferred Maintenance	1	Ea.	4	$1,704	68625	
	Sub Total for System	**3**	**items**		**$13,734**		

Fire and Security

Deficiency	Category	Qty	UoM	Priority	Repair Cost	ID	
Install Fire Sprinklers	Code Compliance	7,253	SF	1	$63,261	68628	GOB
	Sub Total for System	**1**	**items**		**$63,261**		
	Sub Total for Building 01 - Administration	**16**	**items**		**$333,454**		

Building: 02 - Building 2

Site

Deficiency	Category	Qty	UoM	Priority	Repair Cost	ID	
The Mounted Building Lighting Is Damaged And Should Be Replaced	Capital Renewal	1	Ea.	2	$998	68434	
	Sub Total for System	**1**	**items**		**$998**		

Roofing

Deficiency	Category	Qty	UoM	Priority	Repair Cost	ID	
Reroofing with new Decking Required (Broward CPS)	Capital Renewal	13,619	SF	2	$165,707	223305	GOB
	Sub Total for System	**1**	**items**		**$165,707**		

Exterior

Deficiency	Category	Qty	UoM	Priority	Repair Cost	ID	
Exterior Door Hardware Requires Replacement	Deferred Maintenance	10	Ea.	3	$28,825	66927	GOB
The Exterior Requires Painting	Capital Renewal	6,600	SF Wall	3	$22,531	66926	GOB
The Exterior Requires Cleaning	Deferred Maintenance	6,600	SF Wall	5	$13,348	66925	
	Sub Total for System	**3**	**items**		**$64,703**		

Broward County Public Schools

School Deficiency Listing

9/2/2014 8:36 AM

2221	Atlantic Technical College

Building: 02 - Building 2

Interior

Deficiency	Category	Qty	UoM	Priority	Repair Cost	ID	
Classroom doors lack appropriate signs.	Educational Adequacy	10	Ea.	3	$1,711	Rollup	
Room has insufficient writing area.	Educational Adequacy	2	Ea.	3	$2,077	Rollup	
The Acoustical Ceilings Tiles Require Replacement	Capital Renewal	10,000	SF	3	$56,391	66928	
Room lacks appropriate amount of teacher storage.	Educational Adequacy	55	Ea.	4	$33,265	Rollup	
The Interior Door Hardware Requires Replacement	Capital Renewal	10	Door	4	$22,319	66929	
	Sub Total for System	**5**	**items**		**$115,763**		

Mechanical

Deficiency	Category	Qty	UoM	Priority	Repair Cost	ID	
Controls Require Repair	Deferred Maintenance	10,497	SF	2	$16,874	68653	GOB
The Exterior Air Handler Is Damaged And Requires Replacement	Capital Renewal	1	Ea.	2	$132,614	68646	GOB
Duct Heater Requires Replacement	Capital Renewal	1	Ea.	3	$5,223	68701	GOB
Ductwork Requires Replacement	Capital Renewal	600	LF	3	$5,995	68669	GOB
The Air Handler HVAC Component Requires Replacement	Capital Renewal	1	Ea.	3	$56,145	68674	GOB
The Mechanical / HVAC Piping / System Is Beyond Its Useful Life	Deferred Maintenance	10,497	SF	3	$77,878	68683	GOB
Duct Grill is Damaged Requires Replacement	Deferred Maintenance	4	Ea.	5	$418	68672	
Duct Register Requires Replacement	Deferred Maintenance	20	Ea.	5	$6,005	68670	
	Sub Total for System	**8**	**items**		**$301,152**		

Electrical

Deficiency	Category	Qty	UoM	Priority	Repair Cost	ID
Room has insufficient electrical outlets.	Educational Adequacy	12	Ea.	3	$4,389	Rollup
Room lacks controls to partially dim lights.	Educational Adequacy	4	Ea.	5	$3,117	Rollup
	Sub Total for System	**2**	**items**		**$7,507**	

Plumbing

Deficiency	Category	Qty	UoM	Priority	Repair Cost	ID
Prep room lacks a sink.	Educational Adequacy	4	Ea.	3	$17,799	Rollup
The Custodial Mop Or Service Sink Requires Replacement	Deferred Maintenance	1	Ea.	4	$1,704	68676
	Sub Total for System	**2**	**items**		**$19,503**	

Fire and Security

Deficiency	Category	Qty	UoM	Priority	Repair Cost	ID	
Install Fire Sprinklers	Code Compliance	10,497	SF	1	$91,555	68678	GOB
	Sub Total for System	**1**	**items**		**$91,555**		

Technology

Deficiency	Category	Qty	UoM	Priority	Repair Cost	ID
Room lacks Interactive White Board	Educational Adequacy	4	Ea.	2	$10,887	Rollup
The Computer Closet Requires Fiber Optic Access to CER	Functional Deficiency	700	LF	2	$15,749	Rollup
	Sub Total for System	**2**	**items**		**$26,636**	

Specialties

Deficiency	Category	Qty	UoM	Priority	Repair Cost	ID
Room lacks an appropriate refrigerator.	Educational Adequacy	4	Ea.	3	$21,013	Rollup

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Building: 02 - Building 2

Specialties

Deficiency	Category	Qty	UoM	Priority	Repair Cost	ID	
Room lacks the required demonstration table.	Educational Adequacy	1	Ea.	3	$7,463	Rollup	
	Sub Total for System	**2**	**items**		**$28,477**		
	Sub Total for Building 02 - Building 2	**27**	**items**		**$822,000**		

Building: 03 - Building 3

Deficiency	Category	Qty	UoM	Priority	Repair Cost	ID	
Kitchen Air/Exhaust is Inadequate and Should be Repaired	Deferred Maintenance	2	Ea.	3	$4,591	68711	GOB
	Sub Total for System	**0**	**items**		**$4,591**		

Roofing

Deficiency	Category	Qty	UoM	Priority	Repair Cost	ID	
Reroofing with new Decking Required (Broward CPS)	Capital Renewal	13,244	SF	2	$161,145	223307	GOB
The Roof Requires Cleaning	Deferred Maintenance	700	SF	4	$8,700	223306	
	Sub Total for System	**2**	**items**		**$169,844**		

Exterior

Deficiency	Category	Qty	UoM	Priority	Repair Cost	ID	
The Exterior Requires Painting	Capital Renewal	12,600	SF Wall	3	$43,013	67001	GOB
The Exterior Requires Cleaning	Deferred Maintenance	12,600	SF Wall	5	$25,482	67000	
	Sub Total for System	**2**	**items**		**$68,496**		

Interior

Deficiency	Category	Qty	UoM	Priority	Repair Cost	ID	
Classroom Door Requires Vision Panel	Educational Adequacy	2	Ea.	3	$747	Rollup	
Classroom doors lack appropriate signs.	Educational Adequacy	8	Ea.	3	$1,369	Rollup	
The Carpet Flooring Requires Replacement	Capital Renewal	1,324	SF	3	$13,946	67014	
The Vinyl Composition Tile Requires Replacement	Capital Renewal	5,298	SF	3	$47,525	67015	
Room has insufficient tackboard area.	Educational Adequacy	4	Ea.	4	$1,541	Rollup	
Room lacks appropriate sound control.	Educational Adequacy	1,534	SF	4	$48,112	Rollup	
Interior Gypboard Walls Require Repainting	Deferred Maintenance	19,866	SF Wall	5	$66,962	67018	
	Sub Total for System	**7**	**items**		**$180,202**		

Mechanical

Deficiency	Category	Qty	UoM	Priority	Repair Cost	ID	
Controls Require Repair	Deferred Maintenance	13,244	SF	2	$21,289	68712	GOB
The Exterior Air Handler Is Damaged And Requires Replacement	Capital Renewal	3	Ea.	2	$397,843	68702	GOB
Duct Heater Requires Replacement	Capital Renewal	3	Ea.	3	$15,668	68718	GOB
Ductwork Requires Replacement	Capital Renewal	1,600	LF	3	$15,986	68714	GOB
Exhaust Fan Ventilation Requires Replacement	Capital Renewal	4	Ea.	3	$8,431	68705	GOB
Make-Up Air Should Be Increased	Functional Deficiency	13,244	SF	3	$22,222	68709	GOB
The Air Handler HVAC Component Requires Replacement	Capital Renewal	3	Ea.	3	$168,435	68716	GOB
The Mechanical / HVAC Piping / System Is Beyond Its Useful Life	Deferred Maintenance	13,244	SF	3	$98,259	68723	GOB
The Roof Condenser Requires Replacement	Capital Renewal	4	TonAC	3	$6,669	68703	GOB
The Small Diameter Exhausts/Hoods Require Replacement	Deferred Maintenance	1	Ea.	3	$2,426	221201	GOB

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Building: 03 - Building 3

Mechanical

Deficiency	Category	Qty	UoM	Priority	Repair Cost	ID	
Duct Register Requires Replacement	Deferred Maintenance	40	Ea.	5	$12,011	68715	
	Sub Total for System	**11**	**items**		**$769,238**		

Electrical

Deficiency	Category	Qty	UoM	Priority	Repair Cost	ID	
The Panelboard Requires Replacement	Capital Renewal	1	Ea.	2	$8,070	68443	
Room has insufficient electrical outlets.	Educational Adequacy	32	Ea.	3	$11,706	Rollup	
The Incandescent Lighting Is Damaged And Should Be Replaced	Capital Renewal	47	Ea.	3	$18,625	68446	
Room does not have tamper-proof light switching.	Educational Adequacy	2	Ea.	5	$971	Rollup	
Room lacks controls to partially dim lights.	Educational Adequacy	2	Ea.	5	$1,559	Rollup	
	Sub Total for System	**5**	**items**		**$40,931**		

Plumbing

Deficiency	Category	Qty	UoM	Priority	Repair Cost	ID	
The Gas Water Heater Requires Replacement	Deferred Maintenance	1	Ea.	2	$2,815	68724	
The Plumbing / Domestic Water Piping System Is Beyond Its Useful Life	Capital Renewal	13,244	SF	2	$80,106	68734	
The Toilets Plumbing Fixtures Require Replacement	Capital Renewal	2	Ea.	2	$4,560	68730	
The Rest Room Lavatories Plumbing Fixtures Require Replacement	Capital Renewal	4	Ea.	3	$9,960	68728	
The Custodial Mop Or Service Sink Requires Replacement	Deferred Maintenance	2	Ea.	4	$3,407	68726	
Room lacks a drinking fountain.	Educational Adequacy	2	Ea.	5	$1,918	Rollup	
	Sub Total for System	**6**	**items**		**$102,766**		

Fire and Security

Deficiency	Category	Qty	UoM	Priority	Repair Cost	ID	
Install Fire Sprinklers	Code Compliance	13,244	SF	1	$115,514	68732	GOB
	Sub Total for System	**1**	**items**		**$115,514**		

Technology

Deficiency	Category	Qty	UoM	Priority	Repair Cost	ID	
Room lacks Fixed Projector	Educational Adequacy	2	Ea.	2	$7,368	Rollup	
Room lacks Interactive White Board	Educational Adequacy	3	Ea.	2	$8,165	Rollup	
The Computer Closet Requires Fiber Optic Access to CER	Functional Deficiency	700	LF	2	$15,749	Rollup	
	Sub Total for System	**3**	**items**		**$31,283**		

Other

Deficiency	Category	Qty	UoM	Priority	Repair Cost	ID	
Renovate / Remodel Cafeteria	Deferred Maintenance	1	LS	2	$207,161	316822	
	Sub Total for System	**1**	**items**		**$207,161**		
	Sub Total for Building 03 - Building 3	**38**	**items**		**$1,690,027**		

Building: 04 - Building 4

Roofing

Deficiency	Category	Qty	UoM	Priority	Repair Cost	ID	
Roof Equipment requires Cabling	Code Compliance	10	Ea.	3	$1,748	223308	
	Sub Total for System	**1**	**items**		**$1,748**		

Exterior

Deficiency	Category	Qty	UoM	Priority	Repair Cost	ID	
The Exterior Requires Painting	Capital Renewal	11,300	SF Wall	3	$38,576	67033	GOB

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Building: 04 - Building 4

Exterior

Deficiency	Category	Qty	UoM	Priority	Repair Cost	ID	
The Exterior Requires Cleaning	Deferred Maintenance	11,300	SF Wall	5	$22,853	67032	
	Sub Total for System	**2**	**items**		**$61,429**		

Interior

Deficiency	Category	Qty	UoM	Priority	Repair Cost	ID	
Classroom doors lack appropriate signs.	Educational Adequacy	2	Ea.	3	$342	Rollup	
Interior Gypboard Walls Require Repainting	Deferred Maintenance	15,080	SF Wall	5	$50,830	67048	
	Sub Total for System	**2**	**items**		**$51,172**		

Mechanical

Deficiency	Category	Qty	UoM	Priority	Repair Cost	ID	
Controls Require Repair	Deferred Maintenance	10,053	SF	2	$16,160	68749	GOB
The Exterior Air Handler Is Damaged And Requires Replacement	Capital Renewal	1	Ea.	2	$132,614	68746	GOB
The Exterior Metal Cooling Tower Is Damaged And Requires Replacement	Capital Renewal	1	Ea.	2	$64,339	68747	GOB
Small HVAC Circulating Pump Requires Replacement	Deferred Maintenance	1	Ea.	3	$8,117	68753	GOB
Steam Heat Exchanger Requires Replacement	Capital Renewal	1	Ea.	3	$29,944	68754	GOB
The Air Handler HVAC Component Requires Replacement	Capital Renewal	1	Ea.	3	$56,145	68750	GOB
The Mechanical / HVAC Piping / System Is Beyond Its Useful Life	Deferred Maintenance	10,053	SF	3	$74,584	68756	GOB
The Window AC Unit Component Requires Replacement	Capital Renewal	2	Ea.	3	$4,329	68755	GOB
	Sub Total for System	**8**	**items**		**$386,233**		

Plumbing

Deficiency	Category	Qty	UoM	Priority	Repair Cost	ID	
The Plumbing / Domestic Water Piping System Is Beyond Its Useful Life	Capital Renewal	10,053	SF	2	$60,805	68762	
The Toilets Plumbing Fixtures Require Replacement	Capital Renewal	6	Ea.	2	$13,680	68759	
The Urinal Plumbing Fixtures Require Replacement	Capital Renewal	3	Ea.	2	$5,482	68760	
The Rest Room Lavatories Plumbing Fixtures Require Replacement	Capital Renewal	7	Ea.	3	$17,430	68758	
The Custodial Mop Or Service Sink Requires Replacement	Deferred Maintenance	2	Ea.	4	$3,407	68757	
	Sub Total for System	**5**	**items**		**$100,805**		

Fire and Security

Deficiency	Category	Qty	UoM	Priority	Repair Cost	ID	
Install Fire Sprinklers	Code Compliance	10,053	SF	1	$87,682	68761	GOB
	Sub Total for System	**1**	**items**		**$87,682**		

Technology

Deficiency	Category	Qty	UoM	Priority	Repair Cost	ID	
Room lacks Interactive White Board	Educational Adequacy	1	Ea.	2	$2,722	Rollup	
The Computer Closet Requires Fiber Optic Access to CER	Functional Deficiency	700	LF	2	$15,749	Rollup	
	Sub Total for System	**2**	**items**		**$18,471**		
	Sub Total for Building 04 - Building 4	**21**	**items**		**$707,541**		

Building: 05 - Building 5

Roofing

Deficiency	Category	Qty	UoM	Priority	Repair Cost	ID	
Reroofing Required (Broward CPS)	Capital Renewal	3,723	SF	2	$39,051	223309	GOB
	Sub Total for System	**1**	**items**		**$39,051**		

Exterior

Deficiency	Category	Qty	UoM	Priority	Repair Cost	ID

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Building: 05 - Building 5

Exterior

Deficiency	Category	Qty	UoM	Priority	Repair Cost	ID	
Exterior Door Hardware Requires Replacement	Deferred Maintenance	7	Ea.	3	$20,177	67051	GOB
The Exterior Requires Painting	Capital Renewal	3,960	SF Wall	3	$13,519	67050	GOB
The Exterior Requires Cleaning	Deferred Maintenance	3,960	SF Wall	5	$8,009	67049	
	Sub Total for System	**3**	**items**		**$41,705**		

Interior

Deficiency	Category	Qty	UoM	Priority	Repair Cost	ID
Classroom doors lack appropriate signs.	Educational Adequacy	4	Ea.	3	$684	Rollup
Interior Door Hardware Requires Re-Keying	Capital Renewal	5	Ea.	3	$2,036	67054
The Suspended Ceiling Grid and Tiles Require Replacement	Capital Renewal	3,876	SF	3	$35,028	67052
Room lacks appropriate amount of teacher storage.	Educational Adequacy	31	Ea.	4	$18,749	Rollup
The Interior Door Hardware Requires Replacement	Capital Renewal	5	Door	4	$11,160	67053
	Sub Total for System	**5**	**items**		**$67,657**	

Mechanical

Deficiency	Category	Qty	UoM	Priority	Repair Cost	ID	
Controls Require Repair	Deferred Maintenance	4,080	SF	2	$6,559	68790	GOB
Large HVAC Circulating Pump Requires Replacement	Deferred Maintenance	1	Ea.	2	$12,620	69135	GOB
Repair HVAC Piping	Deferred Maintenance	408	LF	3	$22,720	68792	GOB
	Sub Total for System	**3**	**items**		**$41,898**		

Electrical

Deficiency	Category	Qty	UoM	Priority	Repair Cost	ID
Room lacks controls to partially dim lights.	Educational Adequacy	2	Ea.	5	$1,559	Rollup
	Sub Total for System	**1**	**items**		**$1,559**	

Plumbing

Deficiency	Category	Qty	UoM	Priority	Repair Cost	ID
The Class Room Lavatories Plumbing Fixtures Are Missing And Should Be Installed	Educational Adequacy	1	Ea.	2	$1,357	Rollup
The Plumbing / Domestic Water Piping System Is Beyond Its Useful Life	Capital Renewal	4,080	SF	2	$24,678	68798
The Toilets Plumbing Fixtures Require Replacement	Capital Renewal	2	Ea.	2	$4,560	68795
The Urinal Plumbing Fixtures Require Replacement	Capital Renewal	1	Ea.	2	$1,827	68796
Prep room lacks a sink.	Educational Adequacy	2	Ea.	3	$8,899	Rollup
The Rest Room Lavatories Plumbing Fixtures Require Replacement	Capital Renewal	2	Ea.	3	$4,980	68794
The Custodial Mop Or Service Sink Requires Replacement	Deferred Maintenance	1	Ea.	4	$1,704	68793
	Sub Total for System	**7**	**items**		**$48,005**	

Fire and Security

Deficiency	Category	Qty	UoM	Priority	Repair Cost	ID	
Install Fire Sprinklers	Code Compliance	4,080	SF	1	$35,586	68797	GOB
	Sub Total for System	**1**	**items**		**$35,586**		

Technology

Deficiency	Category	Qty	UoM	Priority	Repair Cost	ID
Room lacks Interactive White Board	Educational Adequacy	2	Ea.	2	$5,443	Rollup
The Computer Closet Requires Fiber Optic Access to CER	Functional Deficiency	700	LF	2	$15,749	Rollup
	Sub Total for System	**2**	**items**		**$21,193**	

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Building: 05 - Building 5

Specialties

Deficiency	Category	Qty	UoM	Priority	Repair Cost	ID	
Room lacks an appropriate refrigerator.	Educational Adequacy	2	Ea.	3	$10,507	Rollup	
Blinds are missing or in poor condition.	Educational Adequacy	46	SF Surf	4	$1,300	Rollup	
	Sub Total for System	**2**	**items**		**$11,806**		
	Sub Total for Building 05 - Building 5	**25**	**items**		**$308,459**		

Building: 06 - Building 6

Roofing

Deficiency	Category	Qty	UoM	Priority	Repair Cost	ID	
Reroofing Required (Broward CPS)	Capital Renewal	3,353	SF	2	$35,170	223310	GOB
	Sub Total for System	**1**	**items**		**$35,170**		

Exterior

Deficiency	Category	Qty	UoM	Priority	Repair Cost	ID	
The Exterior Requires Painting	Capital Renewal	4,800	SF Wall	3	$16,386	67071	GOB
The Exterior Requires Cleaning	Deferred Maintenance	4,800	SF Wall	5	$9,708	67070	
	Sub Total for System	**2**	**items**		**$26,094**		

Interior

Deficiency	Category	Qty	UoM	Priority	Repair Cost	ID	
Classroom doors lack appropriate signs.	Educational Adequacy	2	Ea.	3	$342	Rollup	
Room has insufficient tackboard area.	Educational Adequacy	1	Ea.	4	$385	Rollup	
Room lacks appropriate amount of teacher storage.	Educational Adequacy	20	Ea.	4	$12,096	Rollup	
	Sub Total for System	**3**	**items**		**$12,824**		

Mechanical

Deficiency	Category	Qty	UoM	Priority	Repair Cost	ID	
Controls Require Repair	Deferred Maintenance	3,353	SF	2	$5,390	68801	GOB
The Exterior Air Handler Is Damaged And Requires Replacement	Capital Renewal	1	Ea.	2	$132,614	68799	GOB
Duct Heater Requires Replacement	Capital Renewal	1	Ea.	3	$5,223	69124	GOB
Ductwork Requires Replacement	Capital Renewal	480	LF	3	$4,796	68802	GOB
The Air Handler HVAC Component Requires Replacement	Capital Renewal	1	Ea.	3	$56,145	68805	GOB
The Mechanical / HVAC Piping / System Is Beyond Its Useful Life	Deferred Maintenance	3,353	SF	3	$24,876	69130	GOB
Duct Grill is Damaged Requires Replacement	Deferred Maintenance	2	Ea.	5	$209	68804	
Duct Register Requires Replacement	Deferred Maintenance	12	Ea.	5	$3,603	68803	
	Sub Total for System	**8**	**items**		**$232,856**		

Plumbing

Deficiency	Category	Qty	UoM	Priority	Repair Cost	ID
Room lacks shut-off valves for utilities.	Code Compliance	1	Ea.	2	$2,711	Rollup
The Class Room Lavatories Plumbing Fixtures Are Missing And Should Be Installed	Educational Adequacy	2	Ea.	2	$2,713	Rollup
The Plumbing / Domestic Water Piping System Is Beyond Its Useful Life	Capital Renewal	3,553	SF	2	$21,490	68810
Prep room lacks a sink.	Educational Adequacy	1	Ea.	3	$4,450	Rollup
Shop lacks a dust collection system.	Educational Adequacy	1	Ea.	3	$38,173	Rollup
The Custodial Mop Or Service Sink Requires Replacement	Deferred Maintenance	1	Ea.	4	$1,704	68807

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Building: 06 - Building 6

Plumbing

Deficiency	Category	Qty	UoM	Priority	Repair Cost	ID	
Room lacks a drinking fountain.	Educational Adequacy	2	Ea.	5	$1,918	Rollup	
	Sub Total for System	**7**	**items**		**$73,159**		

Fire and Security

Deficiency	Category	Qty	UoM	Priority	Repair Cost	ID	
Install Fire Sprinklers	Code Compliance	3,553	SF	1	$30,989	68808	GOB
	Sub Total for System	**1**	**items**		**$30,989**		

Technology

Deficiency	Category	Qty	UoM	Priority	Repair Cost	ID	
Room lacks Fixed Projector	Educational Adequacy	1	Ea.	2	$3,684	Rollup	
Room lacks Interactive White Board	Educational Adequacy	1	Ea.	2	$2,722	Rollup	
	Sub Total for System	**2**	**items**		**$6,406**		

Specialties

Deficiency	Category	Qty	UoM	Priority	Repair Cost	ID	
Room lacks the required demonstration table.	Educational Adequacy	1	Ea.	3	$7,463	Rollup	
	Sub Total for System	**1**	**items**		**$7,463**		
	Sub Total for Building 06 - Building 6	**25**	**items**		**$424,961**		

Building: 07 - Building 7

Roofing

Deficiency	Category	Qty	UoM	Priority	Repair Cost	ID	
Reroofing with new Decking Required (Broward CPS)	Capital Renewal	20,950	SF	2	$254,906	223311	GOB
	Sub Total for System	**1**	**items**		**$254,906**		

Exterior

Deficiency	Category	Qty	UoM	Priority	Repair Cost	ID	
Exterior Door Hardware Requires Replacement	Deferred Maintenance	21	Ea.	3	$60,532	67104	GOB
The Exterior Requires Painting	Capital Renewal	10,080	SF Wall	3	$34,411	67103	GOB
The Exterior Requires Cleaning	Deferred Maintenance	10,080	SF Wall	5	$20,386	67102	
	Sub Total for System	**3**	**items**		**$115,328**		

Interior

Deficiency	Category	Qty	UoM	Priority	Repair Cost	ID	
Classroom doors lack appropriate signs.	Educational Adequacy	10	Ea.	3	$1,711	Rollup	
Interior Door Hardware Requires Re-Keying	Capital Renewal	13	Ea.	3	$5,294	67113	
Room has insufficient writing area.	Educational Adequacy	2	Ea.	3	$2,077	Rollup	
The Acoustical Ceilings Tiles Require Replacement	Capital Renewal	19,902	SF	3	$112,229	67105	
Room has insufficient tackboard area.	Educational Adequacy	1	Ea.	4	$385	Rollup	
Room lacks appropriate amount of teacher storage.	Educational Adequacy	61	Ea.	4	$36,894	Rollup	
The Interior Door Hardware Requires Replacement	Capital Renewal	13	Door	4	$29,015	67112	
	Sub Total for System	**7**	**items**		**$187,605**		

Mechanical

Deficiency	Category	Qty	UoM	Priority	Repair Cost	ID	
Controls Require Repair	Deferred Maintenance	20,950	SF	2	$33,677	68812	GOB
Ductwork Requires Replacement	Capital Renewal	1,100	LF	3	$10,990	68813	GOB

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Building: 07 - Building 7

Mechanical

Deficiency	Category	Qty	UoM	Priority	Repair Cost	ID	
Duct Grill is Damaged Requires Replacement	Deferred Maintenance	6	Ea.	5	$626	68815	
Duct Register Requires Replacement	Deferred Maintenance	30	Ea.	5	$9,008	68814	
	Sub Total for System	**4**	**items**		**$54,301**		

Electrical

Deficiency	Category	Qty	UoM	Priority	Repair Cost	ID	
Room has insufficient electrical outlets.	Educational Adequacy	322	Ea.	3	$117,784	Rollup	
The Incandescent Lighting Is Damaged And Should Be Replaced	Capital Renewal	2	Ea.	3	$793	68489	
Room lacks controls to partially dim lights.	Educational Adequacy	7	Ea.	5	$5,455	Rollup	
	Sub Total for System	**3**	**items**		**$124,032**		

Plumbing

Deficiency	Category	Qty	UoM	Priority	Repair Cost	ID	
The Class Room Lavatories Plumbing Fixtures Are Missing And Should Be Installed	Educational Adequacy	4	Ea.	2	$5,426	Rollup	
The Toilets Plumbing Fixtures Require Replacement	Capital Renewal	2	Ea.	2	$4,560	68822	
The Refrigerated Water Cooler Requires Replacement	Capital Renewal	3	Ea.	3	$7,308	68816	
The Rest Room Lavatories Plumbing Fixtures Require Replacement	Capital Renewal	2	Ea.	3	$4,980	68821	
The Custodial Mop Or Service Sink Requires Replacement	Deferred Maintenance	2	Ea.	4	$3,407	68818	
	Sub Total for System	**5**	**items**		**$25,681**		

Fire and Security

Deficiency	Category	Qty	UoM	Priority	Repair Cost	ID	
Install Fire Sprinklers	Code Compliance	20,950	SF	1	$182,726	68824	GOB
	Sub Total for System	**1**	**items**		**$182,726**		

Technology

Deficiency	Category	Qty	UoM	Priority	Repair Cost	ID	
Room has insufficient dataports.	Educational Adequacy	60	Ea.	2	$10,380	Rollup	GOB
Room lacks Interactive White Board	Educational Adequacy	7	Ea.	2	$19,052	Rollup	
The Computer Closet Requires Fiber Optic Access to CER	Functional Deficiency	1,400	LF	2	$31,499	Rollup	
	Sub Total for System	**3**	**items**		**$60,930**		

Conveyances

Deficiency	Category	Qty	UoM	Priority	Repair Cost	ID	
Elevator Control/Relay Is Damaged And Should Be Replaced	Deferred Maintenance	1	Stop	1	$14,968	68482	
Elevator Cab Requires Replacement	Capital Renewal	1	Ea.	2	$132,177	68483	
	Sub Total for System	**2**	**items**		**$147,145**		

Specialties

Deficiency	Category	Qty	UoM	Priority	Repair Cost	ID	
Blinds are missing or in poor condition.	Educational Adequacy	408	SF Surf	4	$11,528	Rollup	
	Sub Total for System	**1**	**items**		**$11,528**		
	Sub Total for Building 07 - Building 7	**30**	**items**		**$1,164,184**		

Building: 08 - Building 8

Roofing

Deficiency	Category	Qty	UoM	Priority	Repair Cost	ID	
Reroofing with new Decking Required (Broward CPS)	Capital Renewal	7,923	SF	2	$96,402	223312	
	Sub Total for System	**1**	**items**		**$96,402**		

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Broward County Public Schools — **School Deficiency Listing**

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2221	Atlantic Technical College

Building: 08 - Building 8

Exterior

Deficiency	Category	Qty	UoM	Priority	Repair Cost	ID	
The Exterior Requires Painting	Capital Renewal	8,800	SF Wall	3	$30,041	67990	GOB
The Exterior Requires Cleaning	Deferred Maintenance	8,803	SF Wall	5	$17,803	67989	
	Sub Total for System	**2**	**items**		**$47,844**		

Interior

Deficiency	Category	Qty	UoM	Priority	Repair Cost	ID
Classroom Door Requires Vision Panel	Educational Adequacy	1	Ea.	3	$373	Rollup
Classroom doors lack appropriate signs.	Educational Adequacy	3	Ea.	3	$513	Rollup
Room has insufficient writing area.	Educational Adequacy	1	Ea.	3	$1,039	Rollup
Room has insufficient tackboard area.	Educational Adequacy	2	Ea.	4	$771	Rollup
Room lacks appropriate amount of teacher storage.	Educational Adequacy	39	Ea.	4	$23,588	Rollup
	Sub Total for System	**5**	**items**		**$26,284**	

Mechanical

Deficiency	Category	Qty	UoM	Priority	Repair Cost	ID	
Controls Require Repair	Deferred Maintenance	7,923	SF	2	$12,736	68829	GOB
Duct Heater Requires Replacement	Capital Renewal	2	Ea.	3	$10,445	68835	GOB
Ductwork Requires Replacement	Capital Renewal	1,300	LF	3	$12,989	68830	GOB
Exhaust Fan Ventilation Requires Replacement	Capital Renewal	6	Ea.	3	$12,646	68826	GOB
The Air Handler HVAC Component Requires Replacement	Capital Renewal	2	Ea.	3	$112,290	68833	GOB
The Mechanical / HVAC Piping / System Is Beyond Its Useful Life	Deferred Maintenance	7,923	SF	3	$58,782	68836	GOB
Duct Grill is Damaged Requires Replacement	Deferred Maintenance	4	Ea.	5	$418	68832	
Duct Register Requires Replacement	Deferred Maintenance	30	Ea.	5	$9,008	68831	
	Sub Total for System	**8**	**items**		**$229,313**		

Electrical

Deficiency	Category	Qty	UoM	Priority	Repair Cost	ID
Room has insufficient electrical outlets.	Educational Adequacy	110	Ea.	3	$40,236	Rollup
	Sub Total for System	**1**	**items**		**$40,236**	

Plumbing

Deficiency	Category	Qty	UoM	Priority	Repair Cost	ID
Room lacks shut-off valves for utilities.	Code Compliance	2	Ea.	2	$5,423	Rollup
The Class Room Lavatories Plumbing Fixtures Are Missing And Should Be Installed	Educational Adequacy	4	Ea.	2	$5,426	Rollup
Prep room lacks a sink.	Educational Adequacy	2	Ea.	3	$8,899	Rollup
Shop lacks a dust collection system.	Educational Adequacy	2	Ea.	3	$76,345	Rollup
The Refrigerated Water Cooler Requires Replacement	Capital Renewal	2	Ea.	3	$4,872	69098
The Custodial Mop Or Service Sink Requires Replacement	Deferred Maintenance	1	Ea.	4	$1,704	68839
Room lacks a drinking fountain.	Educational Adequacy	4	Ea.	5	$3,836	Rollup
	Sub Total for System	**7**	**items**		**$106,505**	

Fire and Security

Deficiency	Category	Qty	UoM	Priority	Repair Cost	ID	
Install Fire Sprinklers	Code Compliance	7,923	SF	1	$69,105	68837	GOB

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Building: 08 - Building 8

Sub Total for System 1 items $69,105

Technology

Deficiency	Category	Qty	UoM	Priority	Repair Cost	ID	
Room lacks Fixed Projector	Educational Adequacy	1	Ea.	2	$3,684	Rollup	
Room lacks Interactive White Board	Educational Adequacy	2	Ea.	2	$5,443	Rollup	
The Computer Closet Requires Fiber Optic Access to CER	Functional Deficiency	700	LF	2	$15,749	Rollup	
	Sub Total for System	**3**	**items**		**$24,877**		

Specialties

Deficiency	Category	Qty	UoM	Priority	Repair Cost	ID	
Room lacks the required demonstration table.	Educational Adequacy	2	Ea.	3	$14,927	Rollup	
	Sub Total for System	**1**	**items**		**$14,927**		
	Sub Total for Building 08 - Building 8	**29**	**items**		**$655,493**		

Building: 09 - Locker Room

Roofing

Deficiency	Category	Qty	UoM	Priority	Repair Cost	ID	
Reroofing with new Decking Required (Broward CPS)	Capital Renewal	802	SF	2	$9,758	223314	GOB
The Roof Requires Cleaning	Deferred Maintenance	100	SF	4	$1,243	223313	
	Sub Total for System	**2**	**items**		**$11,001**		

Plumbing

Deficiency	Category	Qty	UoM	Priority	Repair Cost	ID
The Toilets Plumbing Fixtures Require Replacement	Capital Renewal	2	Ea.	2	$4,560	68843
The Urinal Plumbing Fixtures Require Replacement	Capital Renewal	1	Ea.	2	$1,827	68844
The Rest Room Lavatories Plumbing Fixtures Require Replacement	Capital Renewal	2	Ea.	3	$4,980	68841
The Custodial Mop Or Service Sink Requires Replacement	Deferred Maintenance	1	Ea.	4	$1,704	68840
	Sub Total for System	**4**	**items**		**$13,071**	

Fire and Security

Deficiency	Category	Qty	UoM	Priority	Repair Cost	ID	
Install Fire Sprinklers	Code Compliance	842	SF	1	$7,344	69075	GOB
	Sub Total for System	**1**	**items**		**$7,344**		
	Sub Total for Building 09 - Locker Room	**7**	**items**		**$31,416**		

Building: 10 - Building 10

Roofing

Deficiency	Category	Qty	UoM	Priority	Repair Cost	ID	
Reroofing with new Decking Required (Broward CPS)	Capital Renewal	8,700	SF	2	$105,856	223316	GOB
The Roof Requires Cleaning	Deferred Maintenance	50	SF	4	$621	223315	
	Sub Total for System	**2**	**items**		**$106,477**		

Exterior

Deficiency	Category	Qty	UoM	Priority	Repair Cost	ID	
The Exterior Requires Painting	Capital Renewal	8,800	SF Wall	3	$30,041	67992	GOB
The Exterior Requires Cleaning	Deferred Maintenance	8,800	SF Wall	5	$17,797	67991	
	Sub Total for System	**2**	**items**		**$47,838**		

Interior

Deficiency	Category	Qty	UoM	Priority	Repair Cost	ID
Classroom doors lack appropriate signs.	Educational Adequacy	2	Ea.	3	$342	Rollup

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Building: 10 - Building 10

Interior

Deficiency	Category	Qty	UoM	Priority	Repair Cost	ID	
Room has insufficient tackboard area.	Educational Adequacy	1	Ea.	4	$385	Rollup	
Room lacks appropriate amount of teacher storage.	Educational Adequacy	41	Ea.	4	$24,798	Rollup	
Room lacks appropriate sound control.	Educational Adequacy	958	SF	4	$30,047	Rollup	
	Sub Total for System	**4**	**items**		**$55,572**		

Mechanical

Deficiency	Category	Qty	UoM	Priority	Repair Cost	ID	
Controls Require Repair	Deferred Maintenance	9,612	SF	2	$15,451	68846	GOB
Duct Heater Requires Replacement	Capital Renewal	3	Ea.	3	$15,668	68851	GOB
Ductwork Requires Replacement	Capital Renewal	1,000	LF	3	$9,991	68847	GOB
The Air Handler HVAC Component Requires Replacement	Capital Renewal	2	Ea.	3	$112,290	68850	GOB
The Mechanical / HVAC Piping / System Is Beyond Its Useful Life	Deferred Maintenance	9,612	SF	3	$71,312	68852	GOB
Duct Grill is Damaged Requires Replacement	Deferred Maintenance	4	Ea.	5	$418	68849	
Duct Register Requires Replacement	Deferred Maintenance	40	Ea.	5	$12,011	68848	
	Sub Total for System	**7**	**items**		**$237,141**		

Electrical

Deficiency	Category	Qty	UoM	Priority	Repair Cost	ID
Room has insufficient electrical outlets.	Educational Adequacy	20	Ea.	3	$7,317	Rollup
Room does not have tamper-proof light switching.	Educational Adequacy	1	Ea.	5	$486	Rollup
Room lacks controls to partially dim lights.	Educational Adequacy	1	Ea.	5	$779	Rollup
	Sub Total for System	**3**	**items**		**$8,582**	

Plumbing

Deficiency	Category	Qty	UoM	Priority	Repair Cost	ID
The Class Room Lavatories Plumbing Fixtures Are Missing And Should Be Installed	Educational Adequacy	2	Ea.	2	$2,713	Rollup
The Custodial Mop Or Service Sink Requires Replacement	Deferred Maintenance	1	Ea.	4	$1,704	68853
	Sub Total for System	**2**	**items**		**$4,417**	

Fire and Security

Deficiency	Category	Qty	UoM	Priority	Repair Cost	ID	
Install Fire Sprinklers	Code Compliance	9,612	SF	1	$83,836	68854	GOB
	Sub Total for System	**1**	**items**		**$83,836**		

Technology

Deficiency	Category	Qty	UoM	Priority	Repair Cost	ID
Room lacks Fixed Projector	Educational Adequacy	1	Ea.	2	$3,684	Rollup
Room lacks Interactive White Board	Educational Adequacy	1	Ea.	2	$2,722	Rollup
The Computer Closet Requires Fiber Optic Access to CER	Functional Deficiency	700	LF	2	$15,749	Rollup
Room lacks access to video distribution.	Educational Adequacy	1	Ea.	5	$665	Rollup
	Sub Total for System	**4**	**items**		**$22,821**	

Other

Deficiency	Category	Qty	UoM	Priority	Repair Cost	ID	
Media Center requires renovation based on condition of room(s)	Capital Renewal	1	LS	2	$117,641	316252	GOB
	Sub Total for System	**1**	**items**		**$117,641**		

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Sub Total for Building 10 - Building 10 — **26 items** — **$684,325**

Building: 11 - Building 11

Roofing

Deficiency	Category	Qty	UoM	Priority	Repair Cost	ID	
Reroofing Required (Broward CPS)	Capital Renewal	7,125	SF	2	$74,735	223317	GOB
	Sub Total for System	**1**	**items**		**$74,735**		

Exterior

Deficiency	Category	Qty	UoM	Priority	Repair Cost	ID	
The Exterior Requires Painting	Capital Renewal	7,600	SF Wall	3	$25,945	67994	GOB
The Exterior Requires Cleaning	Deferred Maintenance	7,600	SF Wall	5	$15,370	67993	
	Sub Total for System	**2**	**items**		**$41,315**		

Interior

Deficiency	Category	Qty	UoM	Priority	Repair Cost	ID	
Classroom Door Requires Vision Panel	Educational Adequacy	1	Ea.	3	$373	Rollup	
Classroom doors lack appropriate signs.	Educational Adequacy	6	Ea.	3	$1,026	Rollup	
Room has insufficient writing area.	Educational Adequacy	1	Ea.	3	$1,039	Rollup	
Room has insufficient tackboard area.	Educational Adequacy	1	Ea.	4	$385	Rollup	
Room lacks appropriate amount of teacher storage.	Educational Adequacy	38	Ea.	4	$22,983	Rollup	
Interior Gypboard Walls Require Repainting	Deferred Maintenance	10,688	SF Wall	5	$36,026	67995	
	Sub Total for System	**6**	**items**		**$61,833**		

Mechanical

Deficiency	Category	Qty	UoM	Priority	Repair Cost	ID	
Controls Require Repair	Deferred Maintenance	7,125	SF	2	$11,453	68902	GOB
The Exterior Air Handler Is Damaged And Requires Replacement	Capital Renewal	2	Ea.	2	$265,229	68855	GOB
Duct Heater Requires Replacement	Capital Renewal	2	Ea.	3	$10,445	68911	GOB
Ductwork Requires Replacement	Capital Renewal	600	LF	3	$5,995	68903	GOB
Exhaust Fan Ventilation Requires Replacement	Capital Renewal	6	Ea.	3	$12,646	68857	GOB
The Air Handler HVAC Component Requires Replacement	Capital Renewal	2	Ea.	3	$112,290	68908	GOB
The Mechanical / HVAC Piping / System Is Beyond Its Useful Life	Deferred Maintenance	7,125	SF	3	$52,861	68913	GOB
Duct Grill is Damaged Requires Replacement	Deferred Maintenance	2	Ea.	5	$209	68907	
Duct Register Requires Replacement	Deferred Maintenance	20	Ea.	5	$6,005	68906	
	Sub Total for System	**9**	**items**		**$477,133**		

Electrical

Deficiency	Category	Qty	UoM	Priority	Repair Cost	ID
Room has insufficient electrical outlets.	Educational Adequacy	16	Ea.	3	$5,853	Rollup
The Incandescent Lighting Is Damaged And Should Be Replaced	Capital Renewal	2	Ea.	3	$793	68501
Room lacks controls to partially dim lights.	Educational Adequacy	2	Ea.	5	$1,559	Rollup
	Sub Total for System	**3**	**items**		**$8,204**	

Plumbing

Deficiency	Category	Qty	UoM	Priority	Repair Cost	ID
The Class Room Lavatories Plumbing Fixtures Are Missing And Should Be Installed	Educational Adequacy	1	Ea.	2	$1,357	Rollup
The Toilets Plumbing Fixtures Require Replacement	Capital Renewal	2	Ea.	2	$4,560	68916
Prep room lacks a sink.	Educational Adequacy	2	Ea.	3	$8,899	Rollup

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Building: 11 - Building 11

Plumbing

Deficiency	Category	Qty	UoM	Priority	Repair Cost	ID	
The Rest Room Lavatories Plumbing Fixtures Require Replacement	Capital Renewal	2	Ea.	3	$4,980	68914	
The Showers Plumbing Fixtures Are Damaged And Should Be Replaced	Capital Renewal	4	Ea.	3	$38,827	68918	
	Sub Total for System	**5**	**items**		**$58,623**		

Fire and Security

Deficiency	Category	Qty	UoM	Priority	Repair Cost	ID	
Install Fire Sprinklers	Code Compliance	7,125	SF	1	$62,144	68919	GOB
	Sub Total for System	**1**	**items**		**$62,144**		

Technology

Deficiency	Category	Qty	UoM	Priority	Repair Cost	ID	
Room has insufficient dataports.	Educational Adequacy	18	Ea.	2	$3,114	Rollup	GOB
Room lacks Fixed Projector	Educational Adequacy	1	Ea.	2	$3,684	Rollup	
Room lacks Interactive White Board	Educational Adequacy	2	Ea.	2	$5,443	Rollup	
The Computer Closet Requires Fiber Optic Access to CER	Functional Deficiency	700	LF	2	$15,749	Rollup	
	Sub Total for System	**4**	**items**		**$27,991**		

Specialties

Deficiency	Category	Qty	UoM	Priority	Repair Cost	ID	
Room lacks an appropriate refrigerator.	Educational Adequacy	1	Ea.	3	$5,253	Rollup	
	Sub Total for System	**1**	**items**		**$5,253**		
	Sub Total for Building 11 - Building 11	**32**	**items**		**$817,231**		

Building: 12 - Laboratory

Roofing

Deficiency	Category	Qty	UoM	Priority	Repair Cost	ID	
Reroofing Required (Broward CPS)	Capital Renewal	10,389	SF	2	$108,971	223318	GOB
	Sub Total for System	**1**	**items**		**$108,971**		

Exterior

Deficiency	Category	Qty	UoM	Priority	Repair Cost	ID	
The Exterior Requires Painting	Capital Renewal	9,600	SF Wall	3	$32,772	67997	GOB
The Exterior Requires Cleaning	Deferred Maintenance	9,600	SF Wall	5	$19,415	67996	
	Sub Total for System	**2**	**items**		**$52,187**		

Interior

Deficiency	Category	Qty	UoM	Priority	Repair Cost	ID	
Classroom doors lack appropriate signs.	Educational Adequacy	7	Ea.	3	$1,198	Rollup	
Room has insufficient tackboard area.	Educational Adequacy	2	Ea.	4	$771	Rollup	
Room lacks appropriate amount of teacher storage.	Educational Adequacy	60	Ea.	4	$36,289	Rollup	
Interior Gypboard Walls Require Repainting	Deferred Maintenance	16,362	SF Wall	5	$55,151	67998	
	Sub Total for System	**4**	**items**		**$93,409**		

Mechanical

Deficiency	Category	Qty	UoM	Priority	Repair Cost	ID	
The Exterior Condenser Requires Replacement	Capital Renewal	1	Ea.	1	$4,207	68922	GOB
Controls Require Repair	Deferred Maintenance	10,908	SF	2	$17,534	68926	
Controls Require Repair	Deferred Maintenance	10,908	SF	2	$17,534	68926	GOB

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Broward County Public Schools — **School Deficiency Listing**

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Building: 12 - Laboratory

Mechanical

Deficiency	Category	Qty	UoM	Priority	Repair Cost	ID	
Ductwork Requires Replacement	Capital Renewal	1,400	LF	3	$13,988	68929	GOB
The Air Handler HVAC Component Requires Replacement	Capital Renewal	2	Ea.	3	$116,972	68935	
The Mechanical / HVAC Piping / System Is Beyond Its Useful Life	Deferred Maintenance	10,908	SF	3	$80,928	68937	GOB
Duct Grill is Damaged Requires Replacement	Deferred Maintenance	6	Ea.	5	$626	68932	
Duct Register Requires Replacement	Deferred Maintenance	30	Ea.	5	$9,008	68930	
	Sub Total for System	**8**	**items**		**$260,797**		

Electrical

Deficiency	Category	Qty	UoM	Priority	Repair Cost	ID
Room has insufficient electrical outlets.	Educational Adequacy	126	Ea.	3	$46,089	Rollup
The Incandescent Lighting Is Damaged And Should Be Replaced	Capital Renewal	1	Ea.	3	$396	68509
	Sub Total for System	**2**	**items**		**$46,485**	

Plumbing

Deficiency	Category	Qty	UoM	Priority	Repair Cost	ID
Room lacks shut-off valves for utilities.	Code Compliance	3	Ea.	2	$8,134	Rollup
The Class Room Lavatories Plumbing Fixtures Are Missing And Should Be Installed	Educational Adequacy	4	Ea.	2	$5,426	Rollup
Prep room lacks a sink.	Educational Adequacy	3	Ea.	3	$13,349	Rollup
Shop lacks a dust collection system.	Educational Adequacy	3	Ea.	3	$114,518	Rollup
The Refrigerated Water Cooler Requires Replacement	Capital Renewal	2	Ea.	3	$4,872	68938
The Custodial Mop Or Service Sink Requires Replacement	Deferred Maintenance	1	Ea.	4	$1,704	68940
Room lacks a drinking fountain.	Educational Adequacy	6	Ea.	5	$5,754	Rollup
	Sub Total for System	**7**	**items**		**$153,757**	

Fire and Security

Deficiency	Category	Qty	UoM	Priority	Repair Cost	ID	
Install Fire Sprinklers	Code Compliance	10,908	SF	1	$95,140	68942	GOB
	Sub Total for System	**1**	**items**		**$95,140**		

Technology

Deficiency	Category	Qty	UoM	Priority	Repair Cost	ID
Room lacks Fixed Projector	Educational Adequacy	2	Ea.	2	$7,368	Rollup
Room lacks Interactive White Board	Educational Adequacy	2	Ea.	2	$5,443	Rollup
The Computer Closet Requires Fiber Optic Access to CER	Functional Deficiency	700	LF	2	$15,749	Rollup
	Sub Total for System	**3**	**items**		**$28,561**	

Specialties

Deficiency	Category	Qty	UoM	Priority	Repair Cost	ID
Room lacks the required demonstration table.	Educational Adequacy	3	Ea.	3	$22,390	Rollup
	Sub Total for System	**1**	**items**		**$22,390**	
	Sub Total for Building 12 - Laboratory	**29**	**items**		**$861,699**	

Building: 13 - Building 13

Roofing

Deficiency	Category	Qty	UoM	Priority	Repair Cost	ID	
Reroofing with new Decking Required (Broward CPS)	Capital Renewal	11,433	SF	2	$139,109	223319	GOB
	Sub Total for System	**1**	**items**		**$139,109**		

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Building: 13 - Building 13

Exterior

Deficiency	Category	Qty	UoM	Priority	Repair Cost	ID	
The Exterior Requires Painting	Capital Renewal	9,800	SF Wall	3	$33,455	68000	GOB
The Exterior Requires Cleaning	Deferred Maintenance	9,800	SF Wall	5	$19,820	67999	
	Sub Total for System	**2**	**items**		**$53,275**		

Interior

Deficiency	Category	Qty	UoM	Priority	Repair Cost	ID
Classroom doors lack appropriate signs.	Educational Adequacy	5	Ea.	3	$855	Rollup
Room has insufficient writing area.	Educational Adequacy	3	Ea.	3	$3,116	Rollup
Room has insufficient tackboard area.	Educational Adequacy	5	Ea.	4	$1,927	Rollup
Room lacks appropriate amount of teacher storage.	Educational Adequacy	57	Ea.	4	$34,475	Rollup
Interior Gypboard Walls Require Repainting	Deferred Maintenance	17,149	SF Wall	5	$57,804	68001
	Sub Total for System	**5**	**items**		**$98,177**	

Mechanical

Deficiency	Category	Qty	UoM	Priority	Repair Cost	ID	
The Electrical Transformer Requires Replacement	Capital Renewal	1	Ea.	2	$10,876	68518	
Duct Heater Requires Replacement	Capital Renewal	1	Ea.	3	$5,223	68950	GOB
Exhaust Fan Ventilation Requires Replacement	Capital Renewal	4	Ea.	3	$8,431	68944	GOB
The Air Handler HVAC Component Requires Replacement	Capital Renewal	1	Ea.	3	$56,145	68947	GOB
	Sub Total for System	**4**	**items**		**$80,674**		

Electrical

Deficiency	Category	Qty	UoM	Priority	Repair Cost	ID
Emergency Exit Signage Requires Replacement	Deferred Maintenance	8	Ea.	2	$5,867	68521
The Panelboard Requires Replacement	Capital Renewal	2	Ea.	2	$16,139	68519
Room has insufficient electrical outlets.	Educational Adequacy	30	Ea.	3	$10,975	Rollup
Room lacks controls to partially dim lights.	Educational Adequacy	2	Ea.	5	$1,559	Rollup
	Sub Total for System	**4**	**items**		**$34,540**	

Plumbing

Deficiency	Category	Qty	UoM	Priority	Repair Cost	ID
Room lacks shut-off valves for utilities.	Code Compliance	3	Ea.	2	$8,134	Rollup
The Class Room Lavatories Plumbing Fixtures Are Missing And Should Be Installed	Educational Adequacy	1	Ea.	2	$1,357	Rollup
The Toilets Plumbing Fixtures Require Replacement	Capital Renewal	2	Ea.	2	$4,560	68959
Prep room lacks a sink.	Educational Adequacy	3	Ea.	3	$13,349	Rollup
Shop lacks a dust collection system.	Educational Adequacy	3	Ea.	3	$114,518	Rollup
The Refrigerated Water Cooler Requires Replacement	Capital Renewal	1	Ea.	3	$2,436	68954
The Rest Room Lavatories Plumbing Fixtures Require Replacement	Capital Renewal	7	Ea.	3	$17,430	68958
Room lacks private toilets.	Educational Adequacy	4	Ea.	4	$44,864	Rollup
The Custodial Mop Or Service Sink Requires Replacement	Deferred Maintenance	1	Ea.	4	$1,704	68957
Room lacks a drinking fountain.	Educational Adequacy	1	Ea.	5	$959	Rollup
	Sub Total for System	**10**	**items**		**$209,310**	

Fire and Security

Deficiency	Category	Qty	UoM	Priority	Repair Cost	ID

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Broward County Public Schools — **School Deficiency Listing**

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2221	Atlantic Technical College

Building: 13 - Building 13

Fire and Security

Deficiency	Category	Qty	UoM	Priority	Repair Cost	ID	
Install Fire Sprinklers	Code Compliance	11,433	SF	1	$99,719	68970	GOB
	Sub Total for System	**1**	**items**		**$99,719**		

Technology

Deficiency	Category	Qty	UoM	Priority	Repair Cost	ID
Room lacks Interactive White Board	Educational Adequacy	3	Ea.	2	$8,165	Rollup
The Computer Closet Requires Fiber Optic Access to CER	Functional Deficiency	700	LF	2	$15,749	Rollup
	Sub Total for System	**2**	**items**		**$23,915**	

Specialties

Deficiency	Category	Qty	UoM	Priority	Repair Cost	ID
The Base Storage Cabinets Require Replacement	Capital Renewal	210	LF	4	$51,508	68002
	Sub Total for System	**1**	**items**		**$51,508**	
	Sub Total for Building 13 - Building 13	**30**	**items**		**$790,225**	

Building: 14 - Laboratory

Roofing

Deficiency	Category	Qty	UoM	Priority	Repair Cost	ID	
Reroofing with new Decking Required (Broward CPS)	Capital Renewal	5,062	SF	2	$61,591	223320	GOB
	Sub Total for System	**1**	**items**		**$61,591**		

Exterior

Deficiency	Category	Qty	UoM	Priority	Repair Cost	ID	
The Exterior Requires Painting	Capital Renewal	4,600	SF Wall	3	$15,703	68004	GOB
The Exterior Requires Cleaning	Deferred Maintenance	4,600	SF Wall	5	$9,303	68003	
	Sub Total for System	**2**	**items**		**$25,006**		

Interior

Deficiency	Category	Qty	UoM	Priority	Repair Cost	ID
Classroom doors lack appropriate signs.	Educational Adequacy	3	Ea.	3	$513	Rollup
Room has insufficient writing area.	Educational Adequacy	1	Ea.	3	$1,039	Rollup
The Vinyl Composition Tile Requires Replacement	Capital Renewal	2,025	SF	3	$18,165	68005
Room has insufficient tackboard area.	Educational Adequacy	1	Ea.	4	$385	Rollup
Room lacks appropriate amount of teacher storage.	Educational Adequacy	20	Ea.	4	$12,096	Rollup
Interior Gypboard Walls Require Repainting	Deferred Maintenance	7,593	SF Wall	5	$25,594	68007
	Sub Total for System	**6**	**items**		**$57,792**	

Mechanical

Deficiency	Category	Qty	UoM	Priority	Repair Cost	ID	
Controls Require Repair	Deferred Maintenance	5,062	SF	2	$8,137	68972	GOB
Exhaust Fan Ventilation Requires Replacement	Capital Renewal	3	Ea.	3	$6,323	68971	GOB
The Mechanical / HVAC Piping / System Is Beyond Its Useful Life	Deferred Maintenance	5,062	SF	3	$37,555	69064	GOB
	Sub Total for System	**3**	**items**		**$52,015**		

Electrical

Deficiency	Category	Qty	UoM	Priority	Repair Cost	ID
Room has insufficient electrical outlets.	Educational Adequacy	80	Ea.	3	$29,263	Rollup
	Sub Total for System	**1**	**items**		**$29,263**	

Broward County Public Schools — **School Deficiency Listing**

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2221	Atlantic Technical College

Building: 14 - Laboratory

Plumbing

Deficiency	Category	Qty	UoM	Priority	Repair Cost	ID	
Room lacks shut-off valves for utilities.	Code Compliance	1	Ea.	2	$2,711	Rollup	
The Class Room Lavatories Plumbing Fixtures Are Missing And Should Be Installed	Educational Adequacy	2	Ea.	2	$2,713	Rollup	
The Class Room Lavatories Plumbing Fixtures Require Replacement	Capital Renewal	2	Ea.	2	$4,216	68973	
Prep room lacks a sink.	Educational Adequacy	1	Ea.	3	$4,450	Rollup	
Shop lacks a dust collection system.	Educational Adequacy	1	Ea.	3	$38,173	Rollup	
The Custodial Mop Or Service Sink Requires Replacement	Deferred Maintenance	1	Ea.	4	$1,704	68974	
Room lacks a drinking fountain.	Educational Adequacy	2	Ea.	5	$1,918	Rollup	
	Sub Total for System	**7**	**items**		**$55,885**		

Fire and Security

Deficiency	Category	Qty	UoM	Priority	Repair Cost	ID	
Install Fire Sprinklers	Code Compliance	5,062	SF	1	$44,151	68975	GOB
	Sub Total for System	**1**	**items**		**$44,151**		

Technology

Deficiency	Category	Qty	UoM	Priority	Repair Cost	ID
Room lacks Fixed Projector	Educational Adequacy	1	Ea.	2	$3,684	Rollup
Room lacks Interactive White Board	Educational Adequacy	1	Ea.	2	$2,722	Rollup
The Computer Closet Requires Fiber Optic Access to CER	Functional Deficiency	700	LF	2	$15,749	Rollup
	Sub Total for System	**3**	**items**		**$22,155**	
	Sub Total for Building 14 - Laboratory	**24**	**items**		**$347,859**	

Building: 15 - Building 15

Exterior

Deficiency	Category	Qty	UoM	Priority	Repair Cost	ID	
The Exterior Requires Painting	Capital Renewal	13,600	SF Wall	3	$46,427	68012	GOB
The Exterior Requires Cleaning	Deferred Maintenance	13,600	SF Wall	5	$27,505	68011	
	Sub Total for System	**2**	**items**		**$73,932**		

Interior

Deficiency	Category	Qty	UoM	Priority	Repair Cost	ID
Classroom Door Requires Vision Panel	Educational Adequacy	3	Ea.	3	$1,120	Rollup
Classroom doors lack appropriate signs.	Educational Adequacy	10	Ea.	3	$1,711	Rollup
Room has insufficient writing area.	Educational Adequacy	5	Ea.	3	$5,193	Rollup
The Acoustical Ceilings Tiles Require Replacement	Capital Renewal	4,772	SF	3	$26,910	68016
The Carpet Flooring Requires Replacement	Capital Renewal	318	SF	3	$3,350	68017
The Vinyl Composition Tile Requires Replacement	Capital Renewal	1,590	SF	3	$14,263	68018
Room has insufficient tackboard area.	Educational Adequacy	5	Ea.	4	$1,927	Rollup
Room lacks appropriate amount of teacher storage.	Educational Adequacy	84	Ea.	4	$50,805	Rollup
Interior Gypboard Walls Require Repainting	Deferred Maintenance	23,859	SF Wall	5	$80,422	68015
	Sub Total for System	**9**	**items**		**$185,699**	

Mechanical

Deficiency	Category	Qty	UoM	Priority	Repair Cost	ID	
The Exterior Air Handler Is Damaged And Requires Replacement	Capital Renewal	1	Ea.	2	$132,614	68976	GOB

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Broward County Public Schools

School Deficiency Listing

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2221	Atlantic Technical College

Building: 15 - Building 15

Mechanical

Deficiency	Category	Qty	UoM	Priority	Repair Cost	ID	
The Air Handler HVAC Component Requires Replacement	Capital Renewal	1	Ea.	3	$56,145	68977	GOB
	Sub Total for System	**2**	**items**		**$188,759**		

Electrical

Deficiency	Category	Qty	UoM	Priority	Repair Cost	ID
Room has insufficient electrical outlets.	Educational Adequacy	290	Ea.	3	$106,078	Rollup
The Incandescent Lighting Is Damaged And Should Be Replaced	Capital Renewal	2	Ea.	3	$793	68530
Room lacks controls to partially dim lights.	Educational Adequacy	1	Ea.	5	$779	Rollup
	Sub Total for System	**3**	**items**		**$107,650**	

Plumbing

Deficiency	Category	Qty	UoM	Priority	Repair Cost	ID
Room lacks shut-off valves for utilities.	Code Compliance	4	Ea.	2	$10,845	Rollup
The Class Room Lavatories Plumbing Fixtures Are Missing And Should Be Installed	Educational Adequacy	6	Ea.	2	$8,139	Rollup
The Toilets Plumbing Fixtures Require Replacement	Capital Renewal	2	Ea.	2	$4,560	68980
Prep room lacks a sink.	Educational Adequacy	4	Ea.	3	$17,799	Rollup
Shop lacks a dust collection system.	Educational Adequacy	4	Ea.	3	$152,691	Rollup
The Rest Room Lavatories Plumbing Fixtures Require Replacement	Capital Renewal	2	Ea.	3	$4,980	68979
Room lacks private toilets.	Educational Adequacy	2	Ea.	4	$22,432	Rollup
The Custodial Mop Or Service Sink Requires Replacement	Deferred Maintenance	2	Ea.	4	$3,407	68978
Room lacks a drinking fountain.	Educational Adequacy	6	Ea.	5	$5,754	Rollup
	Sub Total for System	**9**	**items**		**$230,607**	

Fire and Security

Deficiency	Category	Qty	UoM	Priority	Repair Cost	ID	
Install Fire Sprinklers	Code Compliance	15,906	SF	1	$138,732	68981	GOB
	Sub Total for System	**1**	**items**		**$138,732**		

Technology

Deficiency	Category	Qty	UoM	Priority	Repair Cost	ID
Room lacks Fixed Projector	Educational Adequacy	3	Ea.	2	$11,053	Rollup
Room lacks Interactive White Board	Educational Adequacy	4	Ea.	2	$10,887	Rollup
The Computer Closet Requires Fiber Optic Access to CER	Functional Deficiency	700	LF	2	$15,749	Rollup
	Sub Total for System	**3**	**items**		**$37,689**	

Specialties

Deficiency	Category	Qty	UoM	Priority	Repair Cost	ID
Room lacks the required demonstration table.	Educational Adequacy	4	Ea.	3	$29,854	Rollup
	Sub Total for System	**1**	**items**		**$29,854**	
	Sub Total for Building 15 - Building 15	**30**	**items**		**$992,923**	

Building: 16 - Storage

Roofing

Deficiency	Category	Qty	UoM	Priority	Repair Cost	ID	
Reroofing with new Decking Required (Broward CPS)	Capital Renewal	200	SF	2	$2,433	223321	GOB
	Sub Total for System	**1**	**items**		**$2,433**		

Broward County Public Schools — **School Deficiency Listing**

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Building: 16 - Storage

Exterior

Deficiency	Category	Qty	UoM	Priority	Repair Cost	ID	
The Exterior Requires Painting	Capital Renewal	800	SF Wall	3	$2,731	68130	GOB
The Exterior Requires Cleaning	Deferred Maintenance	800	SF Wall	5	$1,618	68127	
	Sub Total for System	**2**	**items**		**$4,349**		

Electrical

Deficiency	Category	Qty	UoM	Priority	Repair Cost	ID
The 1 X 4 Interior Fluorescent Light Fixture Requires Replacement	Capital Renewal	1	Ea.	3	$361	68536
The Incandescent Lighting Is Damaged And Should Be Replaced	Capital Renewal	2	Ea.	3	$793	68532
	Sub Total for System	**2**	**items**		**$1,153**	
	Sub Total for Building 16 - Storage	**5**	**items**		**$7,936**	

Building: 17 - Building 17

Roofing

Deficiency	Category	Qty	UoM	Priority	Repair Cost	ID	
Reroofing with new Decking Required (Broward CPS)	Capital Renewal	11,827	SF	2	$143,903	223322	GOB
	Sub Total for System	**1**	**items**		**$143,903**		

Exterior

Deficiency	Category	Qty	UoM	Priority	Repair Cost	ID	
The Exterior Requires Painting	Capital Renewal	16,250	SF Wall	3	$55,474	68189	GOB
The Exterior Requires Cleaning	Deferred Maintenance	16,250	SF Wall	5	$32,864	68188	
	Sub Total for System	**2**	**items**		**$88,338**		

Interior

Deficiency	Category	Qty	UoM	Priority	Repair Cost	ID
Classroom Door Requires Vision Panel	Educational Adequacy	2	Ea.	3	$747	Rollup
Classroom doors lack appropriate signs.	Educational Adequacy	4	Ea.	3	$684	Rollup
Room has insufficient writing area.	Educational Adequacy	2	Ea.	3	$2,077	Rollup
The Carpet Flooring Requires Replacement	Capital Renewal	237	SF	3	$2,496	68193
The Vinyl Composition Tile Requires Replacement	Capital Renewal	591	SF	3	$5,301	68195
Room has insufficient tackboard area.	Educational Adequacy	2	Ea.	4	$771	Rollup
Room lacks appropriate amount of teacher storage.	Educational Adequacy	40	Ea.	4	$24,193	Rollup
Interior Gypboard Walls Require Repainting	Deferred Maintenance	17,750	SF Wall	5	$59,830	68192
	Sub Total for System	**8**	**items**		**$96,099**	

Mechanical

Deficiency	Category	Qty	UoM	Priority	Repair Cost	ID	
The Exterior Condenser Requires Replacement	Capital Renewal	2	Ea.	1	$8,413	68982	GOB
Duct Heater Requires Replacement	Capital Renewal	2	Ea.	3	$10,445	68984	GOB
The Air Handler HVAC Component Requires Replacement	Capital Renewal	2	Ea.	3	$112,290	68983	GOB
	Sub Total for System	**3**	**items**		**$131,149**		

Electrical

Deficiency	Category	Qty	UoM	Priority	Repair Cost	ID
Room has insufficient electrical outlets.	Educational Adequacy	160	Ea.	3	$58,526	Rollup
	Sub Total for System	**1**	**items**		**$58,526**	

Plumbing

Deficiency	Category	Qty	UoM	Priority	Repair Cost	ID
Room lacks shut-off valves for utilities.	Code Compliance	2	Ea.	2	$5,423	Rollup

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Broward County Public Schools **School Deficiency Listing**

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2221	Atlantic Technical College

Building: 17 - Building 17

Plumbing

Deficiency	Category	Qty	UoM	Priority	Repair Cost	ID	
The Class Room Lavatories Plumbing Fixtures Are Missing And Should Be Installed	Educational Adequacy	4	Ea.	2	$5,426	Rollup	
The Toilets Plumbing Fixtures Require Replacement	Capital Renewal	1	Ea.	2	$2,280	68988	
The Water Heater Plumbing Fixtures Are Damaged And Should Be Replaced	Capital Renewal	1	Ea.	2	$2,678	68985	
Prep room lacks a sink.	Educational Adequacy	2	Ea.	3	$8,899	Rollup	
Shop lacks a dust collection system.	Educational Adequacy	2	Ea.	3	$76,345	Rollup	
The Refrigerated Water Cooler Requires Replacement	Capital Renewal	2	Ea.	3	$4,872	68986	
The Rest Room Lavatories Plumbing Fixtures Require Replacement	Capital Renewal	1	Ea.	3	$2,490	68987	
Room lacks a drinking fountain.	Educational Adequacy	4	Ea.	5	$3,836	Rollup	
	Sub Total for System	**9**	**items**		**$112,250**		

Fire and Security

Deficiency	Category	Qty	UoM	Priority	Repair Cost	ID	
Install Fire Sprinklers	Code Compliance	11,827	SF	1	$103,155	68989	GOB
	Sub Total for System	**1**	**items**		**$103,155**		

Technology

Deficiency	Category	Qty	UoM	Priority	Repair Cost	ID
Room lacks Fixed Projector	Educational Adequacy	2	Ea.	2	$7,368	Rollup
Room lacks Interactive White Board	Educational Adequacy	2	Ea.	2	$5,443	Rollup
	Sub Total for System	**2**	**items**		**$12,812**	

Specialties

Deficiency	Category	Qty	UoM	Priority	Repair Cost	ID
Room lacks the required demonstration table.	Educational Adequacy	2	Ea.	3	$14,927	Rollup
	Sub Total for System	**1**	**items**		**$14,927**	
	Sub Total for Building 17 - Building 17	**28**	**items**		**$761,159**	

Building: 18 - Building 18

Roofing

Deficiency	Category	Qty	UoM	Priority	Repair Cost	ID	
Reroofing Required (Broward CPS)	Capital Renewal	6,281	SF	2	$65,882	223323	GOB
	Sub Total for System	**1**	**items**		**$65,882**		

Exterior

Deficiency	Category	Qty	UoM	Priority	Repair Cost	ID	
The Exterior Requires Painting	Capital Renewal	7,000	SF Wall	3	$23,434	68231	GOB
The Exterior Requires Cleaning	Deferred Maintenance	7,000	SF Wall	5	$13,883	68229	
	Sub Total for System	**2**	**items**		**$37,318**		

Interior

Deficiency	Category	Qty	UoM	Priority	Repair Cost	ID
Classroom doors lack appropriate signs.	Educational Adequacy	3	Ea.	3	$513	Rollup
Room has insufficient tackboard area.	Educational Adequacy	3	Ea.	4	$1,156	Rollup
Room lacks appropriate amount of teacher storage.	Educational Adequacy	43	Ea.	4	$26,007	Rollup
Interior Gypboard Walls Require Repainting	Deferred Maintenance	8,394	SF Wall	5	$27,747	68230
	Sub Total for System	**4**	**items**		**$55,423**	

Broward County Public Schools — **School Deficiency Listing**

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2221	Atlantic Technical College

Building: 18 - Building 18

Mechanical

Deficiency	Category	Qty	UoM	Priority	Repair Cost	ID	
The Exterior Condenser Requires Replacement	Capital Renewal	2	Ea.	1	$8,250	68991	GOB
Controls Require Repair	Deferred Maintenance	5,596	SF	2	$8,822	68995	GOB
Duct Heater Requires Replacement	Capital Renewal	2	Ea.	3	$10,243	68998	GOB
The Air Handler HVAC Component Requires Replacement	Capital Renewal	2	Ea.	3	$110,119	68996	GOB
	Sub Total for System	**4**	**items**		**$137,435**		

Electrical

Deficiency	Category	Qty	UoM	Priority	Repair Cost	ID
The Incandescent Lighting Is Damaged And Should Be Replaced	Capital Renewal	1	Ea.	3	$389	68549
Room lacks controls to partially dim lights.	Educational Adequacy	1	Ea.	5	$779	Rollup
	Sub Total for System	**2**	**items**		**$1,168**	

Plumbing

Deficiency	Category	Qty	UoM	Priority	Repair Cost	ID
Room lacks shut-off valves for utilities.	Code Compliance	2	Ea.	2	$5,423	Rollup
The Class Room Lavatories Plumbing Fixtures Are Missing And Should Be Installed	Educational Adequacy	2	Ea.	2	$2,713	Rollup
The Toilets Plumbing Fixtures Require Replacement	Capital Renewal	1	Ea.	2	$2,236	69004
The Water Heater Plumbing Fixtures Are Damaged And Should Be Replaced	Capital Renewal	1	Ea.	2	$2,627	69000
Prep room lacks a sink.	Educational Adequacy	2	Ea.	3	$8,899	Rollup
Shop lacks a dust collection system.	Educational Adequacy	2	Ea.	3	$76,345	Rollup
The Refrigerated Water Cooler Requires Replacement	Capital Renewal	3	Ea.	3	$7,167	69002
Room lacks private toilets.	Educational Adequacy	2	Ea.	4	$22,432	Rollup
The Custodial Mop Or Service Sink Requires Replacement	Deferred Maintenance	1	Ea.	4	$1,671	69003
Room lacks a drinking fountain.	Educational Adequacy	1	Ea.	5	$959	Rollup
	Sub Total for System	**10**	**items**		**$130,471**	

Fire and Security

Deficiency	Category	Qty	UoM	Priority	Repair Cost	ID	
Install Fire Sprinklers	Code Compliance	5,596	SF	1	$47,865	69005	GOB
	Sub Total for System	**1**	**items**		**$47,865**		

Technology

Deficiency	Category	Qty	UoM	Priority	Repair Cost	ID
Room lacks Interactive White Board	Educational Adequacy	2	Ea.	2	$5,443	Rollup
The Computer Closet Requires Fiber Optic Access to CER	Functional Deficiency	700	LF	2	$15,749	Rollup
	Sub Total for System	**2**	**items**		**$21,193**	
	Sub Total for Building 18 - Building 18	**26**	**items**		**$496,754**	

Building: 19 - Laboratory

Roofing

Deficiency	Category	Qty	UoM	Priority	Repair Cost	ID
Roof Equipment requires Cabling	Code Compliance	3	Ea.	3	$524	223324
The Roof Requires Cleaning	Deferred Maintenance	250	SF	4	$3,107	223325
	Sub Total for System	**2**	**items**		**$3,631**	

Exterior

Deficiency	Category	Qty	UoM	Priority	Repair Cost	ID	
The Exterior Requires Painting	Capital Renewal	12,003	SF Wall	3	$23,434	68198	GOB

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Broward County Public Schools — **School Deficiency Listing**

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2221	Atlantic Technical College

Building: 19 - Laboratory

Exterior

Deficiency	Category	Qty	UoM	Priority	Repair Cost	ID	
The Exterior Requires Cleaning	Deferred Maintenance	12,000	SF Wall	5	$13,883	68197	
	Sub Total for System	**2**	**items**		**$37,318**		

Interior

Deficiency	Category	Qty	UoM	Priority	Repair Cost	ID	
Classroom doors lack appropriate signs.	Educational Adequacy	8	Ea.	3	$1,369	Rollup	
Room has insufficient writing area.	Educational Adequacy	2	Ea.	3	$2,077	Rollup	
The Acoustical Ceilings Tiles Require Replacement	Capital Renewal	8,000	SF	3	$43,281	221191	
Room has insufficient tackboard area.	Educational Adequacy	3	Ea.	4	$1,156	Rollup	
Room lacks appropriate amount of teacher storage.	Educational Adequacy	26	Ea.	4	$15,725	Rollup	
The Interior Door Hardware Requires Replacement	Capital Renewal	16	Door	4	$35,021	68242	
	Sub Total for System	**6**	**items**		**$98,628**		

Mechanical

Deficiency	Category	Qty	UoM	Priority	Repair Cost	ID	
Controls Require Repair	Deferred Maintenance	8,926	SF	2	$14,071	69008	
Controls Require Repair	Deferred Maintenance	8,926	SF	2	$14,071	69008	GOB
The Exterior Air Handler Is Damaged And Requires Replacement	Capital Renewal	1	Ea.	2	$130,050	69006	
The Exterior Air Handler Is Damaged And Requires Replacement	Capital Renewal	1	Ea.	2	$130,050	69006	GOB
Duct Heater Requires Replacement	Capital Renewal	1	Ea.	3	$5,122	69013	GOB
Ductwork Requires Replacement	Capital Renewal	1,500	LF	3	$14,697	69009	GOB
The Air Handler HVAC Component Requires Replacement	Capital Renewal	1	Ea.	3	$57,355	69012	
The Mechanical / HVAC Piping / System Is Beyond Its Useful Life	Deferred Maintenance	8,926	SF	3	$64,943	69015	GOB
Duct Grill is Damaged Requires Replacement	Deferred Maintenance	4	Ea.	5	$410	69011	
Duct Register Requires Replacement	Deferred Maintenance	46	Ea.	5	$13,545	69010	
	Sub Total for System	**10**	**items**		**$444,314**		

Electrical

Deficiency	Category	Qty	UoM	Priority	Repair Cost	ID
Room has insufficient electrical outlets.	Educational Adequacy	52	Ea.	3	$19,021	Rollup
Room lacks controls to partially dim lights.	Educational Adequacy	3	Ea.	5	$2,338	Rollup
	Sub Total for System	**2**	**items**		**$21,359**	

Plumbing

Deficiency	Category	Qty	UoM	Priority	Repair Cost	ID
The Class Room Lavatories Plumbing Fixtures Are Missing And Should Be Installed	Educational Adequacy	1	Ea.	2	$1,357	Rollup
The Custodial Mop Or Service Sink Requires Replacement	Deferred Maintenance	1	Ea.	4	$1,671	69016
	Sub Total for System	**2**	**items**		**$3,027**	

Fire and Security

Deficiency	Category	Qty	UoM	Priority	Repair Cost	ID	
Install Fire Sprinklers	Code Compliance	8,926	SF	1	$76,348	69017	GOB
	Sub Total for System	**1**	**items**		**$76,348**		

Technology

Deficiency	Category	Qty	UoM	Priority	Repair Cost	ID

Broward County Public Schools — **School Deficiency Listing**

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2221	Atlantic Technical College

Building: 19 - Laboratory

Technology

Deficiency	Category	Qty	UoM	Priority	Repair Cost	ID	
Room has insufficient dataports.	Educational Adequacy	24	Ea.	2	$4,152	Rollup	GOB
Room lacks Fixed Projector	Educational Adequacy	2	Ea.	2	$7,368	Rollup	
Room lacks Interactive White Board	Educational Adequacy	3	Ea.	2	$8,165	Rollup	
The Computer Closet Requires Fiber Optic Access to CER	Functional Deficiency	700	LF	2	$15,749	Rollup	
	Sub Total for System	**4**	**items**		**$35,435**		

Specialties

Deficiency	Category	Qty	UoM	Priority	Repair Cost	ID	
Blinds are missing or in poor condition.	Educational Adequacy	30	SF Surf	4	$848	Rollup	
	Sub Total for System	**1**	**items**		**$848**		
	Sub Total for Building 19 - Laboratory	**30**	**items**		**$720,909**		

Building: 20 - Building 20

Roofing

Deficiency	Category	Qty	UoM	Priority	Repair Cost	ID	
Reroofing with new Decking Required (Broward CPS)	Capital Renewal	5,542	SF	2	$67,432	223327	GOB
The Roof Requires Cleaning	Deferred Maintenance	150	SF	4	$1,864	223326	
	Sub Total for System	**2**	**items**		**$69,296**		

Exterior

Deficiency	Category	Qty	UoM	Priority	Repair Cost	ID	
The Exterior Requires Painting	Capital Renewal	9,900	SF Wall	3	$33,143	68254	GOB
The Exterior Requires Cleaning	Deferred Maintenance	9,900	SF Wall	5	$19,635	68253	
	Sub Total for System	**2**	**items**		**$52,778**		

Interior

Deficiency	Category	Qty	UoM	Priority	Repair Cost	ID	
Classroom doors lack appropriate signs.	Educational Adequacy	1	Ea.	3	$171	Rollup	
Room has insufficient writing area.	Educational Adequacy	1	Ea.	3	$1,039	Rollup	
Room has insufficient tackboard area.	Educational Adequacy	1	Ea.	4	$385	Rollup	
Room lacks appropriate amount of teacher storage.	Educational Adequacy	14	Ea.	4	$8,467	Rollup	
Interior Gypboard Walls Require Repainting	Deferred Maintenance	8,313	SF Wall	5	$27,479	68255	
	Sub Total for System	**5**	**items**		**$37,541**		

Mechanical

Deficiency	Category	Qty	UoM	Priority	Repair Cost	ID	
The Exterior Metal Cooling Tower Is Damaged And Requires Replacement	Capital Renewal	1	Ea.	2	$63,096	69018	GOB
Duct Heater Requires Replacement	Capital Renewal	2	Ea.	3	$10,243	69022	GOB
Small HVAC Circulating Pump Requires Replacement	Deferred Maintenance	1	Ea.	3	$7,960	69020	GOB
The Roof Condenser Requires Replacement	Capital Renewal	1	TonAC	3	$1,635	69019	GOB
	Sub Total for System	**4**	**items**		**$82,934**		

Electrical

Deficiency	Category	Qty	UoM	Priority	Repair Cost	ID	
Room has insufficient electrical outlets.	Educational Adequacy	44	Ea.	3	$16,095	Rollup	
The Incandescent Lighting Is Damaged And Should Be Replaced	Capital Renewal	2	Ea.	3	$777	68571	

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Broward County Public Schools — **School Deficiency Listing**

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2221	Atlantic Technical College

Building: 20 - Building 20

Electrical

Deficiency	Category	Qty	UoM	Priority	Repair Cost	ID	
Room lacks controls to partially dim lights.	Educational Adequacy	1	Ea.	5	$779	Rollup	
	Sub Total for System	**3**	**items**		**$17,652**		

Plumbing

Deficiency	Category	Qty	UoM	Priority	Repair Cost	ID	
Room lacks shut-off valves for utilities.	Code Compliance	1	Ea.	2	$2,711	Rollup	
The Class Room Lavatories Plumbing Fixtures Are Missing And Should Be Installed	Educational Adequacy	3	Ea.	2	$4,070	Rollup	
The Toilets Plumbing Fixtures Require Replacement	Capital Renewal	2	Ea.	2	$4,472	69024	
Prep room lacks a sink.	Educational Adequacy	1	Ea.	3	$4,450	Rollup	
The Rest Room Lavatories Plumbing Fixtures Require Replacement	Capital Renewal	2	Ea.	3	$4,884	69023	
	Sub Total for System	**5**	**items**		**$20,586**		

Fire and Security

Deficiency	Category	Qty	UoM	Priority	Repair Cost	ID	
Install Fire Sprinklers	Code Compliance	5,542	SF	1	$47,403	69026	GOB
	Sub Total for System	**1**	**items**		**$47,403**		

Technology

Deficiency	Category	Qty	UoM	Priority	Repair Cost	ID	
Room lacks Interactive White Board	Educational Adequacy	1	Ea.	2	$2,722	Rollup	
	Sub Total for System	**1**	**items**		**$2,722**		

Specialties

Deficiency	Category	Qty	UoM	Priority	Repair Cost	ID	
Room lacks an appropriate refrigerator.	Educational Adequacy	1	Ea.	3	$5,253	Rollup	
Blinds are missing or in poor condition.	Educational Adequacy	8	SF Surf	4	$226	Rollup	
	Sub Total for System	**2**	**items**		**$5,480**		
	Sub Total for Building 20 - Building 20	**25**	**items**		**$336,391**		

Building: 22 - Storage / Elecrical

Site

Deficiency	Category	Qty	UoM	Priority	Repair Cost	ID	
The Exterior Dry Type Transformer Requires Replacement	Capital Renewal	1	Ea.	2	$5,682	68581	
	Sub Total for System	**1**	**items**		**$5,682**		

Roofing

Deficiency	Category	Qty	UoM	Priority	Repair Cost	ID	
Reroofing with new Decking Required (Broward CPS)	Capital Renewal	32	SF	2	$389	223328	GOB
	Sub Total for System	**1**	**items**		**$389**		

Exterior

Deficiency	Category	Qty	UoM	Priority	Repair Cost	ID	
The Exterior Requires Painting	Capital Renewal	280	SF Wall	3	$937	68380	GOB
	Sub Total for System	**1**	**items**		**$937**		

Electrical

Deficiency	Category	Qty	UoM	Priority	Repair Cost	ID	
The Panelboard Requires Replacement	Capital Renewal	1	Ea.	2	$7,914	68583	
The Incandescent Lighting Is Damaged And Should Be Replaced	Capital Renewal	2	Ea.	3	$777	68580	
	Sub Total for System	**2**	**items**		**$8,691**		
	Sub Total for Building 22 - Storage / Elecrical	**5**	**items**		**$15,700**		

Broward County Public Schools — **School Deficiency Listing**

9/2/2014 8:36 AM

2221	Atlantic Technical College

Building: 23 - Building Support

Roofing

Deficiency	Category	Qty	UoM	Priority	Repair Cost	ID	
Reroofing with new Decking Required (Broward CPS)	Capital Renewal	260	SF	2	$3,164	223329	GOB
	Sub Total for System	**1**	**items**		**$3,164**		

Exterior

Deficiency	Category	Qty	UoM	Priority	Repair Cost	ID	
The Exterior Requires Painting	Capital Renewal	640	SF Wall	3	$2,143	68390	GOB
The Exterior Requires Cleaning	Deferred Maintenance	640	SF Wall	5	$1,269	68389	
	Sub Total for System	**2**	**items**		**$3,412**		

Mechanical

Deficiency	Category	Qty	UoM	Priority	Repair Cost	ID	
Large HVAC Circulating Pump Requires Replacement	Deferred Maintenance	3	Ea.	2	$37,127	69027	GOB
	Sub Total for System	**1**	**items**		**$37,127**		

Electrical

Deficiency	Category	Qty	UoM	Priority	Repair Cost	ID
The 2 X 4 Interior Fluorescent Lighting Requires Replacement	Capital Renewal	1	Ea.	3	$563	68591
	Sub Total for System	**1**	**items**		**$563**	
	Sub Total for Building 23 - Building Support	**5**	**items**		**$44,265**	

Building: 24 - Building 24

Roofing

Deficiency	Category	Qty	UoM	Priority	Repair Cost	ID
Roof Equipment requires Cabling	Code Compliance	12	Ea.	3	$2,098	223330
	Sub Total for System	**1**	**items**		**$2,098**	

Interior

Deficiency	Category	Qty	UoM	Priority	Repair Cost	ID
Classroom doors lack appropriate signs.	Educational Adequacy	25	Ea.	3	$4,277	Rollup
Room has insufficient tackboard area.	Educational Adequacy	5	Ea.	4	$1,927	Rollup
	Sub Total for System	**2**	**items**		**$6,204**	

Electrical

Deficiency	Category	Qty	UoM	Priority	Repair Cost	ID
Room lacks controls to partially dim lights.	Educational Adequacy	4	Ea.	5	$3,117	Rollup
	Sub Total for System	**1**	**items**		**$3,117**	

Plumbing

Deficiency	Category	Qty	UoM	Priority	Repair Cost	ID
The Class Room Lavatories Plumbing Fixtures Are Missing And Should Be Installed	Educational Adequacy	32	Ea.	2	$43,409	Rollup
Prep room lacks a sink.	Educational Adequacy	4	Ea.	3	$17,799	Rollup
	Sub Total for System	**2**	**items**		**$61,208**	

Technology

Deficiency	Category	Qty	UoM	Priority	Repair Cost	ID
Room lacks Interactive White Board	Educational Adequacy	1	Ea.	2	$2,722	Rollup
The Computer Closet Requires Fiber Optic Access to CER	Functional Deficiency	700	LF	2	$15,749	Rollup
	Sub Total for System	**2**	**items**		**$18,471**	

Broward County Public Schools **School Deficiency Listing**

9/2/2014 8:36 AM

2221	Atlantic Technical College

Building: 24 - Building 24

Conveyances

Deficiency	Category	Qty	UoM	Priority	Repair Cost	ID
Elevator Sump Requires Draining And Cleaning	Deferred Maintenance	1	Ea.	2	$865	69029
	Sub Total for System	**1**	**items**		**$865**	

Specialties

Deficiency	Category	Qty	UoM	Priority	Repair Cost	ID
Room lacks an appropriate refrigerator.	Educational Adequacy	4	Ea.	3	$21,013	Rollup
Blinds are missing or in poor condition.	Educational Adequacy	168	SF Surf	4	$4,749	Rollup
	Sub Total for System	**2**	**items**		**$25,762**	
	Sub Total for Building 24 - Building 24	**11**	**items**		**$117,725**	
	Total for Permanent Buildings	**544**	**items**		**$17,060,737**	
	Total for Portable Buildings				**$0**	
	Total for Campus				**$17,060,737**	

2.4.4 MAPPS Deficiency Data

Deficiency Data Grid
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	1	3	5	6	9	10	13	14	20	21	22	23	27	28	29
	Def Assess ID	Site Name	Building Number	Building Name	Deficiency Description	Def Note	System ID	System Name	Uniformat Description	Category Description	Priority	Priority Description	Quantity	Unit	TTL Cost	GOB
	66879	Atlantic Technical College	01	Administration	Exterior Door Hardware Requires Replacement		4	Exterior	Exterior Entrance Doors	Deferred Maintenance	3	Short Term Conditions (2-3 Years)	14	Ea.	$40,354	GOB
	66883	Atlantic Technical College	01	Administration	The Exterior Requires Painting		4	Exterior	Exterior Wall Veneer	Capital Renewal	3	Short Term Conditions (2-3 Years)	5400	SF Wall	$18,434	GOB
	66926	Atlantic Technical College	02	Building 2	The Exterior Requires Painting		4	Exterior	Exterior Wall Veneer	Capital Renewal	3	Short Term Conditions (2-3 Years)	6600	SF Wall	$22,531	GOB
	66927	Atlantic Technical College	02	Building 2	Exterior Door Hardware Requires Replacement		4	Exterior	Exterior Entrance Doors	Deferred Maintenance	3	Short Term Conditions (2-3 Years)	10	Ea.	$28,825	GOB
	67001	Atlantic Technical College	03	Building 3	The Exterior Requires Painting		4	Exterior	Exterior Wall Veneer	Capital Renewal	3	Short Term Conditions (2-3 Years)	12600	SF Wall	$43,013	GOB
	67033	Atlantic Technical College	04	Building 4	The Exterior Requires Painting		4	Exterior	Exterior Wall Veneer	Capital Renewal	3	Short Term Conditions (2-3 Years)	11300	SF Wall	$38,576	GOB
	67050	Atlantic Technical College	05	Building 5	The Exterior Requires Painting		4	Exterior	Exterior Wall Veneer	Capital Renewal	3	Short Term Conditions (2-3 Years)	3960	SF Wall	$13,519	GOB
	67051	Atlantic Technical College	05	Building 5	Exterior Door Hardware Requires Replacement		4	Exterior	Exterior Entrance Doors	Deferred Maintenance	3	Short Term Conditions (2-3 Years)	7	Ea.	$20,177	GOB
	67071	Atlantic Technical College	06	Building 6	The Exterior Requires Painting		4	Exterior	Exterior Wall Veneer	Capital Renewal	3	Short Term Conditions (2-3 Years)	4800	SF Wall	$16,386	GOB
	67103	Atlantic Technical College	07	Building 7	The Exterior Requires Painting		4	Exterior	Exterior Wall Veneer	Capital Renewal	3	Short Term Conditions (2-3 Years)	10080	SF Wall	$34,411	GOB
	67104	Atlantic Technical College	07	Building 7	Exterior Door Hardware Requires Replacement		4	Exterior	Exterior Entrance Doors	Deferred Maintenance	3	Short Term Conditions (2-3 Years)	21	Ea.	$60,532	GOB
	67990	Atlantic Technical College	08	Building 8	The Exterior Requires Painting		4	Exterior	Exterior Wall Veneer	Capital Renewal	3	Short Term Conditions (2-3 Years)	8800	SF Wall	$30,041	GOB
	67992	Atlantic Technical College	10	Building 10	The Exterior Requires Painting		4	Exterior	Exterior Wall Veneer	Capital Renewal	3	Short Term Conditions (2-3 Years)	8800	SF Wall	$30,041	GOB
	67994	Atlantic Technical College	11	Building 11	The Exterior Requires Painting		4	Exterior	Exterior Wall Veneer	Capital Renewal	3	Short Term Conditions (2-3 Years)	7600	SF Wall	$25,945	GOB
	67997	Atlantic Technical College	12	Laboratory	The Exterior Requires Painting		4	Exterior	Exterior Wall Veneer	Capital Renewal	3	Short Term Conditions (2-3 Years)	9600	SF Wall	$32,772	GOB
	68000	Atlantic Technical College	13	Building 13	The Exterior Requires Painting		4	Exterior	Exterior Wall Veneer	Capital Renewal	3	Short Term Conditions (2-3 Years)	9900	SF Wall	$33,455	GOB
	68004	Atlantic Technical College	14	Laboratory	The Exterior Requires Painting		4	Exterior	Exterior Wall Veneer	Capital Renewal	3	Short Term Conditions (2-3 Years)	4600	SF Wall	$15,703	GOB
	68012	Atlantic Technical College	15	Building 15	The Exterior Requires Painting		4	Exterior	Exterior Wall Veneer	Capital Renewal	3	Short Term Conditions (2-3 Years)	13600	SF Wall	$46,427	GOB
	68130	Atlantic Technical College	16	Storage	The Exterior Requires Painting		4	Exterior	Exterior Wall Veneer	Capital Renewal	3	Short Term Conditions (2-3 Years)	800	SF Wall	$2,731	GOB
	68188	Atlantic Technical College	17	Building 17	The Exterior Requires Painting		4	Exterior	Exterior Wall Veneer	Capital Renewal	3	Short Term Conditions (2-3 Years)	16250	SF Wall	$55,474	GOB
	68198	Atlantic Technical College	19	Laboratory	The Exterior Requires Painting		4	Exterior	Exterior Wall Veneer	Capital Renewal	3	Short Term Conditions (2-3 Years)	12003	SF Wall	$23,434	GOB
	68231	Atlantic Technical College	18	Building 18	The Exterior Requires Painting		4	Exterior	Exterior Wall Veneer	Capital Renewal	3	Short Term Conditions (2-3 Years)	7000	SF Wall	$23,434	GOB
	68254	Atlantic Technical College	20	Building 20	The Exterior Requires Painting		4	Exterior	Exterior Wall Veneer	Capital Renewal	3	Short Term Conditions (2-3 Years)	9900	SF Wall	$33,143	GOB
	68380	Atlantic Technical College	22	Storage / Electrical	The Exterior Requires Painting		4	Exterior	Exterior Wall Veneer	Capital Renewal	3	Short Term Conditions (2-3 Years)	280	SF Wall	$937	GOB
	68390	Atlantic Technical College	23	Building Support	The Exterior Requires Painting		4	Exterior	Exterior Wall Veneer	Capital Renewal	3	Short Term Conditions (2-3 Years)	640	SF Wall	$2,143	GOB
	68617	Atlantic Technical College	01	Administration	Exhaust Fan Ventilation Requires Replacement	500 cfm	6	Mechanical	Decentralized Cooling	Capital Renewal	3	Short Term Conditions (2-3 Years)	2	Ea.	$4,215	GOB
	68621	Atlantic Technical College	01	Administration	Controls Require Repair		6	Mechanical	Decentralized Cooling	Deferred Maintenance	2	Indirect Impact to Mission (1 Year)	7253	SF	$11,659	GOB
	68622	Atlantic Technical College	01	Administration	Ductwork Requires Replacement		6	Mechanical	Decentralized Cooling	Capital Renewal	3	Short Term Conditions (2-3 Years)	800	LF	$7,993	GOB
	68628	Atlantic Technical College	01	Administration	Install Fire Sprinklers		9	Fire and Security	Water-Based Fire-Suppression	Code Compliance	1	Mission Critical Concerns	7253	SF	$63,261	GOB
	68646	Atlantic Technical College	02	Building 2	The Exterior Air Handler Is Damaged And Requires Replacement		6	Mechanical	Decentralized Cooling	Capital Renewal	2	Indirect Impact to Mission (1 Year)	1	Ea.	$225,444	GOB
	68653	Atlantic Technical College	02	Building 2	Controls Require Repair		6	Mechanical	Decentralized Cooling	Deferred Maintenance	2	Indirect Impact to Mission (1 Year)	10497	SF	$16,874	GOB
	68660	Atlantic Technical College	02	Building 2	Ductwork Requires Replacement		6	Mechanical	Decentralized Cooling	Capital Renewal	3	Short Term Conditions (2-3 Years)	600	LF	$5,995	GOB
	68674	Atlantic Technical College	02	Building 2	The Air Handler HVAC Component Requires Replacement	5000 cfm	6	Mechanical	Decentralized Cooling	Capital Renewal	3	Short Term Conditions (2-3 Years)	1	Ea.	$56,145	GOB
	68678	Atlantic Technical College	02	Building 2	Install Fire Sprinklers		9	Fire and Security	Water-Based Fire-Suppression	Code Compliance	1	Mission Critical Concerns	10497	SF	$91,555	GOB
	68683	Atlantic Technical College	02	Building 2	The Mechanical / HVAC Piping / System Is Beyond Its Useful Life		6	Mechanical	Facility Hydronic Distribution	Deferred Maintenance	3	Short Term Conditions (2-3 Years)	10497	SF	$77,878	GOB

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Deficiency Data Grid
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1	3	5	6	9	10	13	14	20	21	22	23	27	28	29
Def Assess ID	Site Name	Building Number	Building Name	Deficiency Description	Def Note	System ID	System Name	Uniformat Description	Category Description	Priority	Priority Description	Quantity	Unit	TTL Cost	GOB
68701	Atlantic Technical College	02	Building 2	Duct Heater Requires Replacement		6	Mechanical	Decentralized Heating Equipment	Capital Renewal	3	Short Term Conditions (2-3 Years)	1	Ea.	$5,223	GOB
68702	Atlantic Technical College	03	Building 3	The Exterior Air Handler Is Damaged And Requires Replacement	15000 cfm	6	Mechanical	Decentralized Cooling	Capital Renewal	2	Indirect Impact to Mission (1 Year)	3	Ea.	$076,333	GOB
68703	Atlantic Technical College	03	Building 3	The Roof Condenser Requires Replacement	12 ton	6	Mechanical	Central Cooling	Capital Renewal	3	Short Term Conditions (2-3 Years)	4	TonAC	$6,669	GOB
68705	Atlantic Technical College	03	Building 3	Exhaust Fan Ventilation Requires Replacement	500 each	6	Mechanical	Decentralized Cooling	Capital Renewal	3	Short Term Conditions (2-3 Years)	4	Ea.	$8,431	GOB
68709	Atlantic Technical College	03	Building 3	Make-Up Air Should Be Increased		6	Mechanical	Decentralized Cooling	Functional Deficiency	3	Short Term Conditions (2-3 Years)	13244	SF	$22,222	GOB
68711	Atlantic Technical College	03	Building 3	Kitchen Air/Exhaust is Inadequate and Should be Repaired		6	Mechanical		Deferred Maintenance	3	Short Term Conditions (2-3 Years)	2	Ea.	$4,591	GOB
68712	Atlantic Technical College	03	Building 3	Controls Require Repair		6	Mechanical	Decentralized Cooling	Deferred Maintenance	2	Indirect Impact to Mission (1 Year)	13244	SF	$21,289	GOB
68714	Atlantic Technical College	03	Building 3	Ductwork Requires Replacement		6	Mechanical	Decentralized Cooling	Capital Renewal	3	Short Term Conditions (2-3 Years)	1600	LF	$15,986	GOB
68716	Atlantic Technical College	03	Building 3	The Air Handler HVAC Component Requires Replacement	22500 cfm	6	Mechanical	Decentralized Cooling	Capital Renewal	3	Short Term Conditions (2-3 Years)	3	Ea.	$286,340	GOB
68718	Atlantic Technical College	03	Building 3	Duct Heater Requires Replacement		6	Mechanical	Decentralized Heating Equipment	Capital Renewal	3	Short Term Conditions (2-3 Years)	3	Ea.	$15,668	GOB
68723	Atlantic Technical College	03	Building 3	The Mechanical / HVAC Piping / System Is Beyond Its Useful Life		6	Mechanical	Facility Hydronic Distribution	Deferred Maintenance	3	Short Term Conditions (2-3 Years)	13244	SF	$98,259	GOB
68732	Atlantic Technical College	03	Building 3	Install Fire Sprinklers		9	Fire and Security	Water-Based Fire-Suppression	Code Compliance	1	Mission Critical Concerns	13244	SF	$115,514	GOB
68746	Atlantic Technical College	04	Building 4	The Exterior Air Handler Is Damaged And Requires Replacement	7500 cfm	6	Mechanical	Decentralized Cooling	Capital Renewal	2	Indirect Impact to Mission (1 Year)	1	Ea.	$225,444	GOB
68747	Atlantic Technical College	04	Building 4	The Exterior Metal Cooling Tower Is Damaged And Requires Replacement		6	Mechanical	Central Cooling	Capital Renewal	2	Indirect Impact to Mission (1 Year)	1	Ea.	$64,339	GOB
68749	Atlantic Technical College	04	Building 4	Controls Require Repair		6	Mechanical	Decentralized Cooling	Deferred Maintenance	2	Indirect Impact to Mission (1 Year)	10053	SF	$16,160	GOB
68750	Atlantic Technical College	04	Building 4	The Air Handler HVAC Component Requires Replacement	7500 cfm	6	Mechanical	Decentralized Cooling	Capital Renewal	3	Short Term Conditions (2-3 Years)	1	Ea.	$56,145	GOB
68752	Atlantic Technical College			The Chiller HVAC Component Is Damaged And Requires Replacement	600 tonac	6	Mechanical	Central Cooling	Capital Renewal	2	Indirect Impact to Mission (1 Year)	3	Ea.	$1,125,555	GOB
68753	Atlantic Technical College	04	Building 4	Small HVAC Circulating Pump Requires Replacement	5 hp	6	Mechanical	Decentralized Cooling	Deferred Maintenance	3	Short Term Conditions (2-3 Years)	1	Ea.	$8,117	GOB
68754	Atlantic Technical College	04	Building 4	Steam Heat Exchanger Requires Replacement	water to water	6	Mechanical	Hydronic Distribution Systems	Capital Renewal	3	Short Term Conditions (2-3 Years)	1	Ea.	$29,944	GOB
68755	Atlantic Technical College	04	Building 4	The Window AC Unit Component Requires Replacement		6	Mechanical	Decentralized Cooling	Capital Renewal	3	Short Term Conditions (2-3 Years)	2	Ea.	$4,329	GOB
68756	Atlantic Technical College	04	Building 4	The Mechanical / HVAC Piping / System Is Beyond Its Useful Life		6	Mechanical	Facility Hydronic Distribution	Deferred Maintenance	3	Short Term Conditions (2-3 Years)	10053	SF	$74,584	GOB
68761	Atlantic Technical College	04	Building 4	Install Fire Sprinklers		9	Fire and Security	Water-Based Fire-Suppression	Code Compliance	1	Mission Critical Concerns	10053	SF	$87,682	GOB
68790	Atlantic Technical College	05	Building 5	Controls Require Repair		6	Mechanical	Decentralized Cooling	Deferred Maintenance	2	Indirect Impact to Mission (1 Year)	4080	SF	$6,559	GOB
68792	Atlantic Technical College	05	Building 5	Repair HVAC Piping		6	Mechanical	Air Distribution	Deferred Maintenance	3	Short Term Conditions (2-3 Years)	408	LF	$22,720	GOB
68797	Atlantic Technical College	05	Building 5	Install Fire Sprinklers		9	Fire and Security	Water-Based Fire-Suppression	Code Compliance	1	Mission Critical Concerns	4080	SF	$35,586	GOB
68799	Atlantic Technical College	06	Building 6	The Exterior Air Handler Is Damaged And Requires Replacement	4000 cfm	6	Mechanical	Decentralized Cooling	Capital Renewal	2	Indirect Impact to Mission (1 Year)	1	Ea.	$225,444	GOB
68801	Atlantic Technical College	06	Building 6	Controls Require Repair		6	Mechanical	Decentralized Cooling	Deferred Maintenance	2	Indirect Impact to Mission (1 Year)	3353	SF	$5,390	GOB
68802	Atlantic Technical College	06	Building 6	Ductwork Requires Replacement		6	Mechanical	Decentralized Cooling	Capital Renewal	3	Short Term Conditions (2-3 Years)	480	LF	$4,796	GOB

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Deficiency Data Grid
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1	3	5	6	9	10	13	14	20	21	22	23	27	28	29
Def Assess ID	Site Name	Building Number	Building Name	Deficiency Description	Def Note	Sytem ID	System Name	Uniformat Description	Category Description	Priority	Priority Description	Quantity	Unit	TTL Cost	GOB
68805	Atlantic Technical College	06	Building 6	The Air Handler HVAC Component Requires Replacement	4000 cfm		6Mechanical	Decentralized Cooling	Capital Renewal	3	Short Term Conditions (2-3 Years)	1	Ea.	$56,145	GOB
68808	Atlantic Technical College	06	Building 6	Install Fire Sprinklers			9Fire and Security	Water-Based Fire-Suppression	Code Compliance	1	Mission Critical Concerns	3553	SF	$30,989	GOB
68812	Atlantic Technical College	07	Building 7	Controls Require Repair			6Mechanical	Decentralized Cooling	Deferred Maintenance	2	Indirect Impact to Mission (1 Year)	20950	SF	$33,677	GOB
68813	Atlantic Technical College	07	Building 7	Ductwork Requires Replacement			6Mechanical	Decentralized Cooling	Capital Renewal	3	Short Term Conditions (2-3 Years)	1100	LF	$10,990	GOB
68824	Atlantic Technical College	07	Building 7	Install Fire Sprinklers			9Fire and Security	Water-Based Fire-Suppression	Code Compliance	1	Mission Critical Concerns	20950	SF	$182,726	GOB
68826	Atlantic Technical College	08	Building 8	Exhaust Fan Ventilation Requires Replacement	5000 cfm		6Mechanical	Decentralized Cooling	Capital Renewal	3	Short Term Conditions (2-3 Years)	6	Ea.	$12,646	GOB
68829	Atlantic Technical College	08	Building 8	Controls Require Repair			6Mechanical	Decentralized Cooling	Deferred Maintenance	2	Indirect Impact to Mission (1 Year)	7923	SF	$12,736	GOB
68830	Atlantic Technical College	08	Building 8	Ductwork Requires Replacement			6Mechanical	Decentralized Cooling	Capital Renewal	3	Short Term Conditions (2-3 Years)	1300	LF	$12,989	GOB
68833	Atlantic Technical College	08	Building 8	The Air Handler HVAC Component Requires Replacement	5000/10,000 cfm		6Mechanical	Decentralized Cooling	Capital Renewal	3	Short Term Conditions (2-3 Years)	2	Ea.	$190,893	GOB
68835	Atlantic Technical College	08	Building 8	Duct Heater Requires Replacement			6Mechanical	Decentralized Heating Equipment	Capital Renewal	3	Short Term Conditions (2-3 Years)	2	Ea.	$10,445	GOB
68836	Atlantic Technical College	08	Building 8	The Mechanical / HVAC Piping / System Is Beyond Its Useful Life			6Mechanical	Facility Hydronic Distribution	Deferred Maintenance	3	Short Term Conditions (2-3 Years)	7923	SF	$58,782	GOB
68837	Atlantic Technical College	08	Building 8	Install Fire Sprinklers			9Fire and Security	Water-Based Fire-Suppression	Code Compliance	1	Mission Critical Concerns	7923	SF	$69,105	GOB
68848	Atlantic Technical College	10	Building 10	Controls Require Repair			6Mechanical	Decentralized Cooling	Deferred Maintenance	2	Indirect Impact to Mission (1 Year)	9612	SF	$15,451	GOB
68847	Atlantic Technical College	10	Building 10	Ductwork Requires Replacement			6Mechanical	Decentralized Cooling	Capital Renewal	3	Short Term Conditions (2-3 Years)	1000	LF	$9,991	GOB
68850	Atlantic Technical College	10	Building 10	The Air Handler HVAC Component Requires Replacement	5000 cfm		6Mechanical	Decentralized Cooling	Capital Renewal	3	Short Term Conditions (2-3 Years)	2	Ea.	$190,893	GOB
68851	Atlantic Technical College	10	Building 10	Duct Heater Requires Replacement			6Mechanical	Decentralized Heating Equipment	Capital Renewal	3	Short Term Conditions (2-3 Years)	3	Ea.	$15,668	GOB
68852	Atlantic Technical College	10	Building 10	The Mechanical / HVAC Piping / System Is Beyond Its Useful Life			6Mechanical	Facility Hydronic Distribution	Deferred Maintenance	3	Short Term Conditions (2-3 Years)	9612	SF	$71,312	GOB
68854	Atlantic Technical College	10	Building 10	Install Fire Sprinklers			9Fire and Security	Water-Based Fire-Suppression	Code Compliance	1	Mission Critical Concerns	9612	SF	$83,836	GOB
68855	Atlantic Technical College	11	Building 11	The Exterior Air Handler Is Damaged And Requires Replacement	40000/80000		6Mechanical	Decentralized Cooling	Capital Renewal	2	Indirect Impact to Mission (1 Year)	2	Ea.	$450,889	GOB
68857	Atlantic Technical College	11	Building 11	Exhaust Fan Ventilation Requires Replacement	5000		6Mechanical	Decentralized Cooling	Capital Renewal	3	Short Term Conditions (2-3 Years)	6	Ea.	$12,646	GOB
68902	Atlantic Technical College	11	Building 11	Controls Require Repair			6Mechanical	Decentralized Cooling	Deferred Maintenance	2	Indirect Impact to Mission (1 Year)	7125	SF	$11,453	GOB
68903	Atlantic Technical College	11	Building 11	Ductwork Requires Replacement			6Mechanical	Decentralized Cooling	Capital Renewal	3	Short Term Conditions (2-3 Years)	600	LF	$5,995	GOB
68908	Atlantic Technical College	11	Building 11	The Air Handler HVAC Component Requires Replacement	4000 cfm		6Mechanical	Decentralized Cooling	Capital Renewal	3	Short Term Conditions (2-3 Years)	2	Ea.	$190,893	GOB
68911	Atlantic Technical College	11	Building 11	Duct Heater Requires Replacement			6Mechanical	Decentralized Heating Equipment	Capital Renewal	3	Short Term Conditions (2-3 Years)	2	Ea.	$10,445	GOB
68913	Atlantic Technical College	11	Building 11	The Mechanical / HVAC Piping / System Is Beyond Its Useful Life			6Mechanical	Facility Hydronic Distribution	Deferred Maintenance	3	Short Term Conditions (2-3 Years)	7125	SF	$52,861	GOB
68919	Atlantic Technical College	11	Building 11	Install Fire Sprinklers			9Fire and Security	Water-Based Fire-Suppression	Code Compliance	1	Mission Critical Concerns	7125	SF	$62,144	GOB
68922	Atlantic Technical College	12	Laboratory	The Exterior Condenser Requires Replacement	5 tons		6Mechanical	Evaporative Air-Cooling	Capital Renewal	1	Mission Critical Concerns	1	Ea.	$4,207	GOB
68929	Atlantic Technical College	12	Laboratory	Ductwork Requires Replacement			6Mechanical	Decentralized Cooling	Capital Renewal	3	Short Term Conditions (2-3 Years)	1400	LF	$13,988	GOB
68937	Atlantic Technical College	12	Laboratory	The Mechanical / HVAC Piping / System Is Beyond Its Useful Life			6Mechanical	Facility Hydronic Distribution	Deferred Maintenance	3	Short Term Conditions (2-3 Years)	10908	SF	$80,928	GOB
68942	Atlantic Technical College	12	Laboratory	Install Fire Sprinklers			9Fire and Security	Water-Based Fire-Suppression	Code Compliance	1	Mission Critical Concerns	10908	SF	$95,140	GOB
68944	Atlantic Technical College	13	Building 13	Exhaust Fan Ventilation Requires Replacement	500 cfm		6Mechanical	Decentralized Cooling	Capital Renewal	3	Short Term Conditions (2-3 Years)	4	Ea.	$8,431	GOB

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Deficiency Data Grid
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1	3	5	6	9	10	13	14	20	21	22	23	27	28	29
Def Assess ID	Site Name	Building Number	Building Name	Deficiency Description	Def Note	Sytem ID	System Name	Uniformat Description	Category Description	Priority	Priority Description	Quantity	Unit	TTL Cost	GOB
68947	Atlantic Technical College	13	Building 13	The Air Handler HVAC Component Requires Replacement	7500 cfm		6Mechanical	Decentralized Cooling	Capital Renewal	3	Short Term Conditions (2-3 Years)	1	Ea.	$56,145	GOB
68950	Atlantic Technical College	13	Building 13	Duct Heater Requires Replacement			6Mechanical	Decentralized Heating Equipment	Capital Renewal	3	Short Term Conditions (2-3 Years)	1	Ea.	$5,223	GOB
68970	Atlantic Technical College	13	Building 13	Install Fire Sprinklers			9Fire and Security	Water-Based Fire-Suppression	Code Compliance	1	Mission Critical Concerns	11433	SF	$99,719	GOB
68971	Atlantic Technical College	14	Laboratory	Exhaust Fan Ventilation Requires Replacement	500 cfm		6Mechanical	Decentralized Cooling	Capital Renewal	3	Short Term Conditions (2-3 Years)	3	Ea.	$6,323	GOB
68972	Atlantic Technical College	14	Laboratory	Controls Require Repair			6Mechanical	Decentralized Cooling	Deferred Maintenance	2	Indirect Impact to Mission (1 Year)	5062	SF	$8,137	GOB
68975	Atlantic Technical College	14	Laboratory	Install Fire Sprinklers			9Fire and Security	Water-Based Fire-Suppression	Code Compliance	1	Mission Critical Concerns	5062	SF	$44,151	GOB
68976	Atlantic Technical College	15	Building 15	The Exterior Air Handler Is Damaged And Requires Replacement	7500 cfm		6Mechanical	Decentralized Cooling	Capital Renewal	2	Indirect Impact to Mission (1 Year)	1	Ea.	$225,444	GOB
68977	Atlantic Technical College	15	Building 15	The Air Handler HVAC Component Requires Replacement	7500 cfm		6Mechanical	Decentralized Cooling	Capital Renewal	3	Short Term Conditions (2-3 Years)	1	Ea.	$56,145	GOB
68981	Atlantic Technical College	15	Building 15	Install Fire Sprinklers			9Fire and Security	Water-Based Fire-Suppression	Code Compliance	1	Mission Critical Concerns	15906	SF	$138,732	GOB
68982	Atlantic Technical College	17	Building 17	The Exterior Condenser Requires Replacement	3.5 = 7.0 tonAC		6Mechanical	Evaporative Air-Cooling	Capital Renewal	1	Mission Critical Concerns	2	Ea.	$8,413	GOB
68983	Atlantic Technical College	17	Building 17	The Air Handler HVAC Component Requires Replacement	4000 cfm		6Mechanical	Decentralized Cooling	Capital Renewal	3	Short Term Conditions (2-3 Years)	2	Ea.	$190,893	GOB
68984	Atlantic Technical College	17	Building 17	Duct Heater Requires Replacement			6Mechanical	Decentralized Heating Equipment	Capital Renewal	3	Short Term Conditions (2-3 Years)	2	Ea.	$10,445	GOB
68988	Atlantic Technical College	17	Building 17	Install Fire Sprinklers			9Fire and Security	Water-Based Fire-Suppression	Code Compliance	1	Mission Critical Concerns	11827	SF	$103,155	GOB
68991	Atlantic Technical College	18	Building 18	The Exterior Condenser Requires Replacement	5 ton		6Mechanical	Evaporative Air-Cooling	Capital Renewal	1	Mission Critical Concerns	2	Ea.	$8,250	GOB
68995	Atlantic Technical College	18	Building 18	Controls Require Repair			6Mechanical	Decentralized Controls	Deferred Maintenance	2	Indirect Impact to Mission (1 Year)	5596	SF	$8,822	GOB
68996	Atlantic Technical College	18	Building 18	The Air Handler HVAC Component Requires Replacement	5000 cfm		6Mechanical	Decentralized Cooling	Capital Renewal	3	Short Term Conditions (2-3 Years)	2	Ea.	$187,203	GOB
68998	Atlantic Technical College	18	Building 18	Duct Heater Requires Replacement			6Mechanical	Decentralized Heating Equipment	Capital Renewal	3	Short Term Conditions (2-3 Years)	2	Ea.	$10,243	GOB
69005	Atlantic Technical College	18	Building 18	Install Fire Sprinklers			9Fire and Security	Water-Based Fire-Suppression	Code Compliance	1	Mission Critical Concerns	5596	SF	$47,865	GOB
69009	Atlantic Technical College	19	Laboratory	Ductwork Requires Replacement			6Mechanical	Decentralized Cooling	Capital Renewal	3	Short Term Conditions (2-3 Years)	1500	LF	$14,697	GOB
69013	Atlantic Technical College	19	Laboratory	Duct Heater Requires Replacement			6Mechanical	Decentralized Heating Equipment	Capital Renewal	3	Short Term Conditions (2-3 Years)	1	Ea.	$5,122	GOB
69015	Atlantic Technical College	19	Laboratory	The Mechanical / HVAC Piping / System Is Beyond Its Useful Life			6Mechanical	Facility Hydronic Distribution	Deferred Maintenance	3	Short Term Conditions (2-3 Years)	8926	SF	$64,943	GOB
69017	Atlantic Technical College	19	Laboratory	Install Fire Sprinklers			9Fire and Security	Water-Based Fire-Suppression	Code Compliance	1	Mission Critical Concerns	8926	SF	$76,348	GOB
69018	Atlantic Technical College	20	Building 20	The Exterior Metal Cooling Tower Is Damaged And Requires Replacement	20=20tonAC		6Mechanical	Central Cooling	Capital Renewal	2	Indirect Impact to Mission (1 Year)	1	Ea.	$63,096	GOB
69019	Atlantic Technical College	20	Building 20	The Roof Condenser Requires Replacement	5.0=5.0 tonAC		6Mechanical	Central Cooling	Capital Renewal	3	Short Term Conditions (2-3 Years)	1	TonAC	$1,635	GOB
69020	Atlantic Technical College	20	Building 20	Small HVAC Circulating Pump Requires Replacement	10 hp		6Mechanical	Decentralized Cooling	Deferred Maintenance	3	Short Term Conditions (2-3 Years)	1	Ea.	$7,960	GOB
69022	Atlantic Technical College	20	Building 20	Duct Heater Requires Replacement			6Mechanical	Decentralized Heating Equipment	Capital Renewal	3	Short Term Conditions (2-3 Years)	2	Ea.	$10,243	GOB
69026	Atlantic Technical College	20	Building 20	Install Fire Sprinklers			9Fire and Security	Water-Based Fire-Suppression	Code Compliance	1	Mission Critical Concerns	5542	SF	$47,403	GOB
69027	Atlantic Technical College	23	Building Support	Large HVAC Circulating Pump Requires Replacement	20 hp		6Mechanical	Decentralized Cooling	Deferred Maintenance	2	Indirect Impact to Mission (1 Year)	3	Ea.	$37,127	GOB
69064	Atlantic Technical College	14	Laboratory	The Mechanical / HVAC Piping / System Is Beyond Its Useful Life			6Mechanical	Facility Hydronic Distribution	Deferred Maintenance	3	Short Term Conditions (2-3 Years)	5062	SF	$37,555	GOB
69075	Atlantic Technical College	09	Locker Room	Install Fire Sprinklers			9Fire and Security	Water-Based Fire-Suppression	Code Compliance	1	Mission Critical Concerns	842	SF	$7,344	GOB
69124	Atlantic Technical College	06	Building 6	Duct Heater Requires Replacement			6Mechanical	Decentralized Heating Equipment	Capital Renewal	3	Short Term Conditions (2-3 Years)	1	Ea.	$5,223	GOB

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Def Assess ID	Site Name	Building Number	Building Name	Deficiency Description	Def Note	System ID	System Name	Uniformat Description	Category Description	Priority	Priority Description	Quantity	Unit	TTL Cost	GOB
69130	Atlantic Technical College	06	Building 6	The Mechanical / HVAC Piping / System Is Beyond Its Useful Life.			6Mechanical	Facility Hydronic Distribution	Deferred Maintenance	3	Short Term Conditions (2-3 Years)	3353	SF	$24,876	GOB
69135	Atlantic Technical College	05	Building 5	Large HVAC Circulating Pump Requires Replacement			6Mechanical	Decentralized Cooling	Deferred Maintenance	2	Indirect Impact to Mission (1 Year)	1	Ea.	$12,620	GOB
221201	Atlantic Technical College	03	Building 3	The Small Diameter Exhausts/Hoods Require Replacement			6Mechanical	Exhaust Air	Deferred Maintenance	3	Short Term Conditions (2-3 Years)	1	Ea.	$2,426	GOB
223304	Atlantic Technical College	01	Administration	Rerroofing Required (Broward CPS)			2Roofing	Low-Slope Roofing	Capital Renewal	2	Indirect Impact to Mission (1 Year)	7253	SF	$76,077	GOB
223305	Atlantic Technical College	02	Building 2	Rerroofing with new Decking Required (Broward CPS)			2Roofing	Low-Slope Roofing	Capital Renewal	2	Indirect Impact to Mission (1 Year)	13619	SF	$165,707	GOB
223307	Atlantic Technical College	03	Building 3	Rerroofing with new Decking Required (Broward CPS)			2Roofing	Low-Slope Roofing	Capital Renewal	2	Indirect Impact to Mission (1 Year)	13244	SF	$161,145	GOB
223309	Atlantic Technical College	05	Building 5	Rerroofing Required (Broward CPS)			2Roofing	Low-Slope Roofing	Capital Renewal	2	Indirect Impact to Mission (1 Year)	3723	SF	$39,051	GOB
223310	Atlantic Technical College	06	Building 6	Rerroofing Required (Broward CPS)			2Roofing	Low-Slope Roofing	Capital Renewal	2	Indirect Impact to Mission (1 Year)	3353	SF	$35,170	GOB
223311	Atlantic Technical College	07	Building 7	Rerroofing with new Decking Required (Broward CPS)			2Roofing	Low-Slope Roofing	Capital Renewal	2	Indirect Impact to Mission (1 Year)	20950	SF	$254,906	GOB
223314	Atlantic Technical College	09	Locker Room	Rerroofing with new Decking Required (Broward CPS)			2Roofing	Low-Slope Roofing	Capital Renewal	2	Indirect Impact to Mission (1 Year)	802	SF	$9,758	GOB
223316	Atlantic Technical College	10	Building 10	Rerroofing with new Decking Required (Broward CPS)			2Roofing	Low-Slope Roofing	Capital Renewal	2	Indirect Impact to Mission (1 Year)	8700	SF	$105,856	GOB
223317	Atlantic Technical College	11	Building 11	Rerroofing Required (Broward CPS)			2Roofing	Low-Slope Roofing	Capital Renewal	2	Indirect Impact to Mission (1 Year)	7125	SF	$74,735	GOB
223318	Atlantic Technical College	12	Laboratory	Rerroofing Required (Broward CPS)			2Roofing	Low-Slope Roofing	Capital Renewal	2	Indirect Impact to Mission (1 Year)	10389	SF	$108,971	GOB
223319	Atlantic Technical College	13	Building 13	Rerroofing with new Decking Required (Broward CPS)			2Roofing	Low-Slope Roofing	Capital Renewal	2	Indirect Impact to Mission (1 Year)	11433	SF	$139,109	GOB
223320	Atlantic Technical College	14	Laboratory	Rerroofing with new Decking Required (Broward CPS)			2Roofing	Low-Slope Roofing	Capital Renewal	2	Indirect Impact to Mission (1 Year)	5062	SF	$61,591	GOB
223321	Atlantic Technical College	16	Storage	Rerroofing with new Decking Required (Broward CPS)			2Roofing	Low-Slope Roofing	Capital Renewal	2	Indirect Impact to Mission (1 Year)	200	SF	$2,433	GOB
223322	Atlantic Technical College	17	Building 17	Rerroofing with new Decking Required (Broward CPS)			2Roofing	Low-Slope Roofing	Capital Renewal	2	Indirect Impact to Mission (1 Year)	11827	SF	$143,903	GOB
223323	Atlantic Technical College	18	Building 18	Rerroofing Required (Broward CPS)			2Roofing	Low-Slope Roofing	Capital Renewal	2	Indirect Impact to Mission (1 Year)	6281	SF	$65,882	GOB
223327	Atlantic Technical College	20	Building 20	Rerroofing with new Decking Required (Broward CPS)			2Roofing	Low-Slope Roofing	Capital Renewal	2	Indirect Impact to Mission (1 Year)	5542	SF	$67,432	GOB
223328	Atlantic Technical College	22	Storage / Elecrical	Rerroofing with new Decking Required (Broward CPS)			2Roofing	Low-Slope Roofing	Capital Renewal	2	Indirect Impact to Mission (1 Year)	32	SF	$389	GOB
223329	Atlantic Technical College	23	Building Support	Rerroofing with new Decking Required (Broward CPS)			2Roofing	Low-Slope Roofing	Capital Renewal	2	Indirect Impact to Mission (1 Year)	260	SF	$3,164	GOB
314384	Atlantic Technical College			Aluminum Covered Walkways Require Replacement	Originally part of roof replacement deficiency. Pulled out separate to reflect covered walk canopy pricing.		2Roofing	Canopy Roofing	Capital Renewal	2	Indirect Impact to Mission (1 Year)	22034	SF	$135,625	GOB
314385	Atlantic Technical College			Aluminum Covered Walkways Require Replacement	Originally part of roof replacement deficiency. Pulled out separate to reflect covered walk canopy pricing.		2Roofing	Canopy Roofing	Capital Renewal	2	Indirect Impact to Mission (1 Year)	4255	SF	$26,191	GOB
314585	Atlantic Technical College			Aluminum Covered Walkways Require Replacement	Originally part of roof replacement deficiency. Pulled out separate to reflect covered walk canopy pricing.		2Roofing	Canopy Roofing	Capital Renewal	2	Indirect Impact to Mission (1 Year)	1029	SF	$6,328	GOB
314586	Atlantic Technical College			Aluminum Covered Walkways Require Replacement	Originally part of roof replacement deficiency. Pulled out separate to reflect covered walk canopy pricing.		2Roofing	Canopy Roofing	Capital Renewal	2	Indirect Impact to Mission (1 Year)	5702	SF	$35,097	GOB
314587	Atlantic Technical College			Aluminum Covered Walkways Require Replacement	Originally part of roof replacement deficiency. Pulled out separate to reflect covered walk canopy pricing.		2Roofing	Canopy Roofing	Capital Renewal	2	Indirect Impact to Mission (1 Year)	2628	SF	$16,176	GOB

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Deficiency Data Grid
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Def Assess ID	Site Name	Building Number	Building Name	Deficiency Description	Def Note	System ID	System Name	Uniformat Description	Category Description	Priority	Priority Description	Quantity	Unit	TTL Cost	GOB
314588	Atlantic Technical College			Aluminum Covered Walkways Require Replacement	Originally part of roof replacement deficiency. Pulled out separate to reflect covered walk canopy pricing.	2	Roofing	Canopy Roofing	Capital Renewal	2	Indirect Impact to Mission (1 Year)	2390	SF	$14,711	GOB
314589	Atlantic Technical College			Aluminum Covered Walkways Require Replacement	Originally part of roof replacement deficiency. Pulled out separate to reflect covered walk canopy pricing.	2	Roofing	Canopy Roofing	Capital Renewal	2	Indirect Impact to Mission (1 Year)	3810	SF	$23,452	GOB
314590	Atlantic Technical College			Aluminum Covered Walkways Require Replacement	Originally part of roof replacement deficiency. Pulled out separate to reflect covered walk canopy pricing.	2	Roofing	Canopy Roofing	Capital Renewal	2	Indirect Impact to Mission (1 Year)	2661	SF	$16,379	GOB
314591	Atlantic Technical College			Aluminum Covered Walkways Require Replacement	Originally part of roof replacement deficiency. Pulled out separate to reflect covered walk canopy pricing.	2	Roofing	Canopy Roofing	Capital Renewal	2	Indirect Impact to Mission (1 Year)	3520	SF	$21,667	GOB
316252	Atlantic Technical College	10	Building 10	Media Center requires renovation based on condition of room(s)	Room design = 380	26	Other	Educational Enhancement Improvements	Capital Renewal	2	Indirect Impact to Mission (1 Year)	1	LS	$117,641	GOB

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2.4.5 MAPPS Deficiency Detail

Broward County Public Schools — **Deficiency Detail**

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290 Atlantic Technical College

Location: **Atlantic Technical College->Admin**

Deficiency:

Assess ID	**66879**	Surveyor/Update	**Zindy Agredo**
Defeciency Code ID	**A45-03**		
Status	**Estimated**	FCI	**Yes**
Life Cycle			
Deficiency	**Exterior Door Hardware Requires Replacement**		
Category	**Deferred Maintenance**	System	**Exterior**
Priority	**3-Short Term Conditions (2-3 Years)**	Functional Adequacy	**Non Related**
Correction	**Replace exterior door with ADA compliant hardware**	Quantity / UoM	
Project(s) Note			

Estimate:

Type	Number	Description	Qty	UoM	Price	Extension
U	080505105585	Door demolition, panic device, remove	14	Ea.	48.00	$672
U	087120152250	Door hardware, school, single, exterior, incl. lever, panic device	14	Door	1,600.00	$22,400
				Sub Total		**$23,072**
				Construction Adjustment	35%	7,960
				Construction Cost		**$31,032**
				Adjustment Factor	0%	0
				Soft Cost Adjustment	48%	15,035
				Total Estimated Amount		**$46,067**

Atlantic Technical College 290

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Broward County Public Schools

Deficiency Detail

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290 Atlantic Technical College

Location: **Atlantic Technical College->Admin**

Deficiency:

Assess ID	**66883**	Surveyor/Update	**Zindy Agredo**
Defeciency Code ID	**A26-01**		
Status	**Estimated**	FCI	**Yes**
Life Cycle	**12525**		
Deficiency	**The Exterior Requires Painting**		
Category	**Capital Renewal**	System	**Exterior**
Priority	**3-Short Term Conditions (2-3 Years)**	Functional Adequacy	**Non Related**
Correction	**Paint Building Exterior**	Quantity / UoM	
Project(s) Note			

Estimate:

Type	Number	Description	Qty	UoM	Price	Extension
U	099123528400	Paints & coatings, miscellaneous interior, cornice, ornate design, paint 1 coat, oil base, brushwork	797	SF	1.57	$1,252
U	099113601800	Paints & coatings, siding, exterior, Texture 1-111 or clapboard, oil base, primer coat, brushwork	5,400	SF	0.93	$5,022
U	099103300080	Surface preparation, exterior, doors, per side, wire brush, metal, flush, excl. frames or trim	5,400	SF	0.79	$4,266
				Sub Total		**$10,540**
				Construction Adjustment	35%	3,636
				Construction Cost		**$14,176**
				Adjustment Factor	0%	0
				Soft Cost Adjustment	48%	6,868
				Total Estimated Amount		**$21,044**

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Broward County Public Schools

Deficiency Detail

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290 Atlantic Technical College

Location: **Atlantic Technical College->Bldg 2**

Deficiency:

Assess ID	**66926**	Surveyor/Update	**Zindy Agredo**
Defeciency Code ID	**A26-01**		
Status	**Estimated**	FCI	**Yes**
Life Cycle	**12723**		

Deficiency	**The Exterior Requires Painting**		
Category	**Capital Renewal**	System	**Exterior**
Priority	**3-Short Term Conditions (2-3 Years)**	Functional Adequacy	**Non Related**
Correction	**Paint Building Exterior**	Quantity / UoM	
Project(s) Note			

Estimate:

Type	Number	Description	Qty	UoM	Price	Extension
U	099123528400	Paints & coatings, miscellaneous interior, cornice, ornate design, paint 1 coat, oil base, brushwork	974	SF	1.57	$1,530
U	099113601800	Paints & coatings, siding, exterior, Texture 1-111 or clapboard, oil base, primer coat, brushwork	6,600	SF	0.93	$6,138
U	099103300080	Surface preparation, exterior, doors, per side, wire brush, metal, flush, excl. frames or trim	6,600	SF	0.79	$5,214
				Sub Total		**$12,882**
				Construction Adjustment	35%	4,444
				Construction Cost		**$17,326**
				Adjustment Factor	0%	0
				Soft Cost Adjustment	48%	8,394
				Total Estimated Amount		**$25,720**

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Broward County Public Schools

Deficiency Detail

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290 Atlantic Technical College

Location: **Atlantic Technical College->Bldg 2**

Deficiency:

Assess ID	**66927**	Surveyor/Update	**Zindy Agredo**
Defeciency Code ID	**A45-03**		
Status	**Estimated**	FCI	**Yes**
Life Cycle			

Deficiency	**Exterior Door Hardware Requires Replacement**		
Category	**Deferred Maintenance**	System	**Exterior**
Priority	**3-Short Term Conditions (2-3 Years)**	Functional Adequacy	**Non Related**
Correction	**Replace exterior door with ADA compliant hardware**	Quantity / UoM	
Project(s) Note			

Estimate:

Type	Number	Description	Qty	UoM	Price	Extension
U	080505105585	Door demolition, panic device, remove	10	Ea.	48.00	$480
U	087120152250	Door hardware, school, single, exterior, incl. lever, panic device	10	Door	1,600.00	$16,000
				Sub Total		**$16,480**
				Construction Adjustment	35%	5,686
				Construction Cost		**$22,166**
				Adjustment Factor	0%	0
				Soft Cost Adjustment	48%	10,739
				Total Estimated Amount		**$32,905**

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Broward County Public Schools

Deficiency Detail

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290 Atlantic Technical College

Location: **Atlantic Technical College->Bldg 3**

Deficiency:

Assess ID	**67001**	Surveyor/Update	**Zindy Agredo**
Defeciency Code ID	**A26-01**		
Status	**Estimated**	FCI	**Yes**
Life Cycle	**12766**		

Deficiency	**The Exterior Requires Painting**		
Category	**Capital Renewal**	System	**Exterior**
Priority	**3-Short Term Conditions (2-3 Years)**	Functional Adequacy	**Non Related**
Correction	**Paint Building Exterior**	Quantity / UoM	
Project(s) Note			

Estimate:

Type	Number	Description	Qty	UoM	Price	Extension
U	099123528400	Paints & coatings, miscellaneous interior, cornice, ornate design, paint 1 coat, oil base, brushwork	1,860	SF	1.57	$2,920
U	099113601800	Paints & coatings, siding, exterior, Texture 1-111 or clapboard, oil base, primer coat, brushwork	12,600	SF	0.93	$11,718
U	099103300080	Surface preparation, exterior, doors, per side, wire brush, metal, flush, excl. frames or trim	12,600	SF	0.79	$9,954
				Sub Total		**$24,592**
				Construction Adjustment	35%	8,484
				Construction Cost		**$33,077**
				Adjustment Factor	0%	0
				Soft Cost Adjustment	48%	16,026
				Total Estimated Amount		**$49,102**

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Broward County Public Schools

Deficiency Detail

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290 Atlantic Technical College

Location: **Atlantic Technical College->Bldg 4**

Deficiency:

Assess ID	**67033**	Surveyor/Update	**Zindy Agredo**
Defeciency Code ID	**A26-01**		
Status	**Estimated**	FCI	**Yes**
Life Cycle	**12853**		
Deficiency	**The Exterior Requires Painting**		
Category	**Capital Renewal**	System	**Exterior**
Priority	**3-Short Term Conditions (2-3 Years)**	Functional Adequacy	**Non Related**
Correction	**Paint Building Exterior**	Quantity / UoM	
Project(s) Note			

Estimate:

Type	Number	Description	Qty	UoM	Price	Extension
U	099123528400	Paints & coatings, miscellaneous interior, cornice, ornate design, paint 1 coat, oil base, brushwork	1,668	SF	1.57	$2,619
U	099113601800	Paints & coatings, siding, exterior, Texture 1-111 or clapboard, oil base, primer coat, brushwork	11,300	SF	0.93	$10,509
U	099103300080	Surface preparation, exterior, doors, per side, wire brush, metal, flush, excl. frames or trim	11,300	SF	0.79	$8,927
				Sub Total		**$22,055**
				Construction Adjustment	35%	7,609
				Construction Cost		**$29,664**
				Adjustment Factor	0%	0
				Soft Cost Adjustment	48%	14,372
				Total Estimated Amount		**$44,036**

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Deficiency Detail

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290 Atlantic Technical College

Location: **Atlantic Technical College->Bldg 5**

Deficiency:

Assess ID	**67050**	Surveyor/Update	**Zindy Agredo**
Defeciency Code ID	**A26-01**		
Status	**Estimated**	FCI	**Yes**
Life Cycle	**12906**		
Deficiency	**The Exterior Requires Painting**		
Category	**Capital Renewal**	System	**Exterior**
Priority	**3-Short Term Conditions (2-3 Years)**	Functional Adequacy	**Non Related**
Correction	**Paint Building Exterior**	Quantity / UoM	
Project(s) Note			

Estimate:

Type	Number	Description	Qty	UoM	Price	Extension
U	099123528400	Paints & coatings, miscellaneous interior, cornice, ornate design, paint 1 coat, oil base, brushwork	585	SF	1.57	$918
U	099113601800	Paints & coatings, siding, exterior, Texture 1-111 or clapboard, oil base, primer coat, brushwork	3,960	SF	0.93	$3,683
U	099103300080	Surface preparation, exterior, doors, per side, wire brush, metal, flush, excl. frames or trim	3,960	SF	0.79	$3,128
				Sub Total		**$7,729**
				Construction Adjustment	35%	2,666
				Construction Cost		**$10,395**
				Adjustment Factor	0%	0
				Soft Cost Adjustment	48%	5,037
				Total Estimated Amount		**$15,432**

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Broward County Public Schools

Deficiency Detail

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290 Atlantic Technical College

Location: **Atlantic Technical College->Bldg 5**

Deficiency:

Assess ID	**67051**	Surveyor/Update	**Zindy Agredo**
Defeciency Code ID	**A45-03**		
Status	**Estimated**	FCI	**Yes**
Life Cycle			

Deficiency	**Exterior Door Hardware Requires Replacement**		
Category	**Deferred Maintenance**	System	**Exterior**
Priority	**3-Short Term Conditions (2-3 Years)**	Functional Adequacy	**Non Related**
Correction	**Replace exterior door with ADA compliant hardware**	Quantity / UoM	
Project(s) Note			

Estimate:

Type	Number	Description	Qty	UoM	Price	Extension
U	080505105585	Door demolition, panic device, remove	7	Ea.	48.00	$336
U	087120152250	Door hardware, school, single, exterior, incl. lever, panic device	7	Door	1,600.00	$11,200
				Sub Total		**$11,536**
				Construction Adjustment	35%	3,980
				Construction Cost		**$15,516**
				Adjustment Factor	0%	0
				Soft Cost Adjustment	48%	7,517
				Total Estimated Amount		**$23,033**

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Deficiency Detail

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290 Atlantic Technical College

Location: **Atlantic Technical College->Bldg 6**

Deficiency:

Assess ID	**67071**	Surveyor/Update	**Zindy Agredo**
Defeciency Code ID	**A26-01**		
Status	**Estimated**	FCI	**Yes**
Life Cycle	**12932**		
Deficiency	**The Exterior Requires Painting**		
Category	**Capital Renewal**	System	**Exterior**
Priority	**3-Short Term Conditions (2-3 Years)**	Functional Adequacy	**Non Related**
Correction	**Paint Building Exterior**	Quantity / UoM	
Project(s) Note			

Estimate:

Type	Number	Description	Qty	UoM	Price	Extension
U	099123528400	Paints & coatings, miscellaneous interior, cornice, ornate design, paint 1 coat, oil base, brushwork	709	SF	1.57	$1,112
U	099113601800	Paints & coatings, siding, exterior, Texture 1-111 or clapboard, oil base, primer coat, brushwork	4,800	SF	0.93	$4,464
U	099103300080	Surface preparation, exterior, doors, per side, wire brush, metal, flush, excl. frames or trim	4,800	SF	0.79	$3,792
		Sub Total				**$9,368**
		Construction Adjustment			35%	3,232
		Construction Cost				**$12,601**
		Adjustment Factor			0%	0
		Soft Cost Adjustment			48%	6,105
		Total Estimated Amount				**$18,706**

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Deficiency Detail

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290 Atlantic Technical College

Location: **Atlantic Technical College->Bldg 7**

Deficiency:

Assess ID	**67103**	Surveyor/Update	**Zindy Agredo**
Defeciency Code ID	**A26-01**		
Status	**Estimated**	FCI	**Yes**
Life Cycle	**14170**		
Deficiency	**The Exterior Requires Painting**		
Category	**Capital Renewal**	System	**Exterior**
Priority	**3-Short Term Conditions (2-3 Years)**	Functional Adequacy	**Non Related**
Correction	**Paint Building Exterior**	Quantity / UoM	
Project(s) Note			

Estimate:

Type	Number	Description	Qty	UoM	Price	Extension
U	099123528400	Paints & coatings, miscellaneous interior, cornice, ornate design, paint 1 coat, oil base, brushwork	1,488	SF	1.57	$2,336
U	099113601800	Paints & coatings, siding, exterior, Texture 1-111 or clapboard, oil base, primer coat, brushwork	10,080	SF	0.93	$9,374
U	099103300080	Surface preparation, exterior, doors, per side, wire brush, metal, flush, excl. frames or trim	10,080	SF	0.79	$7,963
				Sub Total		**$19,674**
				Construction Adjustment	35%	6,787
				Construction Cost		**$26,461**
				Adjustment Factor	0%	0
				Soft Cost Adjustment	48%	12,820
				Total Estimated Amount		**$39,282**

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Deficiency Detail

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290 Atlantic Technical College

Location: **Atlantic Technical College->Bldg 7**

Deficiency:

Assess ID	**67104**	Surveyor/Update	**Zindy Agredo**
Defeciency Code ID	**A45-03**		
Status	**Estimated**	FCI	**Yes**
Life Cycle			

Deficiency	**Exterior Door Hardware Requires Replacement**		
Category	**Deferred Maintenance**	System	**Exterior**
Priority	**3-Short Term Conditions (2-3 Years)**	Functional Adequacy	**Non Related**
Correction	**Replace exterior door with ADA compliant hardware**	Quantity / UoM	
Project(s) Note			

Estimate:

Type	Number	Description	Qty	UoM	Price	Extension
U	080505105585	Door demolition, panic device, remove	21	Ea.	48.00	$1,008
U	087120152250	Door hardware, school, single, exterior, incl. lever, panic device	21	Door	1,600.00	$33,600
				Sub Total		**$34,608**
				Construction Adjustment	35%	11,940
				Construction Cost		**$46,548**
				Adjustment Factor	0%	0
				Soft Cost Adjustment	48%	22,552
				Total Estimated Amount		**$69,100**

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Deficiency Detail

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290 Atlantic Technical College

Location: **Atlantic Technical College->Bldg 8**

Deficiency:

Assess ID	**67990**	Surveyor/Update	**Zindy Agredo**
Defeciency Code ID	**A26-01**		
Status	**Estimated**	FCI	**Yes**
Life Cycle			
Deficiency	**The Exterior Requires Painting**		
Category	**Capital Renewal**	System	**Exterior**
Priority	**3-Short Term Conditions (2-3 Years)**	Functional Adequacy	**Non Related**
Correction	**Paint Building Exterior**	Quantity / UoM	
Project(s) Note			

Estimate:

Type	Number	Description	Qty	UoM	Price	Extension
U	099123528400	Paints & coatings, miscellaneous interior, cornice, ornate design, paint 1 coat, oil base, brushwork	1,299	SF	1.57	$2,040
U	099113601800	Paints & coatings, siding, exterior, Texture 1-111 or clapboard, oil base, primer coat, brushwork	8,800	SF	0.93	$8,184
U	099103300080	Surface preparation, exterior, doors, per side, wire brush, metal, flush, excl. frames or trim	8,800	SF	0.79	$6,952
				Sub Total		**$17,176**
				Construction Adjustment	35%	5,926
				Construction Cost		**$23,101**
				Adjustment Factor	0%	0
				Soft Cost Adjustment	48%	11,192
				Total Estimated Amount		**$34,294**

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Deficiency Detail

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290 Atlantic Technical College

Location: **Atlantic Technical College->Bldg 10**

Deficiency:

Assess ID	**67992**	Surveyor/Update	**Zindy Agredo**
Defeciency Code ID	**A26-01**		
Status	**Estimated**	FCI	**Yes**
Life Cycle	**14228**		
Deficiency	**The Exterior Requires Painting**		
Category	**Capital Renewal**	System	**Exterior**
Priority	**3-Short Term Conditions (2-3 Years)**	Functional Adequacy	**Non Related**
Correction	**Paint Building Exterior**	Quantity / UoM	
Project(s) Note			

Estimate:

Type	Number	Description	Qty	UoM	Price	Extension
U	099123528400	Paints & coatings, miscellaneous interior, cornice, ornate design, paint 1 coat, oil base, brushwork	1,299	SF	1.57	$2,040
U	099113601800	Paints & coatings, siding, exterior, Texture 1-111 or clapboard, oil base, primer coat, brushwork	8,800	SF	0.93	$8,184
U	099103300080	Surface preparation, exterior, doors, per side, wire brush, metal, flush, excl. frames or trim	8,800	SF	0.79	$6,952
				Sub Total		**$17,176**
				Construction Adjustment	35%	5,926
				Construction Cost		**$23,101**
				Adjustment Factor	0%	0
				Soft Cost Adjustment	48%	11,192
				Total Estimated Amount		**$34,294**

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Deficiency Detail

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290 Atlantic Technical College

Location: **Atlantic Technical College->Bldg 11**

Deficiency:

Assess ID	**67994**	Surveyor/Update	**Zindy Agredo**
Defeciency Code ID	**A26-01**		
Status	**Estimated**	FCI	**Yes**
Life Cycle	**14253**		
Deficiency	**The Exterior Requires Painting**		
Category	**Capital Renewal**	System	**Exterior**
Priority	**3-Short Term Conditions (2-3 Years)**	Functional Adequacy	**Non Related**
Correction	**Paint Building Exterior**	Quantity / UoM	
Project(s) Note			

Estimate:

Type	Number	Description	Qty	UoM	Price	Extension
U	099123528400	Paints & coatings, miscellaneous interior, cornice, ornate design, paint 1 coat, oil base, brushwork	1,122	SF	1.57	$1,761
U	099113601800	Paints & coatings, siding, exterior, Texture 1-111 or clapboard, oil base, primer coat, brushwork	7,600	SF	0.93	$7,068
U	099103300080	Surface preparation, exterior, doors, per side, wire brush, metal, flush, excl. frames or trim	7,600	SF	0.79	$6,004
				Sub Total		**$14,833**
				Construction Adjustment	35%	5,118
				Construction Cost		**$19,951**
				Adjustment Factor	0%	0
				Soft Cost Adjustment	48%	9,666
				Total Estimated Amount		**$29,617**

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Deficiency Detail

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290 Atlantic Technical College

Location: **Atlantic Technical College->Lab**

Deficiency:

Assess ID	**67997**	Surveyor/Update	**Zindy Agredo**
Defeciency Code ID	**A26-01**		
Status	**Estimated**	FCI	**Yes**
Life Cycle	**14267**		
Deficiency	**The Exterior Requires Painting**		
Category	**Capital Renewal**	System	**Exterior**
Priority	**3-Short Term Conditions (2-3 Years)**	Functional Adequacy	**Non Related**
Correction	**Paint Building Exterior**	Quantity / UoM	
Project(s) Note			

Estimate:

Type	Number	Description	Qty	UoM	Price	Extension
U	099123528400	Paints & coatings, miscellaneous interior, cornice, ornate design, paint 1 coat, oil base, brushwork	1,417	SF	1.57	$2,225
U	099113601800	Paints & coatings, siding, exterior, Texture 1-111 or clapboard, oil base, primer coat, brushwork	9,600	SF	0.93	$8,928
U	099103300080	Surface preparation, exterior, doors, per side, wire brush, metal, flush, excl. frames or trim	9,600	SF	0.79	$7,584
				Sub Total		**$18,737**
				Construction Adjustment	35%	6,464
				Construction Cost		**$25,201**
				Adjustment Factor	0%	0
				Soft Cost Adjustment	48%	12,210
				Total Estimated Amount		**$37,411**

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Deficiency Detail

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290 Atlantic Technical College

Location: **Atlantic Technical College->Bldg 13**

Deficiency:

Assess ID	**68000**	Surveyor/Update	**Zindy Agredo**
Defeciency Code ID	**A26-01**		
Status	**Estimated**	FCI	**Yes**
Life Cycle	**14290**		

Deficiency	**The Exterior Requires Painting**		
Category	**Capital Renewal**	System	**Exterior**
Priority	**3-Short Term Conditions (2-3 Years)**	Functional Adequacy	**Non Related**
Correction	**Paint Building Exterior**	Quantity / UoM	
Project(s) Note			

Estimate:

Type	Number	Description	Qty	UoM	Price	Extension
U	099123528400	Paints & coatings, miscellaneous interior, cornice, ornate design, paint 1 coat, oil base, brushwork	1,447	SF	1.57	$2,271
U	099113601800	Paints & coatings, siding, exterior, Texture 1-111 or clapboard, oil base, primer coat, brushwork	9,800	SF	0.93	$9,114
U	099103300080	Surface preparation, exterior, doors, per side, wire brush, metal, flush, excl. frames or trim	9,800	SF	0.79	$7,742
				Sub Total		**$19,127**
				Construction Adjustment	35%	6,599
				Construction Cost		**$25,726**
				Adjustment Factor	0%	0
				Soft Cost Adjustment	48%	12,464
				Total Estimated Amount		**$38,191**

Broward County Public Schools

Deficiency Detail

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290 Atlantic Technical College

Location: **Atlantic Technical College->Lab**

Deficiency:

Assess ID	**68004**	Surveyor/Update	**Zindy Agredo**
Defeciency Code ID	**A26-01**		
Status	**Estimated**	FCI	**Yes**
Life Cycle	**14322**		

Deficiency	**The Exterior Requires Painting**		
Category	**Capital Renewal**	System	**Exterior**
Priority	**3-Short Term Conditions (2-3 Years)**	Functional Adequacy	**Non Related**
Correction	**Paint Building Exterior**	Quantity / UoM	
Project(s) Note			

Estimate:

Type	Number	Description	Qty	UoM	Price	Extension
U	099123528400	Paints & coatings, miscellaneous interior, cornice, ornate design, paint 1 coat, oil base, brushwork	679	SF	1.57	$1,066
U	099113601800	Paints & coatings, siding, exterior, Texture 1-111 or clapboard, oil base, primer coat, brushwork	4,600	SF	0.93	$4,278
U	099103300080	Surface preparation, exterior, doors, per side, wire brush, metal, flush, excl. frames or trim	4,600	SF	0.79	$3,634
				Sub Total		**$8,978**
				Construction Adjustment	35%	3,097
				Construction Cost		**$12,076**
				Adjustment Factor	0%	0
				Soft Cost Adjustment	48%	5,851
				Total Estimated Amount		**$17,926**

Broward County Public Schools

Deficiency Detail

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290 Atlantic Technical College

Location: **Atlantic Technical College->Bldg 15**

Deficiency:

Assess ID	**68012**	Surveyor/Update	**Zindy Agredo**
Defeciency Code ID	**A26-01**		
Status	**Estimated**	FCI	**Yes**
Life Cycle	**14340**		
Deficiency	**The Exterior Requires Painting**		
Category	**Capital Renewal**	System	**Exterior**
Priority	**3-Short Term Conditions (2-3 Years)**	Functional Adequacy	**Non Related**
Correction	**Paint Building Exterior**	Quantity / UoM	
Project(s) Note			

Estimate:

Type	Number	Description	Qty	UoM	Price	Extension
U	099123528400	Paints & coatings, miscellaneous interior, cornice, ornate design, paint 1 coat, oil base, brushwork	2,008	SF	1.57	$3,152
U	099113601800	Paints & coatings, siding, exterior, Texture 1-111 or clapboard, oil base, primer coat, brushwork	13,600	SF	0.93	$12,648
U	099103300080	Surface preparation, exterior, doors, per side, wire brush, metal, flush, excl. frames or trim	13,600	SF	0.79	$10,744
				Sub Total		**$26,544**
				Construction Adjustment	35%	9,158
				Construction Cost		**$35,702**
				Adjustment Factor	0%	0
				Soft Cost Adjustment	48%	17,297
				Total Estimated Amount		**$52,999**

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Deficiency Detail

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290 Atlantic Technical College

Location: **Atlantic Technical College->Sto**

Deficiency:

Assess ID	**68130**	Surveyor/Update	**Zindy Agredo**
Defeciency Code ID	**A26-01**		
Status	**Estimated**	FCI	**Yes**
Life Cycle	**14552**		
Deficiency	**The Exterior Requires Painting**		
Category	**Capital Renewal**	System	**Exterior**
Priority	**3-Short Term Conditions (2-3 Years)**	Functional Adequacy	**Non Related**
Correction	**Paint Building Exterior**	Quantity / UoM	
Project(s) Note			

Estimate:

Type	Number	Description	Qty	UoM	Price	Extension
U	099123528400	Paints & coatings, miscellaneous interior, cornice, ornate design, paint 1 coat, oil base, brushwork	118	SF	1.57	$185
U	099113601800	Paints & coatings, siding, exterior, Texture 1-111 or clapboard, oil base, primer coat, brushwork	800	SF	0.93	$744
U	099103300080	Surface preparation, exterior, doors, per side, wire brush, metal, flush, excl. frames or trim	800	SF	0.79	$632
				Sub Total		**$1,561**
				Construction Adjustment	35%	539
				Construction Cost		**$2,100**
				Adjustment Factor	0%	0
				Soft Cost Adjustment	48%	1,017
				Total Estimated Amount		**$3,118**

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Broward County Public Schools

Deficiency Detail

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290 Atlantic Technical College

Location: **Atlantic Technical College->Bldg 17**

Deficiency:

Assess ID	**68189**	Surveyor/Update	**Zindy Agredo**
Defeciency Code ID	**A26-01**		
Status	**Estimated**	FCI	**Yes**
Life Cycle	**14617**		
Deficiency	**The Exterior Requires Painting**		
Category	**Capital Renewal**	System	**Exterior**
Priority	**3-Short Term Conditions (2-3 Years)**	Functional Adequacy	**Non Related**
Correction	**Paint Building Exterior**	Quantity / UoM	
Project(s) Note			

Estimate:

Type	Number	Description	Qty	UoM	Price	Extension
U	099123528400	Paints & coatings, miscellaneous interior, cornice, ornate design, paint 1 coat, oil base, brushwork	2,399	SF	1.57	$3,766
U	099113601800	Paints & coatings, siding, exterior, Texture 1-111 or clapboard, oil base, primer coat, brushwork	16,250	SF	0.93	$15,113
U	099103300080	Surface preparation, exterior, doors, per side, wire brush, metal, flush, excl. frames or trim	16,250	SF	0.79	$12,838
		Sub Total				**$31,716**
		Construction Adjustment			35%	10,942
		Construction Cost				**$42,658**
		Adjustment Factor			0%	0
		Soft Cost Adjustment			48%	20,668
		Total Estimated Amount				**$63,326**

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Deficiency Detail

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290 Atlantic Technical College

Location: **Atlantic Technical College->Lab**

Deficiency:

Assess ID	**68198**	Surveyor/Update	**Zindy Agredo**
Defeciency Code ID	**A26-01**		
Status	**Estimated**	FCI	**Yes**
Life Cycle			
Deficiency	**The Exterior Requires Painting**		
Category	**Capital Renewal**	System	**Exterior**
Priority	**3-Short Term Conditions (2-3 Years)**	Functional Adequacy	**Non Related**
Correction	**Paint Building Exterior**	Quantity / UoM	
Project(s) Note			

Estimate:

Type	Number	Description	Qty	UoM	Price	Extension
U	099123528400	Paints & coatings, miscellaneous interior, cornice, ornate design, paint 1 coat, oil base, brushwork	1,033	SF	1.57	$1,622
U	099113601800	Paints & coatings, siding, exterior, Texture 1-111 or clapboard, oil base, primer coat, brushwork	7,000	SF	0.93	$6,510
U	099103300080	Surface preparation, exterior, doors, per side, wire brush, metal, flush, excl. frames or trim	7,000	SF	0.79	$5,530
				Sub Total		**$13,662**
				Construction Adjustment	35%	4,714
				Construction Cost		**$18,376**
				Adjustment Factor	0%	0
				Soft Cost Adjustment	46%	8,376
				Total Estimated Amount		**$26,752**

Broward County Public Schools

Deficiency Detail

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290 Atlantic Technical College

Location: **Atlantic Technical College->Bldg 18**

Deficiency:

Assess ID	**68231**	Surveyor/Update	**Zindy Agredo**
Defeciency Code ID	**A26-01**		
Status	**Estimated**	FCI	**Yes**
Life Cycle	**14757**		
Deficiency	**The Exterior Requires Painting**		
Category	**Capital Renewal**	System	**Exterior**
Priority	**3-Short Term Conditions (2-3 Years)**	Functional Adequacy	**Non Related**
Correction	**Paint Building Exterior**	Quantity / UoM	
Project(s) Note			

Estimate:

Type	Number	Description	Qty	UoM	Price	Extension
U	099123528400	Paints & coatings, miscellaneous interior, cornice, ornate design, paint 1 coat, oil base, brushwork	1,033	SF	1.57	$1,622
U	099113601800	Paints & coatings, siding, exterior, Texture 1-111 or clapboard, oil base, primer coat, brushwork	7,000	SF	0.93	$6,510
U	099103300080	Surface preparation, exterior, doors, per side, wire brush, metal, flush, excl. frames or trim	7,000	SF	0.79	$5,530
				Sub Total		**$13,662**
				Construction Adjustment	35%	4,714
				Construction Cost		**$18,376**
				Adjustment Factor	0%	0
				Soft Cost Adjustment	46%	8,376
				Total Estimated Amount		**$26,752**

Broward County Public Schools

Deficiency Detail

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290 Atlantic Technical College

Location: **Atlantic Technical College->Bldg 20**

Deficiency:

Assess ID	**68254**	Surveyor/Update	**Zindy Agredo**
Defeciency Code ID	**A26-01**		
Status	**Estimated**	FCI	**Yes**
Life Cycle			
Deficiency	**The Exterior Requires Painting**		
Category	**Capital Renewal**	System	**Exterior**
Priority	**3-Short Term Conditions (2-3 Years)**	Functional Adequacy	**Non Related**
Correction	**Paint Building Exterior**	Quantity / UoM	
Project(s) Note			

Estimate:

Type	Number	Description	Qty	UoM	Price	Extension
U	099123528400	Paints & coatings, miscellaneous interior, cornice, ornate design, paint 1 coat, oil base, brushwork	1,461	SF	1.57	$2,294
U	099113601800	Paints & coatings, siding, exterior, Texture 1-111 or clapboard, oil base, primer coat, brushwork	9,900	SF	0.93	$9,207
U	099103300080	Surface preparation, exterior, doors, per side, wire brush, metal, flush, excl. frames or trim	9,900	SF	0.79	$7,821
				Sub Total		**$19,322**
				Construction Adjustment	35%	6,666
				Construction Cost		**$25,989**
				Adjustment Factor	0%	0
				Soft Cost Adjustment	46%	11,846
				Total Estimated Amount		**$37,834**

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Deficiency Detail

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290 Atlantic Technical College

Location: **Atlantic Technical College->Sto / Elec**

Deficiency:

Assess ID	**68380**	Surveyor/Update	**Sherry Sims**
Defeciency Code ID	**A26-01**		
Status	**Estimated**	FCI	**Yes**
Life Cycle	**15325**		
Deficiency	**The Exterior Requires Painting**		
Category	**Capital Renewal**	System	**Exterior**
Priority	**3-Short Term Conditions (2-3 Years)**	Functional Adequacy	**Non Related**
Correction	**Paint Building Exterior**	Quantity / UoM	
Project(s) Note			

Estimate:

Type	Number	Description	Qty	UoM	Price	Extension
U	099123528400	Paints & coatings, miscellaneous interior, cornice, ornate design, paint 1 coat, oil base, brushwork	41	SF	1.57	$65
U	099113601800	Paints & coatings, siding, exterior, Texture 1-111 or clapboard, oil base, primer coat, brushwork	280	SF	0.93	$260
U	099103300080	Surface preparation, exterior, doors, per side, wire brush, metal, flush, excl. frames or trim	280	SF	0.79	$221
				Sub Total		**$546**
				Construction Adjustment	35%	189
				Construction Cost		**$735**
				Adjustment Factor	0%	0
				Soft Cost Adjustment	46%	335
				Total Estimated Amount		**$1,070**

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Deficiency Detail

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290 Atlantic Technical College

Location: **Atlantic Technical College->Bldg Support**

Deficiency:

Assess ID	**68390**	Surveyor/Update	**Zindy Agredo**
Defeciency Code ID	**A26-01**		
Status	**Estimated**	FCI	**Yes**
Life Cycle	**15352**		
Deficiency	**The Exterior Requires Painting**		
Category	**Capital Renewal**	System	**Exterior**
Priority	**3-Short Term Conditions (2-3 Years)**	Functional Adequacy	**Non Related**
Correction	**Paint Building Exterior**	Quantity / UoM	
Project(s) Note			

Estimate:

Type	Number	Description	Qty	UoM	Price	Extension
U	099123528400	Paints & coatings, miscellaneous interior, cornice, ornate design, paint 1 coat, oil base, brushwork	94	SF	1.57	$148
U	099113601800	Paints & coatings, siding, exterior, Texture 1-111 or clapboard, oil base, primer coat, brushwork	640	SF	0.93	$595
U	099103300080	Surface preparation, exterior, doors, per side, wire brush, metal, flush, excl. frames or trim	640	SF	0.79	$506
				Sub Total		**$1,249**
				Construction Adjustment	35%	431
				Construction Cost		**$1,680**
				Adjustment Factor	0%	0
				Soft Cost Adjustment	46%	766
				Total Estimated Amount		**$2,446**

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Deficiency Detail

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290 Atlantic Technical College

Location: **Atlantic Technical College->Admin**

Deficiency:

Assess ID	**68617**	Surveyor/Update	**Zindy Agredo**
Defeciency Code ID	**M60-03**		
Status	**Estimated**	FCI	**Yes**
Life Cycle	**15992**		

Deficiency	**Exhaust Fan Ventilation Requires Replacement**		
Category	**Capital Renewal**	System	**Mechanical**
Priority	**3-Short Term Conditions (2-3 Years)**	Functional Adequacy	**Non Related**
Correction	**Replace Exhaust Fan**	Quantity / UoM	
Project(s) Note	**500 cfm**		

Estimate:

Type	Number	Description	Qty	UoM	Price	Extension
U	230505102120	Fans, up thru 1 H.P. or 2000 CFM, selective demolition	2	Ea.	155.00	$310
U	233423106180	Fans, propeller exhaust, wall shutter, direct drive, 1/4" S.P., two speed, 3275 CFM, 1/2 H.P.	2	Ea.	1,050.00	$2,100
		Sub Total				**$2,410**
		Construction Adjustment			35%	831
		Construction Cost				**$3,241**
		Adjustment Factor			0%	0
		Soft Cost Adjustment			48%	1,570
		Total Estimated Amount				**$4,812**

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Deficiency Detail

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290 Atlantic Technical College

Location: **Atlantic Technical College->Admin**

Deficiency:

Assess ID	**68621**	Surveyor/Update	**Zindy Agredo**
Defeciency Code ID	**M54-02**		
Status	**Estimated**	FCI	**Yes**
Life Cycle	**15980**		
Deficiency	**Controls Require Repair**		
Category	**Deferred Maintenance**	System	**Mechanical**
Priority	**2-Indirect Impact to Mission (1 Year)**	Functional Adequacy	**Non Related**
Correction	**Fix Pneumatic Controls**	Quantity / UoM	
Project(s) Note			

Estimate:

Type	Number	Description	Qty	UoM	Price	Extension
U	230943100280	Pneumatic control system, heating & ventilating, split system, mixed air control, enthalpy cycle, panel readout, tubing, 10 to 20 tons, including nominal 50' of tubing	1	Ea.	9,650.00	$6,666
				Sub Total		**$6,666**
				Construction Adjustment	35%	2,300
				Construction Cost		**$8,966**
				Adjustment Factor	0%	0
				Soft Cost Adjustment	48%	4,344
				Total Estimated Amount		**$13,309**

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Deficiency Detail

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290 Atlantic Technical College

Location: **Atlantic Technical College->Admin**

Deficiency:

Assess ID	**68622**	Surveyor/Update	**Zindy Agredo**
Defeciency Code ID	**M59-03**		
Status	**Estimated**	FCI	**Yes**
Life Cycle			
Deficiency	**Ductwork Requires Replacement**		
Category	**Capital Renewal**	System	**Mechanical**
Priority	**3-Short Term Conditions (2-3 Years)**	Functional Adequacy	**Non Related**
Correction	**Replace HVAC Ductwork**	Quantity / UoM	
Project(s) Note			

Estimate:

Type	Number	Description	Qty	UoM	Price	Extension
U	090505101540	Ceiling demolition, ceiling tile, wood fiber, stapled, 12" x 12", remove	800	SF	0.64	$512
U	095123101130	Suspended acoustic ceiling tiles, mineral fiber tile, lay-in, rough texture, 2' x 2' or 2' x 4', 3/4" thick	800	SF	2.82	$2,256
U	230505101590	Ductwork, spiral wound, prefabricated, selective demolition	84	LF	3.11	$262
U	233113130570	Metal ductwork, fabricated rectangular, galvanized steel, 2000 to 5000 lb., includes fittings, joints, supports and allow for a flexible connections field sketches, excludes as-built drawings and insulation	200	Lb	7.70	$1,540
				Sub Total		**$4,570**
				Construction Adjustment	35%	1,577
				Construction Cost		**$6,147**
				Adjustment Factor	0%	0
				Soft Cost Adjustment	48%	2,978
				Total Estimated Amount		**$9,124**

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Deficiency Detail

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290 Atlantic Technical College

Location: **Atlantic Technical College->Admin**

Deficiency:

Assess ID	**68628**	Surveyor/Update	**Zindy Agredo**
Defeciency Code ID	**BP20-01**		
Status	**Estimated**	FCI	**Yes**
Life Cycle	**15974**		
Deficiency	**Install Fire Sprinklers**		
Category	**Code Compliance**	System	**Fire and Security**
Priority	**1-Mission Critical Concerns**	Functional Adequacy	**Non Related**
Correction	**Install Fire Sprinkler System**	Quantity / UoM	
Project(s) Note			

Estimate:

Type	Number	Description	Qty	UoM	Price	Extension
U	095123100400	Suspended acoustic ceiling tiles, fiberglass boards, film faced, 2' x 2' or 2' x 4' x 3/4" thick	2,015	SF	2.84	$5,722
U	090505101200	Ceiling demolition, suspended ceiling, mineral fiber, 2 x 2 or 2 x 4, remove	2,015	SF	0.64	$1,289
A	D40104101100	Wet pipe sprinkler systems, steel, ordinary hazard, 1 floor, 50,000 SF	7,253	SF	4.02	$29,157
				Sub Total		**$36,168**
				Construction Adjustment	35%	12,478
				Construction Cost		**$48,646**
				Adjustment Factor	0%	0
				Soft Cost Adjustment	48%	23,569
				Total Estimated Amount		**$72,216**

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290 Atlantic Technical College

Location: **Atlantic Technical College->Bldg 2**

Deficiency:

Assess ID	**68646**	Surveyor/Update	**Chris Taylor**
Defeciency Code ID	**M04-03**		
Status	**Estimated**	FCI	**Yes**
Life Cycle	**16062**		

Deficiency	**The Exterior Air Handler Is Damaged And Requires Replacement**		
Category	**Capital Renewal**	System	**Mechanical**
Priority	**2-Indirect Impact to Mission (1 Year)**	Functional Adequacy	**Non Related**
Correction	**Replace 10,000 CFM Exterior Air Handler**	Quantity / UoM	
Project(s) Note			

Estimate:

Type	Number	Description	Qty	UoM	Price	Extension
U	230505100400	Central station air handler, up thru 15 ton, selective demolition	1	Ea.	820.00	$820
U	237413103250	Air handling unit, packaged weatherproof, with cooling/heating coil section, filters, mixing box, variable air volume, single zone, 10,000 CFM, cooling coils may be chilled water or DX, heating coils may be hot water, steam or electric	1	Ea.	75,000.00	$75,000
		Sub Total				**$75,820**
		Construction Adjustment			35%	26,158
		Construction Cost				**$101,978**
		Adjustment Factor			70%	71,385
		Soft Cost Adjustment			48%	49,408
		Total Estimated Amount				**$222,771**

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290 Atlantic Technical College

Location: **Atlantic Technical College->Bldg 2**

Deficiency:

Assess ID	**68653**	Surveyor/Update	**Zindy Agredo**
Defeciency Code ID	**M54-02**		
Status	**Estimated**	FCI	**Yes**
Life Cycle	**16059**		
Deficiency	**Controls Require Repair**		
Category	**Deferred Maintenance**	System	**Mechanical**
Priority	**2-Indirect Impact to Mission (1 Year)**	Functional Adequacy	**Non Related**
Correction	**Fix Pneumatic Controls**	Quantity / UoM	
Project(s) Note			

Estimate:

Type	Number	Description	Qty	UoM	Price	Extension
U	230943100280	Pneumatic control system, heating & ventilating, split system, mixed air control, enthalpy cycle, panel readout, tubing, 10 to 20 tons, including nominal 50' of tubing	1	Ea.	9,650.00	$9,647
				Sub Total		**$9,647**
				Construction Adjustment	35%	3,328
				Construction Cost		**$12,976**
				Adjustment Factor	0%	0
				Soft Cost Adjustment	48%	6,287
				Total Estimated Amount		**$19,262**

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290 Atlantic Technical College

Location: **Atlantic Technical College->Bldg 2**

Deficiency:

Assess ID	**68669**	Surveyor/Update	**Zindy Agredo**
Defeciency Code ID	**M59-03**		
Status	**Estimated**	FCI	**Yes**
Life Cycle	**16061**		
Deficiency	**Ductwork Requires Replacement**		
Category	**Capital Renewal**	System	**Mechanical**
Priority	**3-Short Term Conditions (2-3 Years)**	Functional Adequacy	**Non Related**
Correction	**Replace HVAC Ductwork**	Quantity / UoM	
Project(s) Note			

Estimate:

Type	Number	Description	Qty	UoM	Price	Extension
U	090505101540	Ceiling demolition, ceiling tile, wood fiber, stapled, 12" x 12", remove	600	SF	0.64	$384
U	095123101130	Suspended acoustic ceiling tiles, mineral fiber tile, lay-in, rough texture, 2' x 2' or 2' x 4', 3/4" thick	600	SF	2.82	$1,692
U	230505101590	Ductwork, spiral wound, prefabricated, selective demolition	63	LF	3.11	$196
U	233113130570	Metal ductwork, fabricated rectangular, galvanized steel, 2000 to 5000 lb., includes fittings, joints, supports and allow for a flexible connections field sketches, excludes as-built drawings and insulation	150	Lb	7.70	$1,155
				Sub Total		**$3,427**
				Construction Adjustment	35%	1,182
				Construction Cost		**$4,610**
				Adjustment Factor	0%	0
				Soft Cost Adjustment	48%	2,233
				Total Estimated Amount		**$6,843**

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290 Atlantic Technical College

Location: **Atlantic Technical College->Bldg 2**

Deficiency:

Assess ID	**68674**	Surveyor/Update	**Zindy Agredo**
Defeciency Code ID	**M57-02C**		
Status	**Estimated**	FCI	**Yes**
Life Cycle			

Deficiency	**The Air Handler HVAC Component Requires Replacement**		
Category	**Capital Renewal**	System	**Mechanical**
Priority	**3-Short Term Conditions (2-3 Years)**	Functional Adequacy	**Non Related**
Correction	**Replace 5000 CFM Air Handler**	Quantity / UoM	
Project(s) Note	**5000 cfm**		

Estimate:

Type	Number	Description	Qty	UoM	Price	Extension
U	237313202340	Central station air handling unit, packaged indoor, variable air volume, 5000 CFM, cooling coils may be chilled water or DX, heating coils may be hot water, steam or electric	1	Ea.	26,000.00	$26,000
U	230505100400	Central station air handler, up thru 15 ton, selective demolition	1	Ea.	820.00	$820
U	015419500100	Crane crew, daily use for small jobs, 12-ton truck-mounted hydraulic crane, portal to portal	1	Day	1,600.00	$1,600
U	233113131030	Metal ductwork, fabricated rectangular, 500 to 1000 lb., stainless steel, type 304, includes fittings, joints, supports and allow for a flexible connections field sketches, excludes as-built drawings and insulation	250	Lb	13.40	$3,350
U	260580101590	Motor connections, flexible conduit and fittings, 3 phase, 460 volt, 100 HP motor	1	Ea.	330.00	$330
				Sub Total		**$32,100**
				Construction Adjustment	35%	11,074
				Construction Cost		**$43,174**
				Adjustment Factor	0%	0
				Soft Cost Adjustment	48%	20,918
				Total Estimated Amount		**$64,093**

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290 Atlantic Technical College

Location: **Atlantic Technical College->Bldg 2**

Deficiency:

Assess ID	**68678**	Surveyor/Update	**Zindy Agredo**
Defeciency Code ID	**BP20-01**		
Status	**Estimated**	FCI	**Yes**
Life Cycle			
Deficiency	**Install Fire Sprinklers**		
Category	**Code Compliance**	System	**Fire and Security**
Priority	**1-Mission Critical Concerns**	Functional Adequacy	**Non Related**
Correction	**Install Fire Sprinkler System**	Quantity / UoM	
Project(s) Note			

Estimate:

Type	Number	Description	Qty	UoM	Price	Extension
U	095123100400	Suspended acoustic ceiling tiles, fiberglass boards, film faced, 2' x 2' or 2' x 4' x 3/4" thick	2,916	SF	2.84	$8,281
U	090505101200	Ceiling demolition, suspended ceiling, mineral fiber, 2 x 2 or 2 x 4, remove	2,916	SF	0.64	$1,866
A	D40104101100	Wet pipe sprinkler systems, steel, ordinary hazard, 1 floor, 50,000 SF	10,497	SF	4.02	$42,198
				Sub Total		**$52,345**
				Construction Adjustment	35%	18,059
				Construction Cost		**$70,404**
				Adjustment Factor	0%	0
				Soft Cost Adjustment	48%	34,111
				Total Estimated Amount		**$104,515**

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290 Atlantic Technical College

Location: **Atlantic Technical College->Bldg 2**

Deficiency:

Assess ID	**68683**	Surveyor/Update	**Zindy Agredo**
Defeciency Code ID	**M80-03**		
Status	**Estimated**	FCI	**Yes**
Life Cycle	**16060**		

Deficiency	**The Mechanical / HVAC Piping / System Is Beyond Its Useful Life**		
Category	**Deferred Maintenance**	System	**Mechanical**
Priority	**3-Short Term Conditions (2-3 Years)**	Functional Adequacy	**Non Related**
Correction	**Replace HVAC Piping System (4-Pipe)**	Quantity / UoM	
Project(s) Note			

Estimate:

Type	Number	Description	Qty	UoM	Price	Extension
U	220719107568	Insulation, pipe covering (price copper tube one size less than I.P.S.), fiberglass with all service jacket, 2-1/2" wall, 1-1/2" iron pipe size	833	LF	10.60	$8,831
U	220719107578	Insulation, pipe covering (price copper tube one size less than I.P.S.), fiberglass with all service jacket, 2-1/2" wall, 4" iron pipe size	167	LF	15.75	$2,624
U	221113440590	Pipe, steel, black, threaded, 1-1/4" diameter, schedule 40, Spec. A-53, includes coupling and clevis hanger assembly sized for covering, 10' OC	833	LF	21.00	$17,495
U	221113440650	Pipe, steel, black, threaded, 4" diameter, schedule 40, Spec. A-53, includes coupling and clevis hanger assembly sized for covering, 10' OC	167	LF	66.00	$10,997
U	024113460100	Selective demolition, steel pipe with insulation, 3/4"-4", excludes excavation	1,000	LF	4.58	$4,579
				Sub Total		**$44,526**
				Construction Adjustment	35%	15,361
				Construction Cost		**$59,887**
				Adjustment Factor	0%	0
				Soft Cost Adjustment	48%	29,015
				Total Estimated Amount		**$88,902**

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Deficiency Detail

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290 Atlantic Technical College

Location: **Atlantic Technical College->Bldg 2**

Deficiency:

Assess ID	**68701**	Surveyor/Update	**Zindy Agredo**
Defeciency Code ID	**M57-21c**		
Status	**Estimated**	FCI	**Yes**
Life Cycle	**16070**		

Deficiency	**Duct Heater Requires Replacement**		
Category	**Capital Renewal**	System	**Mechanical**
Priority	**3-Short Term Conditions (2-3 Years)**	Functional Adequacy	**Learning Environment**
Correction	**Replace Duct Heater**	Quantity / UoM	
Project(s) Note			

Estimate:

Type	Number	Description	Qty	UoM	Price	Extension
U	238216200360	Duct heater, electric, finned tubular insert, 480 V, 3Ph., 500Deg.F, 26.7 kW, 12" wide x 24" high	1	Ea.	2,825.00	$2,825
U	230505101850	Air conditioner, duct heater, electric strip, selective demolition, minimum labor/equipment charge	1	Job	161.00	$161
				Sub Total		**$2,986**
				Construction Adjustment	35%	1,030
				Construction Cost		**$4,016**
				Adjustment Factor	0%	0
				Soft Cost Adjustment	48%	1,946
				Total Estimated Amount		**$5,962**

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290 Atlantic Technical College

Location: **Atlantic Technical College->Bldg 3**

Deficiency:

Assess ID	**68702**	Surveyor/Update	**Chris Taylor**
Defeciency Code ID	**M04-03**		
Status	**Estimated**	FCI	**Yes**
Life Cycle	**16156**		

Deficiency	**The Exterior Air Handler Is Damaged And Requires Replacement**		
Category	**Capital Renewal**	System	**Mechanical**
Priority	**2-Indirect Impact to Mission (1 Year)**	Functional Adequacy	**Non Related**
Correction	**Replace 10,000 CFM Exterior Air Handler**	Quantity / UoM	
Project(s) Note	**15000 cfm**		

Estimate:

Type	Number	Description	Qty	UoM	Price	Extension
U	230505100400	Central station air handler, up thru 15 ton, selective demolition	3	Ea.	820.00	$2,460
U	237413103250	Air handling unit, packaged weatherproof, with cooling/heating coil section, filters, mixing box, variable air volume, single zone, 10,000 CFM, cooling coils may be chilled water or DX, heating coils may be hot water, steam or electric	3	Ea.	75,000.00	$225,000
		Sub Total				**$227,460**
		Construction Adjustment			35%	78,474
		Construction Cost				**$305,934**
		Adjustment Factor			70%	214,154
		Soft Cost Adjustment			48%	148,225
		Total Estimated Amount				**$668,312**

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Deficiency Detail

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290 Atlantic Technical College

Location: **Atlantic Technical College->Bldg 3**

Deficiency:

Assess ID	**68703**	Surveyor/Update	**Zindy Agredo**
Defeciency Code ID	**M21-03**		
Status	**Estimated**	FCI	**Yes**
Life Cycle			

Deficiency	**The Roof Condenser Requires Replacement**		
Category	**Capital Renewal**	System	**Mechanical**
Priority	**3-Short Term Conditions (2-3 Years)**	Functional Adequacy	**Non Related**
Correction	**Replace Rooftop Condenser**	Quantity / UoM	
Project(s) Note	**12 ton**		

Estimate:

Type	Number	Description	Qty	UoM	Price	Extension
U	015436502000	Mobilization or demobilization, crane, truck-mounted, up to 75 ton, (driver only, one-way)	4	Ea.	88.50	$354
U	260580101600	Motor connections, flexible conduit and fittings, 3 phase, 460 volt, 125 HP motor	1	Ea.	415.00	$332
U	236313101640	Condenser, ratings are for air cooled, direct drive, propeller fan, 30Deg.F temperature difference, 5 ton, R-22, replace unit	1	Ea.	2,775.00	$2,220
U	230505100150	Air conditioner, split unit air conditioner, package unit, 3 ton, selective demolition	1	Ea.	680.00	$907
				Sub Total		**$3,813**
				Construction Adjustment	35%	1,315
				Construction Cost		**$5,128**
				Adjustment Factor	0%	0
				Soft Cost Adjustment	48%	2,485
				Total Estimated Amount		**$7,613**

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Deficiency Detail

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290 Atlantic Technical College

Location: **Atlantic Technical College->Bldg 3**

Deficiency:

Assess ID	**68705**	Surveyor/Update	**Zindy Agredo**
Defeciency Code ID	**M60-03**		
Status	**Estimated**	FCI	**Yes**
Life Cycle	**16160**		

Deficiency	**Exhaust Fan Ventilation Requires Replacement**		
Category	**Capital Renewal**	System	**Mechanical**
Priority	**3-Short Term Conditions (2-3 Years)**	Functional Adequacy	**Non Related**
Correction	**Replace Exhaust Fan**	Quantity / UoM	
Project(s) Note	**500 each**		

Estimate:

Type	Number	Description	Qty	UoM	Price	Extension
U	230505102120	Fans, up thru 1 H.P. or 2000 CFM, selective demolition	4	Ea.	155.00	$620
U	233423106180	Fans, propeller exhaust, wall shutter, direct drive, 1/4" S.P., two speed, 3275 CFM, 1/2 H.P.	4	Ea.	1,050.00	$4,200
		Sub Total				**$4,820**
		Construction Adjustment			35%	1,663
		Construction Cost				**$6,483**
		Adjustment Factor			0%	0
		Soft Cost Adjustment			48%	3,141
		Total Estimated Amount				**$9,624**

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Deficiency Detail

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290 Atlantic Technical College

Location: **Atlantic Technical College->Bldg 3**

Deficiency:

Assess ID	**68709**	Surveyor/Update	**Zindy Agredo**
Defeciency Code ID	**M53-01**		
Status	**Estimated**	FCI	**Yes**
Life Cycle			
Deficiency	**Make-Up Air Should Be Increased**		
Category	**Functional Deficiency**	System	**Mechanical**
Priority	**3-Short Term Conditions (2-3 Years)**	Functional Adequacy	**Non Related**
Correction	**Increase Make-Up Air Capacity**	Quantity / UoM	
Project(s) Note			

Estimate:

Type	Number	Description	Qty	UoM	Price	Extension
M	260533050700	Aluminum conduit, 1" diameter, to 15' H, incl 2 terminations, 2 elbows & 11 beam clamps per 100 LF	215	LF	9.71	$2,085
U	260580102025	Motor connections, flexible conduit and fittings, 3 phase, sealtite, 460 volt, 40 HP motor	3	Ea.	180.00	$515
U	050505100270	Selective metals demolition, structural framing members, 10 - 15 tons, remove whole or cut up into smaller pieces, incl loading, excl shoring, bracing, cutting, hauling, dumping	1	Ea.	370.00	$530
U	233113130570	Metal ductwork, fabricated rectangular, galvanized steel, 2000 to 5000 lb., includes fittings, joints, supports and allow for a flexible connections field sketches, excludes as-built drawings and insulation	132	Lb	7.70	$1,019
U	237339100100	Make-up air unit, indoor suspension, natural/LP gas, direct fired, MBH is input, 70Deg.F temperature rise, 75 MBH, includes standard controls	1	Ea.	5,975.00	$8,555
		Sub Total				**$12,705**
		Construction Adjustment			35%	4,383
		Construction Cost				**$17,088**
		Adjustment Factor			0%	0
		Soft Cost Adjustment			48%	8,279
		Total Estimated Amount				**$25,367**

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Deficiency Detail

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290 Atlantic Technical College

Location: **Atlantic Technical College->Bldg 3**

Deficiency:

Assess ID	**68711**	Surveyor/Update	**Zindy Agredo**
Defeciency Code ID	**M58-02**		
Status	**Estimated**	FCI	**Yes**
Life Cycle	**16161**		

Deficiency	**Kitchen Air/Exhaust is Inadequate and Should be Repaired**
Category	**Deferred Maintenance**
System	**Mechanical**
Priority	**3-Short Term Conditions (2-3 Years)**
Functional Adequacy	**Non Related**
Correction	**Repair Kitchen Air/Exhaust Hood**
Quantity / UoM	
Project(s) Note	

Estimate:

Type	Number	Description	Qty	UoM	Price	Extension
U	233813107950	Hood fire protection system, commercial kitchen equipment, min	1	Ea.	5,250.00	$2,625
				Sub Total		**$2,625**
				Construction Adjustment	35%	906
				Construction Cost		**$3,531**
				Adjustment Factor	0%	0
				Soft Cost Adjustment	48%	1,711
				Total Estimated Amount		**$5,241**

Atlantic Technical College 290

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Deficiency Detail

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290 Atlantic Technical College

Location: **Atlantic Technical College->Bldg 3**

Deficiency:

Assess ID	**68712**	Surveyor/Update	**Zindy Agredo**
Defeciency Code ID	**M54-02**		
Status	**Estimated**	FCI	**Yes**
Life Cycle			
Deficiency	**Controls Require Repair**		
Category	**Deferred Maintenance**	System	**Mechanical**
Priority	**2-Indirect Impact to Mission (1 Year)**	Functional Adequacy	**Non Related**
Correction	**Fix Pneumatic Controls**	Quantity / UoM	
Project(s) Note			

Estimate:

Type	Number	Description	Qty	UoM	Price	Extension
U	230943100280	Pneumatic control system, heating & ventilating, split system, mixed air control, enthalpy cycle, panel readout, tubing, 10 to 20 tons, including nominal 50' of tubing	1	Ea.	9,650.00	$12,172
				Sub Total		**$12,172**
				Construction Adjustment	35%	4,199
				Construction Cost		**$16,371**
				Adjustment Factor	0%	0
				Soft Cost Adjustment	48%	7,932
				Total Estimated Amount		**$24,303**

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Deficiency Detail

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290 Atlantic Technical College

Location: **Atlantic Technical College->Bldg 3**

Deficiency:

Assess ID	**68714**	Surveyor/Update	**Zindy Agredo**
Defeciency Code ID	**M59-03**		
Status	**Estimated**	FCI	**Yes**
Life Cycle	**16150**		

Deficiency	**Ductwork Requires Replacement**		
Category	**Capital Renewal**	System	**Mechanical**
Priority	**3-Short Term Conditions (2-3 Years)**	Functional Adequacy	**Non Related**
Correction	**Replace HVAC Ductwork**	Quantity / UoM	
Project(s) Note			

Estimate:

Type	Number	Description	Qty	UoM	Price	Extension
U	090505101540	Ceiling demolition, ceiling tile, wood fiber, stapled, 12" x 12", remove	1,600	SF	0.64	$1,024
U	095123101130	Suspended acoustic ceiling tiles, mineral fiber tile, lay-in, rough texture, 2' x 2' or 2' x 4', 3/4" thick	1,600	SF	2.82	$4,512
U	230505101590	Ductwork, spiral wound, prefabricated, selective demolition	168	LF	3.11	$524
U	233113130570	Metal ductwork, fabricated rectangular, galvanized steel, 2000 to 5000 lb., includes fittings, joints, supports and allow for a flexible connections field sketches, excludes as-built drawings and insulation	400	Lb	7.70	$3,080
				Sub Total		**$9,140**
				Construction Adjustment	35%	3,153
				Construction Cost		**$12,293**
				Adjustment Factor	0%	0
				Soft Cost Adjustment	48%	5,956
				Total Estimated Amount		**$18,249**

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Deficiency Detail

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290 Atlantic Technical College

Location: **Atlantic Technical College->Bldg 3**

Deficiency:

Assess ID	**68716**	Surveyor/Update	**Chris Taylor**
Defeciency Code ID	**M57-02C**		
Status	**Estimated**	FCI	**Yes**
Life Cycle			
Deficiency	**The Air Handler HVAC Component Requires Replacement**		
Category	**Capital Renewal**	System	**Mechanical**
Priority	**3-Short Term Conditions (2-3 Years)**	Functional Adequacy	**Non Related**
Correction	**Replace 5000 CFM Air Handler**	Quantity / UoM	
Project(s) Note	**22500 cfm**		

Estimate:

Type	Number	Description	Qty	UoM	Price	Extension
U	233113131030	Metal ductwork, fabricated rectangular, 500 to 1000 lb., stainless steel, type 304, includes fittings, joints, supports and allow for a flexible connections field sketches, excludes as-built drawings and insulation	750	Lb	13.40	$10,050
U	015419500100	Crane crew, daily use for small jobs, 12-ton truck-mounted hydraulic crane, portal to portal	3	Day	1,600.00	$4,800
U	237313202340	Central station air handling unit, packaged indoor, variable air volume, 5000 CFM, cooling coils may be chilled water or DX, heating coils may be hot water, steam or electric	3	Ea.	26,000.00	$78,000
U	230505100400	Central station air handler, up thru 15 ton, selective demolition	3	Ea.	820.00	$2,460
U	260580101590	Motor connections, flexible conduit and fittings, 3 phase, 460 volt, 100 HP motor	3	Ea.	330.00	$990
				Sub Total		**$96,300**
				Construction Adjustment	35%	33,223
				Construction Cost		**$129,523**
				Adjustment Factor	70%	90,666
				Soft Cost Adjustment	48%	62,754
				Total Estimated Amount		**$282,944**

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290 Atlantic Technical College

Location: **Atlantic Technical College->Bldg 3**

Deficiency:

Assess ID	**68718**	Surveyor/Update	**Zindy Agredo**
Defeciency Code ID	**M57-21c**		
Status	**Estimated**	FCI	**Yes**
Life Cycle	**16159**		

Deficiency	**Duct Heater Requires Replacement**		
Category	**Capital Renewal**	System	**Mechanical**
Priority	**3-Short Term Conditions (2-3 Years)**	Functional Adequacy	**Learning Environment**
Correction	**Replace Duct Heater**	Quantity / UoM	
Project(s) Note			

Estimate:

Type	Number	Description	Qty	UoM	Price	Extension
U	238216200360	Duct heater, electric, finned tubular insert, 480 V, 3Ph., 500Deg.F, 26.7 kW, 12" wide x 24" high	3	Ea.	2,825.00	$8,475
U	230505101850	Air conditioner, duct heater, electric strip, selective demolition, minimum labor/equipment charge	3	Job	161.00	$483
				Sub Total		**$8,958**
				Construction Adjustment	35%	3,091
				Construction Cost		**$12,049**
				Adjustment Factor	0%	0
				Soft Cost Adjustment	48%	5,838
				Total Estimated Amount		**$17,886**

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290 Atlantic Technical College

Location: **Atlantic Technical College->Bldg 3**

Deficiency:

Assess ID	**68723**	Surveyor/Update	**Zindy Agredo**
Defeciency Code ID	**M80-03**		
Status	**Estimated**	FCI	**Yes**
Life Cycle	**16149**		

Deficiency	**The Mechanical / HVAC Piping / System Is Beyond Its Useful Life**		
Category	**Deferred Maintenance**	System	**Mechanical**
Priority	**3-Short Term Conditions (2-3 Years)**	Functional Adequacy	**Non Related**
Correction	**Replace HVAC Piping System (4-Pipe)**	Quantity / UoM	
Project(s) Note			

Estimate:

Type	Number	Description	Qty	UoM	Price	Extension
U	220719107568	Insulation, pipe covering (price copper tube one size less than I.P.S.), fiberglass with all service jacket, 2-1/2" wall, 1-1/2" iron pipe size	1,051	LF	10.60	$11,142
U	220719107578	Insulation, pipe covering (price copper tube one size less than I.P.S.), fiberglass with all service jacket, 2-1/2" wall, 4" iron pipe size	210	LF	15.75	$3,311
U	221113440590	Pipe, steel, black, threaded, 1-1/4" diameter, schedule 40, Spec. A-53, includes coupling and clevis hanger assembly sized for covering, 10' OC	1,051	LF	21.00	$22,073
U	221113440650	Pipe, steel, black, threaded, 4" diameter, schedule 40, Spec. A-53, includes coupling and clevis hanger assembly sized for covering, 10' OC	210	LF	66.00	$13,875
U	024113460100	Selective demolition, steel pipe with insulation, 3/4"-4", excludes excavation	1,261	LF	4.58	$5,777
				Sub Total		**$56,178**
				Construction Adjustment	35%	19,381
				Construction Cost		**$75,559**
				Adjustment Factor	0%	0
				Soft Cost Adjustment	48%	36,608
				Total Estimated Amount		**$112,167**

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290 Atlantic Technical College

Location: **Atlantic Technical College->Bldg 3**

Deficiency:

Assess ID	**68732**	Surveyor/Update	**Zindy Agredo**
Defeciency Code ID	**BP20-01**		
Status	**Estimated**	FCI	**Yes**
Life Cycle	**16117**		

Deficiency	**Install Fire Sprinklers**		
Category	**Code Compliance**	System	**Fire and Security**
Priority	**1-Mission Critical Concerns**	Functional Adequacy	**Non Related**
Correction	**Install Fire Sprinkler System**	Quantity / UoM	
Project(s) Note			

Estimate:

Type	Number	Description	Qty	UoM	Price	Extension
U	095123100400	Suspended acoustic ceiling tiles, fiberglass boards, film faced, 2' x 2' or 2' x 4' x 3/4" thick	3,679	SF	2.84	$10,448
U	090505101200	Ceiling demolition, suspended ceiling, mineral fiber, 2 x 2 or 2 x 4, remove	3,679	SF	0.64	$2,354
A	D40104101100	Wet pipe sprinkler systems, steel, ordinary hazard, 1 floor, 50,000 SF	13,244	SF	4.02	$53,241
				Sub Total		**$66,043**
				Construction Adjustment	35%	22,785
				Construction Cost		**$88,828**
				Adjustment Factor	0%	0
				Soft Cost Adjustment	48%	43,037
				Total Estimated Amount		**$131,866**

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290 Atlantic Technical College

Location: **Atlantic Technical College->Bldg 4**

Deficiency:

Assess ID	**68746**	Surveyor/Update	**Chris Taylor**
Defeciency Code ID	**M04-03**		
Status	**Estimated**	FCI	**Yes**
Life Cycle			

Deficiency	**The Exterior Air Handler Is Damaged And Requires Replacement**		
Category	**Capital Renewal**	System	**Mechanical**
Priority	**2-Indirect Impact to Mission (1 Year)**	Functional Adequacy	**Non Related**
Correction	**Replace 10,000 CFM Exterior Air Handler**	Quantity / UoM	
Project(s) Note	**7500 cfm**		

Estimate:

Type	Number	Description	Qty	UoM	Price	Extension
U	230505100400	Central station air handler, up thru 15 ton, selective demolition	1	Ea.	820.00	$820
U	237413103250	Air handling unit, packaged weatherproof, with cooling/heating coil section, filters, mixing box, variable air volume, single zone, 10,000 CFM, cooling coils may be chilled water or DX, heating coils may be hot water, steam or electric	1	Ea.	75,000.00	$75,000
		Sub Total				**$75,820**
		Construction Adjustment			35%	26,158
		Construction Cost				**$101,978**
		Adjustment Factor			70%	71,385
		Soft Cost Adjustment			48%	49,408
		Total Estimated Amount				**$222,771**

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Deficiency Detail

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290 Atlantic Technical College

Location: **Atlantic Technical College->Bldg 4**

Deficiency:

Assess ID	**68747**	Surveyor/Update	**Zindy Agredo**
Defeciency Code ID	**M06-03**		
Status	**Estimated**	FCI	**Yes**
Life Cycle	**16302**		

Deficiency	**The Exterior Metal Cooling Tower Is Damaged And Requires Replacement**		
Category	**Capital Renewal**	System	**Mechanical**
Priority	**2-Indirect Impact to Mission (1 Year)**	Functional Adequacy	**Non Related**
Correction	**Replace 130 Ton Exterior Metal Cooling Tower**	Quantity / UoM	
Project(s) Note			

Estimate:

Type	Number	Description	Qty	UoM	Price	Extension
U	015436502200	Mobilization or demobilization, crane, crawler-mounted, up to 75 ton	1	Ea.	1,125.00	$1,125
U	236513100250	Cooling tower, packaged unit, galvanized steel, induced draft, crossflow, vertical, belt drive, 131 ton, includes standard controls, excludes pumps and piping	130	TonAC	251.00	$32,630
U	260580102055	Motor connections, flexible conduit and fittings, 3 phase, sealtite, 460 volt, 150 HP motor	1	Ea.	480.00	$480
U	230505100700	Cooling tower, up thru 400 ton, selective demolition	1	Ea.	2,550.00	$2,550
				Sub Total		**$36,785**
				Construction Adjustment	35%	12,691
				Construction Cost		**$49,476**
				Adjustment Factor	0%	0
				Soft Cost Adjustment	48%	23,971
				Total Estimated Amount		**$73,447**

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290 Atlantic Technical College

Location: **Atlantic Technical College->Bldg 4**

Deficiency:

Assess ID	**68749**	Surveyor/Update	**Zindy Agredo**
Defeciency Code ID	**M54-02**		
Status	**Estimated**	FCI	**Yes**
Life Cycle	**16282**		
Deficiency	**Controls Require Repair**		
Category	**Deferred Maintenance**	System	**Mechanical**
Priority	**2-Indirect Impact to Mission (1 Year)**	Functional Adequacy	**Non Related**
Correction	**Fix Pneumatic Controls**	Quantity / UoM	
Project(s) Note			

Estimate:

Type	Number	Description	Qty	UoM	Price	Extension
U	230943100280	Pneumatic control system, heating & ventilating, split system, mixed air control, enthalpy cycle, panel readout, tubing, 10 to 20 tons, including nominal 50' of tubing	1	Ea.	9,650.00	$9,239
				Sub Total		**$9,239**
				Construction Adjustment	35%	3,188
				Construction Cost		**$12,427**
				Adjustment Factor	0%	0
				Soft Cost Adjustment	48%	6,021
				Total Estimated Amount		**$18,447**

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Deficiency Detail

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290 Atlantic Technical College

Location: **Atlantic Technical College->Bldg 4**

Deficiency:

Assess ID	**68750**	Surveyor/Update	**Zindy Agredo**
Defeciency Code ID	**M57-02C**		
Status	**Estimated**	FCI	**Yes**
Life Cycle	**16296**		

Deficiency	**The Air Handler HVAC Component Requires Replacement**		
Category	**Capital Renewal**	System	**Mechanical**
Priority	**3-Short Term Conditions (2-3 Years)**	Functional Adequacy	**Non Related**
Correction	**Replace 5000 CFM Air Handler**	Quantity / UoM	
Project(s) Note	**7500 cfm**		

Estimate:

Type	Number	Description	Qty	UoM	Price	Extension
U	237313202340	Central station air handling unit, packaged indoor, variable air volume, 5000 CFM, cooling coils may be chilled water or DX, heating coils may be hot water, steam or electric	1	Ea.	26,000.00	$26,000
U	230505100400	Central station air handler, up thru 15 ton, selective demolition	1	Ea.	820.00	$820
U	015419500100	Crane crew, daily use for small jobs, 12-ton truck-mounted hydraulic crane, portal to portal	1	Day	1,600.00	$1,600
U	233113131030	Metal ductwork, fabricated rectangular, 500 to 1000 lb., stainless steel, type 304, includes fittings, joints, supports and allow for a flexible connections field sketches, excludes as-built drawings and insulation	250	Lb	13.40	$3,350
U	260580101590	Motor connections, flexible conduit and fittings, 3 phase, 460 volt, 100 HP motor	1	Ea.	330.00	$330
				Sub Total		**$32,100**
				Construction Adjustment	35%	11,074
				Construction Cost		**$43,174**
				Adjustment Factor	0%	0
				Soft Cost Adjustment	48%	20,918
				Total Estimated Amount		**$64,093**

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Deficiency Detail

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290 Atlantic Technical College

Location: **Atlantic Technical College**

Deficiency:

Assess ID	**68752**	Surveyor/Update	**Chris Taylor**
Defeciency Code ID	**M57-04C**		
Status	**Estimated**	FCI	**Yes**
Life Cycle			

Deficiency	**The Chiller HVAC Component Is Damaged And Requires Replacement**		
Category	**Capital Renewal**	System	**Mechanical**
Priority	**2-Indirect Impact to Mission (1 Year)**	Functional Adequacy	**Non Related**
Correction	**Replace 200 Ton Chiller**	Quantity / UoM	
Project(s) Note	**600 tonac**		

Estimate:

Type	Number	Description	Qty	UoM	Price	Extension
U	236426101620	Water chiller, screw, dual compressors, water cooled, 200 ton cooling, includes standard controls, excludes water tower	3	Ea.	126,000.00	$378,000
U	230505108020	Water chiller, 110 thru 500 ton, selective demolition	3	Ea.	9,600.00	$28,800
U	260580101620	Motor connections, flexible conduit and fittings, 3 phase, 460 volt, 200 HP motor	3	Ea.	585.00	$1,755
U	015436502200	Mobilization or demobilization, crane, crawler-mounted, up to 75 ton	3	Ea.	1,125.00	$3,375
				Sub Total		**$411,930**
				Construction Adjustment	35%	142,116
				Construction Cost		**$554,046**
				Adjustment Factor	56%	311,485
				Soft Cost Adjustment	48%	268,435
				Total Estimated Amount		**$1,133,966**

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290 Atlantic Technical College

Location: **Atlantic Technical College->Bldg 4**

Deficiency:

Assess ID	**68753**	Surveyor/Update	**Zindy Agredo**
Defeciency Code ID	**m57-20c**		
Status	**Estimated**	FCI	**Yes**
Life Cycle			

Deficiency	**Small HVAC Circulating Pump Requires Replacement**		
Category	**Deferred Maintenance**	System	**Mechanical**
Priority	**3-Short Term Conditions (2-3 Years)**	Functional Adequacy	**Non Related**
Correction	**Replace Small (5HP or Less) Circulating Pump**	Quantity / UoM	
Project(s) Note	**5 hp**		

Estimate:

Type	Number	Description	Qty	UoM	Price	Extension
U	220505102184	Pump, 1 H.P. thru 5 H.P., selective demolition	1	Ea.	216.00	$216
U	232123134300	Pump, circulating, cast iron, close coupled, end suction, bronze impeller, flanged joints, 5 H.P., to 225 GPM, 3" size	1	Ea.	4,425.00	$4,425
				Sub Total		**$4,641**
				Construction Adjustment	35%	1,601
				Construction Cost		**$6,242**
				Adjustment Factor	0%	0
				Soft Cost Adjustment	48%	3,024
				Total Estimated Amount		**$9,266**

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290 Atlantic Technical College

Location: **Atlantic Technical College->Bldg 4**

Deficiency:

Assess ID	**68754**	Surveyor/Update	**Zindy Agredo**
Defeciency Code ID	**M57-15C**		
Status	**Estimated**	FCI	**Yes**
Life Cycle			

Deficiency	**Steam Heat Exchanger Requires Replacement**		
Category	**Capital Renewal**	System	**Mechanical**
Priority	**3-Short Term Conditions (2-3 Years)**	Functional Adequacy	**Non Related**
Correction	**Replace Shell & Tube Steam Heat Exhanger (120 GPM)**	Quantity / UoM	
Project(s) Note	**water to water**		

Estimate:

Type	Number	Description	Qty	UoM	Price	Extension
U	230505102760	Heat exchanger, shell and tube type, selective demolition	1	Ea.	820.00	$820
U	235716100220	Heat exchanger, shell & tube type, cast iron heads, cast iron tube sheet, steel shell, 2 or 4 pass, hot water 40Deg.F to 180Deg.F, by steam at 10 PSI, 120 GPM, 3/4" copper tubes	1	Ea.	16,300.00	$16,300
				Sub Total		**$17,120**
				Construction Adjustment	35%	5,906
				Construction Cost		**$23,026**
				Adjustment Factor	0%	0
				Soft Cost Adjustment	48%	11,156
				Total Estimated Amount		**$34,183**

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290 Atlantic Technical College

Location: **Atlantic Technical College->Bldg 4**

Deficiency:

Assess ID	**68755**	Surveyor/Update	**Zindy Agredo**
Defeciency Code ID	**M57-12c**		
Status	**Estimated**	FCI	**Yes**
Life Cycle	**16292**		

Deficiency	**The Window AC Unit Component Requires Replacement**		
Category	**Capital Renewal**	System	**Mechanical**
Priority	**3-Short Term Conditions (2-3 Years)**	Functional Adequacy	**Non Related**
Correction	**Replace Window AC Unit**	Quantity / UoM	
Project(s) Note			

Estimate:

Type	Number	Description	Qty	UoM	Price	Extension
U	230505108400	Window air conditioner, selective demolition	2	Ea.	37.50	$75
U	238119104780	Window/thru-the-wall unit air conditioner, grounded receptacle required, 15 amp 230 V, 18,000 BTUH	2	Ea.	1,200.00	$2,400
				Sub Total		**$2,475**
				Construction Adjustment	35%	854
				Construction Cost		**$3,329**
				Adjustment Factor	0%	0
				Soft Cost Adjustment	48%	1,613
				Total Estimated Amount		**$4,942**

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290 Atlantic Technical College

Location: **Atlantic Technical College->Bldg 4**

Deficiency:

Assess ID	**68756**	Surveyor/Update	**Zindy Agredo**
Defeciency Code ID	**M80-03**		
Status	**Estimated**	FCI	**Yes**
Life Cycle			

Deficiency	**The Mechanical / HVAC Piping / System Is Beyond Its Useful Life**		
Category	**Deferred Maintenance**	System	**Mechanical**
Priority	**3-Short Term Conditions (2-3 Years)**	Functional Adequacy	**Non Related**
Correction	**Replace HVAC Piping System (4-Pipe)**	Quantity / UoM	
Project(s) Note			

Estimate:

Type	Number	Description	Qty	UoM	Price	Extension
U	220719107568	Insulation, pipe covering (price copper tube one size less than I.P.S.), fiberglass with all service jacket, 2-1/2" wall, 1-1/2" iron pipe size	798	LF	10.60	$8,457
U	220719107578	Insulation, pipe covering (price copper tube one size less than I.P.S.), fiberglass with all service jacket, 2-1/2" wall, 4" iron pipe size	160	LF	15.75	$2,513
U	221113440590	Pipe, steel, black, threaded, 1-1/4" diameter, schedule 40, Spec. A-53, includes coupling and clevis hanger assembly sized for covering, 10' OC	798	LF	21.00	$16,755
U	221113440650	Pipe, steel, black, threaded, 4" diameter, schedule 40, Spec. A-53, includes coupling and clevis hanger assembly sized for covering, 10' OC	160	LF	66.00	$10,532
U	024113460100	Selective demolition, steel pipe with insulation, 3/4"-4", excludes excavation	957	LF	4.58	$4,385
				Sub Total		**$42,642**
				Construction Adjustment	35%	14,712
				Construction Cost		**$57,354**
				Adjustment Factor	0%	0
				Soft Cost Adjustment	48%	27,788
				Total Estimated Amount		**$85,142**

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Deficiency Detail

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290 Atlantic Technical College

Location: **Atlantic Technical College->Bldg 4**

Deficiency:

Assess ID	**68761**	Surveyor/Update	**Zindy Agredo**
Defeciency Code ID	**BP20-01**		
Status	**Estimated**	FCI	**Yes**
Life Cycle	**16201**		
Deficiency	**Install Fire Sprinklers**		
Category	**Code Compliance**	System	**Fire and Security**
Priority	**1-Mission Critical Concerns**	Functional Adequacy	**Non Related**
Correction	**Install Fire Sprinkler System**	Quantity / UoM	
Project(s) Note			

Estimate:

Type	Number	Description	Qty	UoM	Price	Extension
U	095123100400	Suspended acoustic ceiling tiles, fiberglass boards, film faced, 2' x 2' or 2' x 4' x 3/4" thick	2,793	SF	2.84	$7,931
U	090505101200	Ceiling demolition, suspended ceiling, mineral fiber, 2 x 2 or 2 x 4, remove	2,793	SF	0.64	$1,787
A	D40104101100	Wet pipe sprinkler systems, steel, ordinary hazard, 1 floor, 50,000 SF	10,053	SF	4.02	$40,413
				Sub Total		**$50,131**
				Construction Adjustment	35%	17,295
				Construction Cost		**$67,426**
				Adjustment Factor	0%	0
				Soft Cost Adjustment	48%	32,668
				Total Estimated Amount		**$100,094**

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290 Atlantic Technical College

Location: **Atlantic Technical College->Bldg 5**

Deficiency:

Assess ID	**68790**	Surveyor/Update	**Zindy Agredo**
Defeciency Code ID	**M54-02**		
Status	**Estimated**	FCI	**Yes**
Life Cycle	**17069**		
Deficiency	**Controls Require Repair**		
Category	**Deferred Maintenance**	System	**Mechanical**
Priority	**2-Indirect Impact to Mission (1 Year)**	Functional Adequacy	**Non Related**
Correction	**Fix Pneumatic Controls**	Quantity / UoM	
Project(s) Note			

Estimate:

Type	Number	Description	Qty	UoM	Price	Extension
U	230943100280	Pneumatic control system, heating & ventilating, split system, mixed air control, enthalpy cycle, panel readout, tubing, 10 to 20 tons, including nominal 50' of tubing	0	Ea.	9,650.00	$3,750
				Sub Total		**$3,750**
				Construction Adjustment	35%	1,294
				Construction Cost		**$5,043**
				Adjustment Factor	0%	0
				Soft Cost Adjustment	48%	2,444
				Total Estimated Amount		**$7,487**

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290 Atlantic Technical College

Location: **Atlantic Technical College->Bldg 5**

Deficiency:

Assess ID	**68792**	Surveyor/Update	**Sherry Sims**
Defeciency Code ID	**M80-02**		
Status	**Estimated**	FCI	**Yes**
Life Cycle			
Deficiency	**Repair HVAC Piping**		
Category	**Deferred Maintenance**	System	**Mechanical**
Priority	**3-Short Term Conditions (2-3 Years)**	Functional Adequacy	**Non Related**
Correction	**Repair HVAC piping**	Quantity / UoM	
Project(s) Note			

Estimate:

Type	Number	Description	Qty	UoM	Price	Extension
U	220719300172	Pipe insulation protective jacketing, PVC, white, 48" lengths, 20 mil thick, 7" ID, cut from roll goods, size based on OD of insulation	204	LF	7.85	$1,601
U	230713109600	Duct thermal insulation, pipe covering (price copper tube one size less than I.P.S.), minimum labor/equipment charge	1	Job	183.00	$249
U	220529108850	Pipe / duct, hanger / support, cable with hook terminal, 100 lb. capacity, .079" dia. cable, 6.6' length, wire cable support system, includes locking device	20	Ea.	12.05	$246
U	220505102156	Pipe, metal pipe, 30" thru 36" diameter, selective demolition	204	LF	52.50	$10,710
U	220505101980	Pipe hanger / support, selective demolition	20	Ea.	9.00	$184
					Sub Total	**$12,990**
					Construction Adjustment 35%	4,481
					Construction Cost	**$17,471**
					Adjustment Factor 0%	0
					Soft Cost Adjustment 48%	8,465
					Total Estimated Amount	**$25,936**

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Deficiency Detail

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290 Atlantic Technical College

Location: **Atlantic Technical College->Bldg 5**

Deficiency:

Assess ID	**68797**	Surveyor/Update	**Zindy Agredo**
Defeciency Code ID	**BP20-01**		
Status	**Estimated**	FCI	**Yes**
Life Cycle	**17072**		
Deficiency	**Install Fire Sprinklers**		
Category	**Code Compliance**	System	**Fire and Security**
Priority	**1-Mission Critical Concerns**	Functional Adequacy	**Non Related**
Correction	**Install Fire Sprinkler System**	Quantity / UoM	
Project(s) Note			

Estimate:

Type	Number	Description	Qty	UoM	Price	Extension
U	095123100400	Suspended acoustic ceiling tiles, fiberglass boards, film faced, 2' x 2' or 2' x 4' x 3/4" thick	1,133	SF	2.84	$3,219
U	090505101200	Ceiling demolition, suspended ceiling, mineral fiber, 2 x 2 or 2 x 4, remove	1,133	SF	0.64	$725
A	D40104101100	Wet pipe sprinkler systems, steel, ordinary hazard, 1 floor, 50,000 SF	4,080	SF	4.02	$16,402
				Sub Total		**$20,346**
				Construction Adjustment	35%	7,019
				Construction Cost		**$27,365**
				Adjustment Factor	0%	0
				Soft Cost Adjustment	48%	13,258
				Total Estimated Amount		**$40,623**

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290 Atlantic Technical College

Location: **Atlantic Technical College->Bldg 6**

Deficiency:

Assess ID	**68799**	Surveyor/Update	**Chris Taylor**
Defeciency Code ID	**M04-03**		
Status	**Estimated**	FCI	**Yes**
Life Cycle			

Deficiency	**The Exterior Air Handler Is Damaged And Requires Replacement**		
Category	**Capital Renewal**	System	**Mechanical**
Priority	**2-Indirect Impact to Mission (1 Year)**	Functional Adequacy	**Non Related**
Correction	**Replace 10,000 CFM Exterior Air Handler**	Quantity / UoM	
Project(s) Note	**4000 cfm**		

Estimate:

Type	Number	Description	Qty	UoM	Price	Extension
U	230505100400	Central station air handler, up thru 15 ton, selective demolition	1	Ea.	820.00	$820
U	237413103250	Air handling unit, packaged weatherproof, with cooling/heating coil section, filters, mixing box, variable air volume, single zone, 10,000 CFM, cooling coils may be chilled water or DX, heating coils may be hot water, steam or electric	1	Ea.	75,000.00	$75,000
		Sub Total				**$75,820**
		Construction Adjustment			35%	26,158
		Construction Cost				**$101,978**
		Adjustment Factor			70%	71,385
		Soft Cost Adjustment			48%	49,408
		Total Estimated Amount				**$222,771**

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290 Atlantic Technical College

Location: **Atlantic Technical College->Bldg 6**

Deficiency:

Assess ID	**68801**	Surveyor/Update	**Zindy Agredo**
Defeciency Code ID	**M54-02**		
Status	**Estimated**	FCI	**Yes**
Life Cycle	**17044**		
Deficiency	**Controls Require Repair**		
Category	**Deferred Maintenance**	System	**Mechanical**
Priority	**2-Indirect Impact to Mission (1 Year)**	Functional Adequacy	**Non Related**
Correction	**Fix Pneumatic Controls**	Quantity / UoM	
Project(s) Note			

Estimate:

Type	Number	Description	Qty	UoM	Price	Extension
U	230943100280	Pneumatic control system, heating & ventilating, split system, mixed air control, enthalpy cycle, panel readout, tubing, 10 to 20 tons, including nominal 50' of tubing	0	Ea.	9,650.00	$3,082
				Sub Total		**$3,082**
				Construction Adjustment	35%	1,063
				Construction Cost		**$4,145**
				Adjustment Factor	0%	0
				Soft Cost Adjustment	48%	2,008
				Total Estimated Amount		**$6,153**

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Deficiency Detail

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290 Atlantic Technical College

Location: **Atlantic Technical College->Bldg 6**

Deficiency:

Assess ID	**68802**	Surveyor/Update	**Zindy Agredo**
Defeciency Code ID	**M59-03**		
Status	**Estimated**	FCI	**Yes**
Life Cycle	**17046**		
Deficiency	**Ductwork Requires Replacement**		
Category	**Capital Renewal**	System	**Mechanical**
Priority	**3-Short Term Conditions (2-3 Years)**	Functional Adequacy	**Non Related**
Correction	**Replace HVAC Ductwork**	Quantity / UoM	
Project(s) Note			

Estimate:

Type	Number	Description	Qty	UoM	Price	Extension
U	090505101540	Ceiling demolition, ceiling tile, wood fiber, stapled, 12" x 12", remove	480	SF	0.64	$307
U	095123101130	Suspended acoustic ceiling tiles, mineral fiber tile, lay-in, rough texture, 2' x 2' or 2' x 4', 3/4" thick	480	SF	2.82	$1,354
U	230505101590	Ductwork, spiral wound, prefabricated, selective demolition	51	LF	3.11	$157
U	233113130570	Metal ductwork, fabricated rectangular, galvanized steel, 2000 to 5000 lb., includes fittings, joints, supports and allow for a flexible connections field sketches, excludes as-built drawings and insulation	120	Lb	7.70	$924
		Sub Total				**$2,742**
		Construction Adjustment			35%	946
		Construction Cost				**$3,688**
		Adjustment Factor			0%	0
		Soft Cost Adjustment			48%	1,787
		Total Estimated Amount				**$5,475**

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290 Atlantic Technical College

Location: **Atlantic Technical College->Bldg 6**

Deficiency:

Assess ID	**68805**	Surveyor/Update	**Zindy Agredo**
Defeciency Code ID	**M57-02C**		
Status	**Estimated**	FCI	**Yes**
Life Cycle	**17047**		

Deficiency	**The Air Handler HVAC Component Requires Replacement**		
Category	**Capital Renewal**	System	**Mechanical**
Priority	**3-Short Term Conditions (2-3 Years)**	Functional Adequacy	**Non Related**
Correction	**Replace 5000 CFM Air Handler**	Quantity / UoM	
Project(s) Note	**4000 cfm**		

Estimate:

Type	Number	Description	Qty	UoM	Price	Extension
U	237313202340	Central station air handling unit, packaged indoor, variable air volume, 5000 CFM, cooling coils may be chilled water or DX, heating coils may be hot water, steam or electric	1	Ea.	26,000.00	$26,000
U	230505100400	Central station air handler, up thru 15 ton, selective demolition	1	Ea.	820.00	$820
U	015419500100	Crane crew, daily use for small jobs, 12-ton truck-mounted hydraulic crane, portal to portal	1	Day	1,600.00	$1,600
U	233113131030	Metal ductwork, fabricated rectangular, 500 to 1000 lb., stainless steel, type 304, includes fittings, joints, supports and allow for a flexible connections field sketches, excludes as-built drawings and insulation	250	Lb	13.40	$3,350
U	260580101590	Motor connections, flexible conduit and fittings, 3 phase, 460 volt, 100 HP motor	1	Ea.	330.00	$330
				Sub Total		**$32,100**
				Construction Adjustment	35%	11,074
				Construction Cost		**$43,174**
				Adjustment Factor	0%	0
				Soft Cost Adjustment	48%	20,918
				Total Estimated Amount		**$64,093**

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290 Atlantic Technical College

Location: **Atlantic Technical College->Bldg 6**

Deficiency:

Assess ID	**68808**	Surveyor/Update	**Zindy Agredo**
Defeciency Code ID	**BP20-01**		
Status	**Estimated**	FCI	**Yes**
Life Cycle	**17048**		
Deficiency	**Install Fire Sprinklers**		
Category	**Code Compliance**	System	**Fire and Security**
Priority	**1-Mission Critical Concerns**	Functional Adequacy	**Non Related**
Correction	**Install Fire Sprinkler System**	Quantity / UoM	
Project(s) Note			

Estimate:

Type	Number	Description	Qty	UoM	Price	Extension
U	095123100400	Suspended acoustic ceiling tiles, fiberglass boards, film faced, 2' x 2' or 2' x 4' x 3/4" thick	987	SF	2.84	$2,803
U	090505101200	Ceiling demolition, suspended ceiling, mineral fiber, 2 x 2 or 2 x 4, remove	987	SF	0.64	$632
A	D40104101100	Wet pipe sprinkler systems, steel, ordinary hazard, 1 floor, 50,000 SF	3,553	SF	4.02	$14,283
				Sub Total		**$17,718**
				Construction Adjustment	35%	6,113
				Construction Cost		**$23,830**
				Adjustment Factor	0%	0
				Soft Cost Adjustment	48%	11,546
				Total Estimated Amount		**$35,376**

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290 Atlantic Technical College

Location: **Atlantic Technical College->Bldg 7**

Deficiency:

Assess ID	**68812**	Surveyor/Update	**Zindy Agredo**
Defeciency Code ID	**M54-02**		
Status	**Estimated**	FCI	**Yes**
Life Cycle	**17009**		
Deficiency	**Controls Require Repair**		
Category	**Deferred Maintenance**	System	**Mechanical**
Priority	**2-Indirect Impact to Mission (1 Year)**	Functional Adequacy	**Non Related**
Correction	**Fix Pneumatic Controls**	Quantity / UoM	
Project(s) Note			

Estimate:

Type	Number	Description	Qty	UoM	Price	Extension
U	230943100280	Pneumatic control system, heating & ventilating, split system, mixed air control, enthalpy cycle, panel readout, tubing, 10 to 20 tons, including nominal 50' of tubing	2	Ea.	9,650.00	$19,254
				Sub Total		**$19,254**
				Construction Adjustment	35%	6,643
				Construction Cost		**$25,897**
				Adjustment Factor	0%	0
				Soft Cost Adjustment	48%	12,547
				Total Estimated Amount		**$38,444**

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Deficiency Detail

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290 Atlantic Technical College

Location: **Atlantic Technical College->Bldg 7**

Deficiency:

Assess ID	**68813**	Surveyor/Update	**Zindy Agredo**
Defeciency Code ID	**M59-03**		
Status	**Estimated**	FCI	**Yes**
Life Cycle	**17011**		
Deficiency	**Ductwork Requires Replacement**		
Category	**Capital Renewal**	System	**Mechanical**
Priority	**3-Short Term Conditions (2-3 Years)**	Functional Adequacy	**Non Related**
Correction	**Replace HVAC Ductwork**	Quantity / UoM	
Project(s) Note			

Estimate:

Type	Number	Description	Qty	UoM	Price	Extension
U	090505101540	Ceiling demolition, ceiling tile, wood fiber, stapled, 12" x 12", remove	1,100	SF	0.64	$704
U	095123101130	Suspended acoustic ceiling tiles, mineral fiber tile, lay-in, rough texture, 2' x 2' or 2' x 4', 3/4" thick	1,100	SF	2.82	$3,102
U	230505101590	Ductwork, spiral wound, prefabricated, selective demolition	116	LF	3.11	$360
U	233113130570	Metal ductwork, fabricated rectangular, galvanized steel, 2000 to 5000 lb., includes fittings, joints, supports and allow for a flexible connections field sketches, excludes as-built drawings and insulation	275	Lb	7.70	$2,118
				Sub Total		**$6,284**
				Construction Adjustment	35%	2,168
				Construction Cost		**$8,451**
				Adjustment Factor	0%	0
				Soft Cost Adjustment	48%	4,095
				Total Estimated Amount		**$12,546**

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290 Atlantic Technical College

Location: **Atlantic Technical College->Bldg 7**

Deficiency:

Assess ID	**68824**	Surveyor/Update	**Zindy Agredo**
Defeciency Code ID	**BP20-01**		
Status	**Estimated**	FCI	**Yes**
Life Cycle	**17012**		
Deficiency	**Install Fire Sprinklers**		
Category	**Code Compliance**	System	**Fire and Security**
Priority	**1-Mission Critical Concerns**	Functional Adequacy	**Non Related**
Correction	**Install Fire Sprinkler System**	Quantity / UoM	
Project(s) Note			

Estimate:

Type	Number	Description	Qty	UoM	Price	Extension
U	095123100400	Suspended acoustic ceiling tiles, fiberglass boards, film faced, 2' x 2' or 2' x 4' x 3/4" thick	5,819	SF	2.84	$16,527
U	090505101200	Ceiling demolition, suspended ceiling, mineral fiber, 2 x 2 or 2 x 4, remove	5,819	SF	0.64	$3,724
A	D40104101100	Wet pipe sprinkler systems, steel, ordinary hazard, 1 floor, 50,000 SF	20,950	SF	4.02	$84,219
				Sub Total		**$104,471**
				Construction Adjustment	35%	36,042
				Construction Cost		**$140,513**
				Adjustment Factor	0%	0
				Soft Cost Adjustment	48%	68,079
				Total Estimated Amount		**$208,592**

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290 Atlantic Technical College

Location: **Atlantic Technical College->Bldg 8**

Deficiency:

Assess ID	**68826**	Surveyor/Update	**Zindy Agredo**
Defeciency Code ID	**M60-03**		
Status	**Estimated**	FCI	**Yes**
Life Cycle			
Deficiency	**Exhaust Fan Ventilation Requires Replacement**		
Category	**Capital Renewal**	System	**Mechanical**
Priority	**3-Short Term Conditions (2-3 Years)**	Functional Adequacy	**Non Related**
Correction	**Replace Exhaust Fan**	Quantity / UoM	
Project(s) Note	**5000 cfm**		

Estimate:

Type	Number	Description	Qty	UoM	Price	Extension
U	230505102120	Fans, up thru 1 H.P. or 2000 CFM, selective demolition	6	Ea.	155.00	$930
U	233423106180	Fans, propeller exhaust, wall shutter, direct drive, 1/4" S.P., two speed, 3275 CFM, 1/2 H.P.	6	Ea.	1,050.00	$6,300
		Sub Total				**$7,230**
		Construction Adjustment			35%	2,494
		Construction Cost				**$9,724**
		Adjustment Factor			0%	0
		Soft Cost Adjustment			48%	4,711
		Total Estimated Amount				**$14,436**

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290 Atlantic Technical College

Location: **Atlantic Technical College->Bldg 8**

Deficiency:

Assess ID	**68829**	Surveyor/Update	**Zindy Agredo**
Defeciency Code ID	**M54-02**		
Status	**Estimated**	FCI	**Yes**
Life Cycle	**16998**		
Deficiency	**Controls Require Repair**		
Category	**Deferred Maintenance**	System	**Mechanical**
Priority	**2-Indirect Impact to Mission (1 Year)**	Functional Adequacy	**Non Related**
Correction	**Fix Pneumatic Controls**	Quantity / UoM	
Project(s) Note			

Estimate:

Type	Number	Description	Qty	UoM	Price	Extension
U	230943100280	Pneumatic control system, heating & ventilating, split system, mixed air control, enthalpy cycle, panel readout, tubing, 10 to 20 tons, including nominal 50' of tubing	1	Ea.	9,650.00	$7,282
				Sub Total		**$7,282**
				Construction Adjustment	35%	2,512
				Construction Cost		**$9,794**
				Adjustment Factor	0%	0
				Soft Cost Adjustment	48%	4,745
				Total Estimated Amount		**$14,539**

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290 Atlantic Technical College

Location: **Atlantic Technical College->Bldg 8**

Deficiency:

Assess ID	**68830**	Surveyor/Update	**Zindy Agredo**
Defeciency Code ID	**M59-03**		
Status	**Estimated**	FCI	**Yes**
Life Cycle	**17000**		

Deficiency	**Ductwork Requires Replacement**		
Category	**Capital Renewal**	System	**Mechanical**
Priority	**3-Short Term Conditions (2-3 Years)**	Functional Adequacy	**Non Related**
Correction	**Replace HVAC Ductwork**	Quantity / UoM	
Project(s) Note			

Estimate:

Type	Number	Description	Qty	UoM	Price	Extension
U	090505101540	Ceiling demolition, ceiling tile, wood fiber, stapled, 12" x 12", remove	1,300	SF	0.64	$832
U	095123101130	Suspended acoustic ceiling tiles, mineral fiber tile, lay-in, rough texture, 2' x 2' or 2' x 4', 3/4" thick	1,300	SF	2.82	$3,666
U	230505101590	Ductwork, spiral wound, prefabricated, selective demolition	137	LF	3.11	$426
U	233113130570	Metal ductwork, fabricated rectangular, galvanized steel, 2000 to 5000 lb., includes fittings, joints, supports and allow for a flexible connections field sketches, excludes as-built drawings and insulation	325	Lb	7.70	$2,503
				Sub Total		**$7,426**
				Construction Adjustment	35%	2,562
				Construction Cost		**$9,988**
				Adjustment Factor	0%	0
				Soft Cost Adjustment	48%	4,839
				Total Estimated Amount		**$14,827**

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290 Atlantic Technical College

Location: **Atlantic Technical College->Bldg 8**

Deficiency:

Assess ID	**68833**	Surveyor/Update	**Chris Taylor**
Defeciency Code ID	**M57-02C**		
Status	**Estimated**	FCI	**Yes**
Life Cycle			

Deficiency	**The Air Handler HVAC Component Requires Replacement**		
Category	**Capital Renewal**	System	**Mechanical**
Priority	**3-Short Term Conditions (2-3 Years)**	Functional Adequacy	**Non Related**
Correction	**Replace 5000 CFM Air Handler**	Quantity / UoM	
Project(s) Note	**5000/10,000 cfm**		

Estimate:

Type	Number	Description	Qty	UoM	Price	Extension
U	233113131030	Metal ductwork, fabricated rectangular, 500 to 1000 lb., stainless steel, type 304, includes fittings, joints, supports and allow for a flexible connections field sketches, excludes as-built drawings and insulation	500	Lb	13.40	$6,700
U	237313202340	Central station air handling unit, packaged indoor, variable air volume, 5000 CFM, cooling coils may be chilled water or DX, heating coils may be hot water, steam or electric	2	Ea.	26,000.00	$52,000
U	230505100400	Central station air handler, up thru 15 ton, selective demolition	2	Ea.	820.00	$1,640
U	260580101590	Motor connections, flexible conduit and fittings, 3 phase, 460 volt, 100 HP motor	2	Ea.	330.00	$660
U	015419500100	Crane crew, daily use for small jobs, 12-ton truck-mounted hydraulic crane, portal to portal	2	Day	1,600.00	$3,200
		Sub Total				**$64,200**
		Construction Adjustment			35%	22,149
		Construction Cost				**$86,349**
		Adjustment Factor			70%	60,444
		Soft Cost Adjustment			48%	41,836
		Total Estimated Amount				**$188,629**

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Broward County Public Schools

Deficiency Detail

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290 Atlantic Technical College

Location: **Atlantic Technical College->Bldg 8**

Deficiency:

Assess ID	**68835**	Surveyor/Update	**Zindy Agredo**
Defeciency Code ID	**M57-21c**		
Status	**Estimated**	FCI	**Yes**
Life Cycle			
Deficiency	**Duct Heater Requires Replacement**		
Category	**Capital Renewal**	System	**Mechanical**
Priority	**3-Short Term Conditions (2-3 Years)**	Functional Adequacy	**Learning Environment**
Correction	**Replace Duct Heater**	Quantity / UoM	
Project(s) Note			

Estimate:

Type	Number	Description	Qty	UoM	Price	Extension
U	238216200360	Duct heater, electric, finned tubular insert, 480 V, 3Ph., 500Deg.F, 26.7 kW, 12" wide x 24" high	2	Ea.	2,825.00	$5,650
U	230505101850	Air conditioner, duct heater, electric strip, selective demolition, minimum labor/equipment charge	2	Job	161.00	$322
				Sub Total		**$5,972**
				Construction Adjustment	35%	2,060
				Construction Cost		**$8,032**
				Adjustment Factor	0%	0
				Soft Cost Adjustment	48%	3,892
				Total Estimated Amount		**$11,924**

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Deficiency Detail

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290 Atlantic Technical College

Location: **Atlantic Technical College->Bldg 8**

Deficiency:

Assess ID	**68836**	Surveyor/Update	**Zindy Agredo**
Defeciency Code ID	**M80-03**		
Status	**Estimated**	FCI	**Yes**
Life Cycle			

Deficiency	**The Mechanical / HVAC Piping / System Is Beyond Its Useful Life**		
Category	**Deferred Maintenance**	System	**Mechanical**
Priority	**3-Short Term Conditions (2-3 Years)**	Functional Adequacy	**Non Related**
Correction	**Replace HVAC Piping System (4-Pipe)**	Quantity / UoM	
Project(s) Note			

Estimate:

Type	Number	Description	Qty	UoM	Price	Extension
U	220719107568	Insulation, pipe covering (price copper tube one size less than I.P.S.), fiberglass with all service jacket, 2-1/2" wall, 1-1/2" iron pipe size	629	LF	10.60	$6,665
U	220719107578	Insulation, pipe covering (price copper tube one size less than I.P.S.), fiberglass with all service jacket, 2-1/2" wall, 4" iron pipe size	126	LF	15.75	$1,981
U	221113440590	Pipe, steel, black, threaded, 1-1/4" diameter, schedule 40, Spec. A-53, includes coupling and clevis hanger assembly sized for covering, 10' OC	629	LF	21.00	$13,205
U	221113440650	Pipe, steel, black, threaded, 4" diameter, schedule 40, Spec. A-53, includes coupling and clevis hanger assembly sized for covering, 10' OC	126	LF	66.00	$8,300
U	024113460100	Selective demolition, steel pipe with insulation, 3/4"-4", excludes excavation	755	LF	4.58	$3,456
				Sub Total		**$33,607**
				Construction Adjustment	35%	11,595
				Construction Cost		**$45,202**
				Adjustment Factor	0%	0
				Soft Cost Adjustment	48%	21,900
				Total Estimated Amount		**$67,102**

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Broward County Public Schools

Deficiency Detail

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290 Atlantic Technical College

Location: **Atlantic Technical College->Bldg 8**

Deficiency:

Assess ID	**68837**	Surveyor/Update	**Zindy Agredo**
Defeciency Code ID	**BP20-01**		
Status	**Estimated**	FCI	**Yes**
Life Cycle	**17001**		
Deficiency	**Install Fire Sprinklers**		
Category	**Code Compliance**	System	**Fire and Security**
Priority	**1-Mission Critical Concerns**	Functional Adequacy	**Non Related**
Correction	**Install Fire Sprinkler System**	Quantity / UoM	
Project(s) Note			

Estimate:

Type	Number	Description	Qty	UoM	Price	Extension
U	095123100400	Suspended acoustic ceiling tiles, fiberglass boards, film faced, 2' x 2' or 2' x 4' x 3/4" thick	2,201	SF	2.84	$6,250
U	090505101200	Ceiling demolition, suspended ceiling, mineral fiber, 2 x 2 or 2 x 4, remove	2,201	SF	0.64	$1,409
A	D40104101100	Wet pipe sprinkler systems, steel, ordinary hazard, 1 floor, 50,000 SF	7,923	SF	4.02	$31,850
				Sub Total		**$39,509**
				Construction Adjustment	35%	13,631
				Construction Cost		**$53,140**
				Adjustment Factor	0%	0
				Soft Cost Adjustment	48%	25,746
				Total Estimated Amount		**$78,886**

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Deficiency Detail

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290 Atlantic Technical College

Location: **Atlantic Technical College->Bldg 10**

Deficiency:

Assess ID	**68846**	Surveyor/Update	**Zindy Agredo**
Defeciency Code ID	**M54-02**		
Status	**Estimated**	FCI	**Yes**
Life Cycle	**16939**		
Deficiency	**Controls Require Repair**		
Category	**Deferred Maintenance**	System	**Mechanical**
Priority	**2-Indirect Impact to Mission (1 Year)**	Functional Adequacy	**Non Related**
Correction	**Fix Pneumatic Controls**	Quantity / UoM	
Project(s) Note			

Estimate:

Type	Number	Description	Qty	UoM	Price	Extension
U	230943100280	Pneumatic control system, heating & ventilating, split system, mixed air control, enthalpy cycle, panel readout, tubing, 10 to 20 tons, including nominal 50' of tubing	1	Ea.	9,650.00	$8,834
				Sub Total		**$8,834**
				Construction Adjustment	35%	3,048
				Construction Cost		**$11,882**
				Adjustment Factor	0%	0
				Soft Cost Adjustment	48%	5,757
				Total Estimated Amount		**$17,638**

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Deficiency Detail

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290 Atlantic Technical College

Location: **Atlantic Technical College->Bldg 10**

Deficiency:

Assess ID	**68847**	Surveyor/Update	**Zindy Agredo**
Defeciency Code ID	**M59-03**		
Status	**Estimated**	FCI	**Yes**
Life Cycle			
Deficiency	**Ductwork Requires Replacement**		
Category	**Capital Renewal**	System	**Mechanical**
Priority	**3-Short Term Conditions (2-3 Years)**	Functional Adequacy	**Non Related**
Correction	**Replace HVAC Ductwork**	Quantity / UoM	
Project(s) Note			

Estimate:

Type	Number	Description	Qty	UoM	Price	Extension
U	090505101540	Ceiling demolition, ceiling tile, wood fiber, stapled, 12" x 12", remove	1,000	SF	0.64	$640
U	095123101130	Suspended acoustic ceiling tiles, mineral fiber tile, lay-in, rough texture, 2' x 2' or 2' x 4', 3/4" thick	1,000	SF	2.82	$2,820
U	230505101590	Ductwork, spiral wound, prefabricated, selective demolition	105	LF	3.11	$327
U	233113130570	Metal ductwork, fabricated rectangular, galvanized steel, 2000 to 5000 lb., includes fittings, joints, supports and allow for a flexible connections field sketches, excludes as-built drawings and insulation	250	Lb	7.70	$1,925
		Sub Total				**$5,712**
		Construction Adjustment			35%	1,971
		Construction Cost				**$7,683**
		Adjustment Factor			0%	0
		Soft Cost Adjustment			48%	3,722
		Total Estimated Amount				**$11,406**

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Deficiency Detail

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290 Atlantic Technical College

Location: **Atlantic Technical College->Bldg 10**

Deficiency:

Assess ID	**68850**	Surveyor/Update	**Chris Taylor**
Defeciency Code ID	**M57-02C**		
Status	**Estimated**	FCI	**Yes**
Life Cycle			

Deficiency	**The Air Handler HVAC Component Requires Replacement**		
Category	**Capital Renewal**	System	**Mechanical**
Priority	**3-Short Term Conditions (2-3 Years)**	Functional Adequacy	**Non Related**
Correction	**Replace 5000 CFM Air Handler**	Quantity / UoM	
Project(s) Note	**5000 cfm**		

Estimate:

Type	Number	Description	Qty	UoM	Price	Extension
U	015419500100	Crane crew, daily use for small jobs, 12-ton truck-mounted hydraulic crane, portal to portal	2	Day	1,600.00	$3,200
U	233113131030	Metal ductwork, fabricated rectangular, 500 to 1000 lb., stainless steel, type 304, includes fittings, joints, supports and allow for a flexible connections field sketches, excludes as-built drawings and insulation	500	Lb	13.40	$6,700
U	237313202340	Central station air handling unit, packaged indoor, variable air volume, 5000 CFM, cooling coils may be chilled water or DX, heating coils may be hot water, steam or electric	2	Ea.	26,000.00	$52,000
U	230505100400	Central station air handler, up thru 15 ton, selective demolition	2	Ea.	820.00	$1,640
U	260580101590	Motor connections, flexible conduit and fittings, 3 phase, 460 volt, 100 HP motor	2	Ea.	330.00	$660
				Sub Total		**$64,200**
				Construction Adjustment	35%	22,149
				Construction Cost		**$86,349**
				Adjustment Factor	70%	60,444
				Soft Cost Adjustment	48%	41,836
				Total Estimated Amount		**$188,629**

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290 Atlantic Technical College

Location: **Atlantic Technical College->Bldg 10**

Deficiency:

Assess ID	**68851**	Surveyor/Update	**Zindy Agredo**
Defeciency Code ID	**M57-21c**		
Status	**Estimated**	FCI	**Yes**
Life Cycle	**16916**		
Deficiency	**Duct Heater Requires Replacement**		
Category	**Capital Renewal**	System	**Mechanical**
Priority	**3-Short Term Conditions (2-3 Years)**	Functional Adequacy	**Learning Environment**
Correction	**Replace Duct Heater**	Quantity / UoM	
Project(s) Note			

Estimate:

Type	Number	Description	Qty	UoM	Price	Extension
U	238216200360	Duct heater, electric, finned tubular insert, 480 V, 3Ph., 500Deg.F, 26.7 kW, 12" wide x 24" high	3	Ea.	2,825.00	$8,475
U	230505101850	Air conditioner, duct heater, electric strip, selective demolition, minimum labor/equipment charge	3	Job	161.00	$483
				Sub Total		**$8,958**
				Construction Adjustment	35%	3,091
				Construction Cost		**$12,049**
				Adjustment Factor	0%	0
				Soft Cost Adjustment	48%	5,838
				Total Estimated Amount		**$17,886**

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290 Atlantic Technical College

Location: **Atlantic Technical College->Bldg 10**

Deficiency:

Assess ID	**68852**	Surveyor/Update	**Zindy Agredo**
Defeciency Code ID	**M80-03**		
Status	**Estimated**	FCI	**Yes**
Life Cycle			
Deficiency	**The Mechanical / HVAC Piping / System Is Beyond Its Useful Life**		
Category	**Deferred Maintenance**	System	**Mechanical**
Priority	**3-Short Term Conditions (2-3 Years)**	Functional Adequacy	**Non Related**
Correction	**Replace HVAC Piping System (4-Pipe)**	Quantity / UoM	
Project(s) Note			

Estimate:

Type	Number	Description	Qty	UoM	Price	Extension
U	220719107568	Insulation, pipe covering (price copper tube one size less than I.P.S.), fiberglass with all service jacket, 2-1/2" wall, 1-1/2" iron pipe size	763	LF	10.60	$8,086
U	220719107578	Insulation, pipe covering (price copper tube one size less than I.P.S.), fiberglass with all service jacket, 2-1/2" wall, 4" iron pipe size	153	LF	15.75	$2,403
U	221113440590	Pipe, steel, black, threaded, 1-1/4" diameter, schedule 40, Spec. A-53, includes coupling and clevis hanger assembly sized for covering, 10' OC	763	LF	21.00	$16,020
U	221113440650	Pipe, steel, black, threaded, 4" diameter, schedule 40, Spec. A-53, includes coupling and clevis hanger assembly sized for covering, 10' OC	153	LF	66.00	$10,070
U	024113460100	Selective demolition, steel pipe with insulation, 3/4"-4", excludes excavation	915	LF	4.58	$4,193
				Sub Total		**$40,772**
				Construction Adjustment	35%	14,066
				Construction Cost		**$54,838**
				Adjustment Factor	0%	0
				Soft Cost Adjustment	48%	26,569
				Total Estimated Amount		**$81,407**

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290 Atlantic Technical College

Location: **Atlantic Technical College->Bldg 10**

Deficiency:

Assess ID	**68854**	Surveyor/Update	**Zindy Agredo**
Defeciency Code ID	**BP20-01**		
Status	**Estimated**	FCI	**Yes**
Life Cycle	**16941**		
Deficiency	**Install Fire Sprinklers**		
Category	**Code Compliance**	System	**Fire and Security**
Priority	**1-Mission Critical Concerns**	Functional Adequacy	**Non Related**
Correction	**Install Fire Sprinkler System**	Quantity / UoM	
Project(s) Note			

Estimate:

Type	Number	Description	Qty	UoM	Price	Extension
U	095123100400	Suspended acoustic ceiling tiles, fiberglass boards, film faced, 2' x 2' or 2' x 4' x 3/4" thick	2,670	SF	2.84	$7,583
U	090505101200	Ceiling demolition, suspended ceiling, mineral fiber, 2 x 2 or 2 x 4, remove	2,670	SF	0.64	$1,709
A	D40104101100	Wet pipe sprinkler systems, steel, ordinary hazard, 1 floor, 50,000 SF	9,612	SF	4.02	$38,640
				Sub Total		**$47,932**
				Construction Adjustment	35%	16,536
				Construction Cost		**$64,468**
				Adjustment Factor	0%	0
				Soft Cost Adjustment	48%	31,235
				Total Estimated Amount		**$95,703**

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Deficiency Detail

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290 Atlantic Technical College

Location: **Atlantic Technical College->Bldg 11**

Deficiency:

Assess ID	**68855**	Surveyor/Update	**Chris Taylor**
Defeciency Code ID	**M04-03**		
Status	**Estimated**	FCI	**Yes**
Life Cycle			

Deficiency	**The Exterior Air Handler Is Damaged And Requires Replacement**		
Category	**Capital Renewal**	System	**Mechanical**
Priority	**2-Indirect Impact to Mission (1 Year)**	Functional Adequacy	**Non Related**
Correction	**Replace 10,000 CFM Exterior Air Handler**	Quantity / UoM	
Project(s) Note	**4000/8000**		

Estimate:

Type	Number	Description	Qty	UoM	Price	Extension
U	230505100400	Central station air handler, up thru 15 ton, selective demolition	2	Ea.	820.00	$1,640
U	237413103250	Air handling unit, packaged weatherproof, with cooling/heating coil section, filters, mixing box, variable air volume, single zone, 10,000 CFM, cooling coils may be chilled water or DX, heating coils may be hot water, steam or electric	2	Ea.	75,000.00	$150,000
				Sub Total		**$151,640**
				Construction Adjustment	35%	52,316
				Construction Cost		**$203,956**
				Adjustment Factor	70%	142,769
				Soft Cost Adjustment	48%	98,817
				Total Estimated Amount		**$445,541**

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290 Atlantic Technical College

Location: **Atlantic Technical College->Bldg 11**

Deficiency:

Assess ID	**68857**	Surveyor/Update	**Zindy Agredo**
Defeciency Code ID	**M60-03**		
Status	**Estimated**	FCI	**Yes**
Life Cycle	**16885**		

Deficiency	**Exhaust Fan Ventilation Requires Replacement**		
Category	**Capital Renewal**	System	**Mechanical**
Priority	**3-Short Term Conditions (2-3 Years)**	Functional Adequacy	**Non Related**
Correction	**Replace Exhaust Fan**	Quantity / UoM	
Project(s) Note	**5000**		

Estimate:

Type	Number	Description	Qty	UoM	Price	Extension
U	230505102120	Fans, up thru 1 H.P. or 2000 CFM, selective demolition	6	Ea.	155.00	$930
U	233423106180	Fans, propeller exhaust, wall shutter, direct drive, 1/4" S.P., two speed, 3275 CFM, 1/2 H.P.	6	Ea.	1,050.00	$6,300
		Sub Total				**$7,230**
		Construction Adjustment			35%	2,494
		Construction Cost				**$9,724**
		Adjustment Factor			0%	0
		Soft Cost Adjustment			48%	4,711
		Total Estimated Amount				**$14,436**

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290 Atlantic Technical College

Location: **Atlantic Technical College->Bldg 11**

Deficiency:

Assess ID	**68902**	Surveyor/Update	**Zindy Agredo**
Defeciency Code ID	**M54-02**		
Status	**Estimated**	FCI	**Yes**
Life Cycle	**16906**		
Deficiency	**Controls Require Repair**		
Category	**Deferred Maintenance**	System	**Mechanical**
Priority	**2-Indirect Impact to Mission (1 Year)**	Functional Adequacy	**Non Related**
Correction	**Fix Pneumatic Controls**	Quantity / UoM	
Project(s) Note			

Estimate:

Type	Number	Description	Qty	UoM	Price	Extension
U	230943100280	Pneumatic control system, heating & ventilating, split system, mixed air control, enthalpy cycle, panel readout, tubing, 10 to 20 tons, including nominal 50' of tubing	1	Ea.	9,650.00	$6,548
				Sub Total		**$6,548**
				Construction Adjustment	35%	2,259
				Construction Cost		**$8,807**
				Adjustment Factor	0%	0
				Soft Cost Adjustment	48%	4,267
				Total Estimated Amount		**$13,075**

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290 Atlantic Technical College

Location: **Atlantic Technical College->Bldg 11**

Deficiency:

Assess ID	**68903**	Surveyor/Update	**Zindy Agredo**
Defeciency Code ID	**M59-03**		
Status	**Estimated**	FCI	**Yes**
Life Cycle			
Deficiency	**Ductwork Requires Replacement**		
Category	**Capital Renewal**	System	**Mechanical**
Priority	**3-Short Term Conditions (2-3 Years)**	Functional Adequacy	**Non Related**
Correction	**Replace HVAC Ductwork**	Quantity / UoM	
Project(s) Note			

Estimate:

Type	Number	Description	Qty	UoM	Price	Extension
U	090505101540	Ceiling demolition, ceiling tile, wood fiber, stapled, 12" x 12", remove	600	SF	0.64	$384
U	095123101130	Suspended acoustic ceiling tiles, mineral fiber tile, lay-in, rough texture, 2' x 2' or 2' x 4', 3/4" thick	600	SF	2.82	$1,692
U	230505101590	Ductwork, spiral wound, prefabricated, selective demolition	63	LF	3.11	$196
U	233113130570	Metal ductwork, fabricated rectangular, galvanized steel, 2000 to 5000 lb., includes fittings, joints, supports and allow for a flexible connections field sketches, excludes as-built drawings and insulation	150	Lb	7.70	$1,155
				Sub Total		**$3,427**
				Construction Adjustment	35%	1,182
				Construction Cost		**$4,610**
				Adjustment Factor	0%	0
				Soft Cost Adjustment	48%	2,233
				Total Estimated Amount		**$6,843**

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290 Atlantic Technical College

Location: **Atlantic Technical College->Bldg 11**

Deficiency:

Assess ID	**68908**	Surveyor/Update	**Chris Taylor**
Defeciency Code ID	**M57-02C**		
Status	**Estimated**	FCI	**Yes**
Life Cycle	**16888**		

Deficiency	**The Air Handler HVAC Component Requires Replacement**		
Category	**Capital Renewal**	System	**Mechanical**
Priority	**3-Short Term Conditions (2-3 Years)**	Functional Adequacy	**Non Related**
Correction	**Replace 5000 CFM Air Handler**	Quantity / UoM	
Project(s) Note	**4000 cfm**		

Estimate:

Type	Number	Description	Qty	UoM	Price	Extension
U	015419500100	Crane crew, daily use for small jobs, 12-ton truck-mounted hydraulic crane, portal to portal	2	Day	1,600.00	$3,200
U	233113131030	Metal ductwork, fabricated rectangular, 500 to 1000 lb., stainless steel, type 304, includes fittings, joints, supports and allow for a flexible connections field sketches, excludes as-built drawings and insulation	500	Lb	13.40	$6,700
U	237313202340	Central station air handling unit, packaged indoor, variable air volume, 5000 CFM, cooling coils may be chilled water or DX, heating coils may be hot water, steam or electric	2	Ea.	26,000.00	$52,000
U	230505100400	Central station air handler, up thru 15 ton, selective demolition	2	Ea.	820.00	$1,640
U	260580101590	Motor connections, flexible conduit and fittings, 3 phase, 460 volt, 100 HP motor	2	Ea.	330.00	$660
				Sub Total		**$64,200**
				Construction Adjustment	35%	22,149
				Construction Cost		**$86,349**
				Adjustment Factor	70%	60,444
				Soft Cost Adjustment	48%	41,836
				Total Estimated Amount		**$188,629**

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290 Atlantic Technical College

Location: **Atlantic Technical College->Bldg 11**

Deficiency:

Assess ID	**68911**	Surveyor/Update	**Zindy Agredo**
Defeciency Code ID	**M57-21c**		
Status	**Estimated**	FCI	**Yes**
Life Cycle	**16884**		
Deficiency	**Duct Heater Requires Replacement**		
Category	**Capital Renewal**	System	**Mechanical**
Priority	**3-Short Term Conditions (2-3 Years)**	Functional Adequacy	**Learning Environment**
Correction	**Replace Duct Heater**	Quantity / UoM	
Project(s) Note			

Estimate:

Type	Number	Description	Qty	UoM	Price	Extension
U	238216200360	Duct heater, electric, finned tubular insert, 480 V, 3Ph., 500Deg.F, 26.7 kW, 12" wide x 24" high	2	Ea.	2,825.00	$5,650
U	230505101850	Air conditioner, duct heater, electric strip, selective demolition, minimum labor/equipment charge	2	Job	161.00	$322
				Sub Total		**$5,972**
				Construction Adjustment	35%	2,060
				Construction Cost		**$8,032**
				Adjustment Factor	0%	0
				Soft Cost Adjustment	48%	3,892
				Total Estimated Amount		**$11,924**

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290 Atlantic Technical College

Location: **Atlantic Technical College->Bldg 11**

Deficiency:

Assess ID	**68913**	Surveyor/Update	**Zindy Agredo**
Defeciency Code ID	**M80-03**		
Status	**Estimated**	FCI	**Yes**
Life Cycle			

Deficiency	**The Mechanical / HVAC Piping / System Is Beyond Its Useful Life**		
Category	**Deferred Maintenance**	System	**Mechanical**
Priority	**3-Short Term Conditions (2-3 Years)**	Functional Adequacy	**Non Related**
Correction	**Replace HVAC Piping System (4-Pipe)**	Quantity / UoM	
Project(s) Note			

Estimate:

Type	Number	Description	Qty	UoM	Price	Extension
U	220719107568	Insulation, pipe covering (price copper tube one size less than I.P.S.), fiberglass with all service jacket, 2-1/2" wall, 1-1/2" iron pipe size	565	LF	10.60	$5,994
U	220719107578	Insulation, pipe covering (price copper tube one size less than I.P.S.), fiberglass with all service jacket, 2-1/2" wall, 4" iron pipe size	113	LF	15.75	$1,781
U	221113440590	Pipe, steel, black, threaded, 1-1/4" diameter, schedule 40, Spec. A-53, includes coupling and clevis hanger assembly sized for covering, 10' OC	565	LF	21.00	$11,875
U	221113440650	Pipe, steel, black, threaded, 4" diameter, schedule 40, Spec. A-53, includes coupling and clevis hanger assembly sized for covering, 10' OC	113	LF	66.00	$7,464
U	024113460100	Selective demolition, steel pipe with insulation, 3/4"-4", excludes excavation	679	LF	4.58	$3,108
				Sub Total		**$30,222**
				Construction Adjustment	35%	10,427
				Construction Cost		**$40,649**
				Adjustment Factor	0%	0
				Soft Cost Adjustment	48%	19,695
				Total Estimated Amount		**$60,344**

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290 Atlantic Technical College

Location: **Atlantic Technical College->Bldg 11**

Deficiency:

Assess ID	**68919**	Surveyor/Update	**Zindy Agredo**
Defeciency Code ID	**BP20-01**		
Status	**Estimated**	FCI	**Yes**
Life Cycle			
Deficiency	**Install Fire Sprinklers**		
Category	**Code Compliance**	System	**Fire and Security**
Priority	**1-Mission Critical Concerns**	Functional Adequacy	**Non Related**
Correction	**Install Fire Sprinkler System**	Quantity / UoM	
Project(s) Note			

Estimate:

Type	Number	Description	Qty	UoM	Price	Extension
U	095123100400	Suspended acoustic ceiling tiles, fiberglass boards, film faced, 2' x 2' or 2' x 4' x 3/4" thick	1,979	SF	2.84	$5,621
U	090505101200	Ceiling demolition, suspended ceiling, mineral fiber, 2 x 2 or 2 x 4, remove	1,979	SF	0.64	$1,267
A	D40104101100	Wet pipe sprinkler systems, steel, ordinary hazard, 1 floor, 50,000 SF	7,125	SF	4.02	$28,643
				Sub Total		**$35,530**
				Construction Adjustment	35%	12,258
				Construction Cost		**$47,788**
				Adjustment Factor	0%	0
				Soft Cost Adjustment	48%	23,153
				Total Estimated Amount		**$70,941**

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Deficiency Detail

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290 Atlantic Technical College

Location: **Atlantic Technical College->Lab**

Deficiency:

Assess ID	**68922**	Surveyor/Update	**Zindy Agredo**
Defeciency Code ID	**M02-03**		
Status	**Estimated**	FCI	**Yes**
Life Cycle			

Deficiency	**The Exterior Condenser Requires Replacement**		
Category	**Capital Renewal**	System	**Mechanical**
Priority	**1-Mission Critical Concerns**	Functional Adequacy	**Non Related**
Correction	**Replace 3 ton Exterior Condenser**	Quantity / UoM	
Project(s) Note	**5 tons**		

Estimate:

Type	Number	Description	Qty	UoM	Price	Extension
U	236313101630	Condenser, ratings are for air cooled, direct drive, propeller fan, 30Deg.F temperature difference, 3 ton, R-22	1	Ea.	1,725.00	$1,725
U	230505109000	HVAC, selective demolition, minimum labor/equipment charge	1	Job	680.00	$680
				Sub Total		**$2,405**
				Construction Adjustment	35%	830
				Construction Cost		**$3,235**
				Adjustment Factor	0%	0
				Soft Cost Adjustment	48%	1,567
				Total Estimated Amount		**$4,802**

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Deficiency Detail

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290 Atlantic Technical College

Location: **Atlantic Technical College->Lab**

Deficiency:

Assess ID	**68929**	Surveyor/Update	**Zindy Agredo**
Defeciency Code ID	**M59-03**		
Status	**Estimated**	FCI	**Yes**
Life Cycle	**16818**		
Deficiency	**Ductwork Requires Replacement**		
Category	**Capital Renewal**	System	**Mechanical**
Priority	**3-Short Term Conditions (2-3 Years)**	Functional Adequacy	**Non Related**
Correction	**Replace HVAC Ductwork**	Quantity / UoM	
Project(s) Note			

Estimate:

Type	Number	Description	Qty	UoM	Price	Extension
U	090505101540	Ceiling demolition, ceiling tile, wood fiber, stapled, 12" x 12", remove	1,400	SF	0.64	$896
U	095123101130	Suspended acoustic ceiling tiles, mineral fiber tile, lay-in, rough texture, 2' x 2' or 2' x 4', 3/4" thick	1,400	SF	2.82	$3,948
U	230505101590	Ductwork, spiral wound, prefabricated, selective demolition	147	LF	3.11	$458
U	233113130570	Metal ductwork, fabricated rectangular, galvanized steel, 2000 to 5000 lb., includes fittings, joints, supports and allow for a flexible connections field sketches, excludes as-built drawings and insulation	350	Lb	7.70	$2,695
		Sub Total				**$7,997**
		Construction Adjustment			35%	2,759
		Construction Cost				**$10,756**
		Adjustment Factor			0%	0
		Soft Cost Adjustment			48%	5,211
		Total Estimated Amount				**$15,968**

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290 Atlantic Technical College

Location: **Atlantic Technical College->Lab**

Deficiency:

Assess ID	**68937**	Surveyor/Update	**Zindy Agredo**
Defeciency Code ID	**M80-03**		
Status	**Estimated**	FCI	**Yes**
Life Cycle	**16817**		

Deficiency	**The Mechanical / HVAC Piping / System Is Beyond Its Useful Life**		
Category	**Deferred Maintenance**	System	**Mechanical**
Priority	**3-Short Term Conditions (2-3 Years)**	Functional Adequacy	**Non Related**
Correction	**Replace HVAC Piping System (4-Pipe)**	Quantity / UoM	
Project(s) Note			

Estimate:

Type	Number	Description	Qty	UoM	Price	Extension
U	220719107568	Insulation, pipe covering (price copper tube one size less than I.P.S.), fiberglass with all service jacket, 2-1/2" wall, 1-1/2" iron pipe size	866	LF	10.60	$9,177
U	220719107578	Insulation, pipe covering (price copper tube one size less than I.P.S.), fiberglass with all service jacket, 2-1/2" wall, 4" iron pipe size	173	LF	15.75	$2,727
U	221113440590	Pipe, steel, black, threaded, 1-1/4" diameter, schedule 40, Spec. A-53, includes coupling and clevis hanger assembly sized for covering, 10' OC	866	LF	21.00	$18,180
U	221113440650	Pipe, steel, black, threaded, 4" diameter, schedule 40, Spec. A-53, includes coupling and clevis hanger assembly sized for covering, 10' OC	173	LF	66.00	$11,427
U	024113460100	Selective demolition, steel pipe with insulation, 3/4"-4", excludes excavation	1,039	LF	4.58	$4,758
				Sub Total		**$46,269**
				Construction Adjustment	35%	15,963
				Construction Cost		**$62,232**
				Adjustment Factor	0%	0
				Soft Cost Adjustment	48%	30,151
				Total Estimated Amount		**$92,383**

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Deficiency Detail

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290 Atlantic Technical College

Location: **Atlantic Technical College->Lab**

Deficiency:

Assess ID	**68942**	Surveyor/Update	**Zindy Agredo**
Defeciency Code ID	**BP20-01**		
Status	**Estimated**	FCI	**Yes**
Life Cycle	**16819**		
Deficiency	**Install Fire Sprinklers**		
Category	**Code Compliance**	System	**Fire and Security**
Priority	**1-Mission Critical Concerns**	Functional Adequacy	**Non Related**
Correction	**Install Fire Sprinkler System**	Quantity / UoM	
Project(s) Note			

Estimate:

Type	Number	Description	Qty	UoM	Price	Extension
U	095123100400	Suspended acoustic ceiling tiles, fiberglass boards, film faced, 2' x 2' or 2' x 4' x 3/4" thick	3,030	SF	2.84	$8,605
U	090505101200	Ceiling demolition, suspended ceiling, mineral fiber, 2 x 2 or 2 x 4, remove	3,030	SF	0.64	$1,939
A	D40104101100	Wet pipe sprinkler systems, steel, ordinary hazard, 1 floor, 50,000 SF	10,908	SF	4.02	$43,850
				Sub Total		**$54,395**
				Construction Adjustment	35%	18,766
				Construction Cost		**$73,161**
				Adjustment Factor	0%	0
				Soft Cost Adjustment	48%	35,446
				Total Estimated Amount		**$108,607**

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290 Atlantic Technical College

Location: **Atlantic Technical College->Bldg 13**

Deficiency:

Assess ID	**68944**	Surveyor/Update	**Zindy Agredo**
Defeciency Code ID	**M60-03**		
Status	**Estimated**	FCI	**Yes**
Life Cycle			
Deficiency	**Exhaust Fan Ventilation Requires Replacement**		
Category	**Capital Renewal**	System	**Mechanical**
Priority	**3-Short Term Conditions (2-3 Years)**	Functional Adequacy	**Non Related**
Correction	**Replace Exhaust Fan**	Quantity / UoM	
Project(s) Note	**500 cfm**		

Estimate:

Type	Number	Description	Qty	UoM	Price	Extension
U	230505102120	Fans, up thru 1 H.P. or 2000 CFM, selective demolition	4	Ea.	155.00	$620
U	233423106180	Fans, propeller exhaust, wall shutter, direct drive, 1/4" S.P., two speed, 3275 CFM, 1/2 H.P.	4	Ea.	1,050.00	$4,200
				Sub Total		**$4,820**
				Construction Adjustment	35%	1,663
				Construction Cost		**$6,483**
				Adjustment Factor	0%	0
				Soft Cost Adjustment	48%	3,141
				Total Estimated Amount		**$9,624**

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290 Atlantic Technical College

Location: **Atlantic Technical College->Bldg 13**

Deficiency:

Assess ID	**68947**	Surveyor/Update	**Zindy Agredo**
Defeciency Code ID	**M57-02C**		
Status	**Estimated**	FCI	**Yes**
Life Cycle			

Deficiency	**The Air Handler HVAC Component Requires Replacement**		
Category	**Capital Renewal**	System	**Mechanical**
Priority	**3-Short Term Conditions (2-3 Years)**	Functional Adequacy	**Non Related**
Correction	**Replace 5000 CFM Air Handler**	Quantity / UoM	
Project(s) Note	**7500 cfm**		

Estimate:

Type	Number	Description	Qty	UoM	Price	Extension
U	237313202340	Central station air handling unit, packaged indoor, variable air volume, 5000 CFM, cooling coils may be chilled water or DX, heating coils may be hot water, steam or electric	1	Ea.	26,000.00	$26,000
U	230505100400	Central station air handler, up thru 15 ton, selective demolition	1	Ea.	820.00	$820
U	015419500100	Crane crew, daily use for small jobs, 12-ton truck-mounted hydraulic crane, portal to portal	1	Day	1,600.00	$1,600
U	233113131030	Metal ductwork, fabricated rectangular, 500 to 1000 lb., stainless steel, type 304, includes fittings, joints, supports and allow for a flexible connections field sketches, excludes as-built drawings and insulation	250	Lb	13.40	$3,350
U	260580101590	Motor connections, flexible conduit and fittings, 3 phase, 460 volt, 100 HP motor	1	Ea.	330.00	$330
				Sub Total		**$32,100**
				Construction Adjustment	35%	11,074
				Construction Cost		**$43,174**
				Adjustment Factor	0%	0
				Soft Cost Adjustment	48%	20,918
				Total Estimated Amount		**$64,093**

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290 Atlantic Technical College

Location: **Atlantic Technical College->Bldg 13**

Deficiency:

Assess ID	**68950**	Surveyor/Update	**Zindy Agredo**
Defeciency Code ID	**M57-21c**		
Status	**Estimated**	FCI	**Yes**
Life Cycle			
Deficiency	**Duct Heater Requires Replacement**		
Category	**Capital Renewal**	System	**Mechanical**
Priority	**3-Short Term Conditions (2-3 Years)**	Functional Adequacy	**Learning Environment**
Correction	**Replace Duct Heater**	Quantity / UoM	
Project(s) Note			

Estimate:

Type	Number	Description	Qty	UoM	Price	Extension
U	238216200360	Duct heater, electric, finned tubular insert, 480 V, 3Ph., 500Deg.F, 26.7 kW, 12" wide x 24" high	1	Ea.	2,825.00	$2,825
U	230505101850	Air conditioner, duct heater, electric strip, selective demolition, minimum labor/equipment charge	1	Job	161.00	$161
				Sub Total		**$2,986**
				Construction Adjustment	35%	1,030
				Construction Cost		**$4,016**
				Adjustment Factor	0%	0
				Soft Cost Adjustment	48%	1,946
				Total Estimated Amount		**$5,962**

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290 Atlantic Technical College

Location: **Atlantic Technical College->Bldg 13**

Deficiency:

Assess ID	**68970**	Surveyor/Update	**Zindy Agredo**
Defeciency Code ID	**BP20-01**		
Status	**Estimated**	FCI	**Yes**
Life Cycle			
Deficiency	**Install Fire Sprinklers**		
Category	**Code Compliance**	System	**Fire and Security**
Priority	**1-Mission Critical Concerns**	Functional Adequacy	**Non Related**
Correction	**Install Fire Sprinkler System**	Quantity / UoM	
Project(s) Note			

Estimate:

Type	Number	Description	Qty	UoM	Price	Extension
U	095123100400	Suspended acoustic ceiling tiles, fiberglass boards, film faced, 2' x 2' or 2' x 4' x 3/4" thick	3,176	SF	2.84	$9,019
U	090505101200	Ceiling demolition, suspended ceiling, mineral fiber, 2 x 2 or 2 x 4, remove	3,176	SF	0.64	$2,033
A	D40104101100	Wet pipe sprinkler systems, steel, ordinary hazard, 1 floor, 50,000 SF	11,433	SF	4.02	$45,961
				Sub Total		**$57,013**
				Construction Adjustment	35%	19,669
				Construction Cost		**$76,682**
				Adjustment Factor	0%	0
				Soft Cost Adjustment	48%	37,152
				Total Estimated Amount		**$113,834**

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290 Atlantic Technical College

Location: **Atlantic Technical College->Lab**

Deficiency:

Assess ID	**68971**	Surveyor/Update	**Zindy Agredo**
Defeciency Code ID	**M60-03**		
Status	**Estimated**	FCI	**Yes**
Life Cycle			

Deficiency	**Exhaust Fan Ventilation Requires Replacement**		
Category	**Capital Renewal**	System	**Mechanical**
Priority	**3-Short Term Conditions (2-3 Years)**	Functional Adequacy	**Non Related**
Correction	**Replace Exhaust Fan**	Quantity / UoM	
Project(s) Note	**500 cfm**		

Estimate:

Type	Number	Description	Qty	UoM	Price	Extension
U	230505102120	Fans, up thru 1 H.P. or 2000 CFM, selective demolition	3	Ea.	155.00	$465
U	233423106180	Fans, propeller exhaust, wall shutter, direct drive, 1/4" S.P., two speed, 3275 CFM, 1/2 H.P.	3	Ea.	1,050.00	$3,150
				Sub Total		**$3,615**
				Construction Adjustment	35%	1,247
				Construction Cost		**$4,862**
				Adjustment Factor	0%	0
				Soft Cost Adjustment	48%	2,356
				Total Estimated Amount		**$7,218**

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Deficiency Detail

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290 Atlantic Technical College

Location: **Atlantic Technical College->Lab**

Deficiency:

Assess ID	**68972**	Surveyor/Update	**Zindy Agredo**
Defeciency Code ID	**M54-02**		
Status	**Estimated**	FCI	**Yes**
Life Cycle	**16760**		
Deficiency	**Controls Require Repair**		
Category	**Deferred Maintenance**	System	**Mechanical**
Priority	**2-Indirect Impact to Mission (1 Year)**	Functional Adequacy	**Non Related**
Correction	**Fix Pneumatic Controls**	Quantity / UoM	
Project(s) Note			

Estimate:

Type	Number	Description	Qty	UoM	Price	Extension
U	230943100280	Pneumatic control system, heating & ventilating, split system, mixed air control, enthalpy cycle, panel readout, tubing, 10 to 20 tons, including nominal 50' of tubing	0	Ea.	9,650.00	$4,652
				Sub Total		**$4,652**
				Construction Adjustment	35%	1,605
				Construction Cost		**$6,257**
				Adjustment Factor	0%	0
				Soft Cost Adjustment	48%	3,032
				Total Estimated Amount		**$9,289**

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Deficiency Detail

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290 Atlantic Technical College

Location: **Atlantic Technical College->Lab**

Deficiency:

Assess ID	**68975**	Surveyor/Update	**Zindy Agredo**
Defeciency Code ID	**BP20-01**		
Status	**Estimated**	FCI	**Yes**
Life Cycle	**16763**		
Deficiency	**Install Fire Sprinklers**		
Category	**Code Compliance**	System	**Fire and Security**
Priority	**1-Mission Critical Concerns**	Functional Adequacy	**Non Related**
Correction	**Install Fire Sprinkler System**	Quantity / UoM	
Project(s) Note			

Estimate:

Type	Number	Description	Qty	UoM	Price	Extension
U	095123100400	Suspended acoustic ceiling tiles, fiberglass boards, film faced, 2' x 2' or 2' x 4' x 3/4" thick	1,406	SF	2.84	$3,993
U	090505101200	Ceiling demolition, suspended ceiling, mineral fiber, 2 x 2 or 2 x 4, remove	1,406	SF	0.64	$900
A	D40104101100	Wet pipe sprinkler systems, steel, ordinary hazard, 1 floor, 50,000 SF	5,062	SF	4.02	$20,349
				Sub Total		**$25,243**
				Construction Adjustment	35%	8,709
				Construction Cost		**$33,951**
				Adjustment Factor	0%	0
				Soft Cost Adjustment	48%	16,449
				Total Estimated Amount		**$50,401**

Broward County Public Schools

Deficiency Detail

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290 Atlantic Technical College

Location: **Atlantic Technical College->Bldg 15**

Deficiency:

Assess ID	**68976**	Surveyor/Update	**Chris Taylor**
Defeciency Code ID	**M04-03**		
Status	**Estimated**	FCI	**Yes**
Life Cycle	**16744**		

Deficiency	**The Exterior Air Handler Is Damaged And Requires Replacement**		
Category	**Capital Renewal**	System	**Mechanical**
Priority	**2-Indirect Impact to Mission (1 Year)**	Functional Adequacy	**Non Related**
Correction	**Replace 10,000 CFM Exterior Air Handler**	Quantity / UoM	
Project(s) Note	**7500 cfm**		

Estimate:

Type	Number	Description	Qty	UoM	Price	Extension
U	230505100400	Central station air handler, up thru 15 ton, selective demolition	1	Ea.	820.00	$820
U	237413103250	Air handling unit, packaged weatherproof, with cooling/heating coil section, filters, mixing box, variable air volume, single zone, 10,000 CFM, cooling coils may be chilled water or DX, heating coils may be hot water, steam or electric	1	Ea.	75,000.00	$75,000
		Sub Total				**$75,820**
		Construction Adjustment			35%	26,158
		Construction Cost				**$101,978**
		Adjustment Factor			70%	71,385
		Soft Cost Adjustment			48%	49,408
		Total Estimated Amount				**$222,771**

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Deficiency Detail

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290 Atlantic Technical College

Location: **Atlantic Technical College->Bldg 15**

Deficiency:

Assess ID	**68977**	Surveyor/Update	**Zindy Agredo**
Defeciency Code ID	**M57-02C**		
Status	**Estimated**	FCI	**Yes**
Life Cycle			

Deficiency	**The Air Handler HVAC Component Requires Replacement**		
Category	**Capital Renewal**	System	**Mechanical**
Priority	**3-Short Term Conditions (2-3 Years)**	Functional Adequacy	**Non Related**
Correction	**Replace 5000 CFM Air Handler**	Quantity / UoM	
Project(s) Note	**7500 cfm**		

Estimate:

Type	Number	Description	Qty	UoM	Price	Extension
U	237313202340	Central station air handling unit, packaged indoor, variable air volume, 5000 CFM, cooling coils may be chilled water or DX, heating coils may be hot water, steam or electric	1	Ea.	26,000.00	$26,000
U	230505100400	Central station air handler, up thru 15 ton, selective demolition	1	Ea.	820.00	$820
U	015419500100	Crane crew, daily use for small jobs, 12-ton truck-mounted hydraulic crane, portal to portal	1	Day	1,600.00	$1,600
U	233113131030	Metal ductwork, fabricated rectangular, 500 to 1000 lb., stainless steel, type 304, includes fittings, joints, supports and allow for a flexible connections field sketches, excludes as-built drawings and insulation	250	Lb	13.40	$3,350
U	260580101590	Motor connections, flexible conduit and fittings, 3 phase, 460 volt, 100 HP motor	1	Ea.	330.00	$330
				Sub Total		**$32,100**
				Construction Adjustment	35%	11,074
				Construction Cost		**$43,174**
				Adjustment Factor	0%	0
				Soft Cost Adjustment	48%	20,918
				Total Estimated Amount		**$64,093**

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290 Atlantic Technical College

Location: **Atlantic Technical College->Bldg 15**

Deficiency:

Assess ID	**68981**	Surveyor/Update	**Zindy Agredo**
Defeciency Code ID	**BP20-01**		
Status	**Estimated**	FCI	**Yes**
Life Cycle	**16694**		

Deficiency	**Install Fire Sprinklers**		
Category	**Code Compliance**	System	**Fire and Security**
Priority	**1-Mission Critical Concerns**	Functional Adequacy	**Non Related**
Correction	**Install Fire Sprinkler System**	Quantity / UoM	
Project(s) Note			

Estimate:

Type	Number	Description	Qty	UoM	Price	Extension
U	095123100400	Suspended acoustic ceiling tiles, fiberglass boards, film faced, 2' x 2' or 2' x 4' x 3/4" thick	4,418	SF	2.84	$12,548
U	090505101200	Ceiling demolition, suspended ceiling, mineral fiber, 2 x 2 or 2 x 4, remove	4,418	SF	0.64	$2,828
A	D40104101100	Wet pipe sprinkler systems, steel, ordinary hazard, 1 floor, 50,000 SF	15,906	SF	4.02	$63,942
				Sub Total		**$79,318**
				Construction Adjustment	35%	27,365
				Construction Cost		**$106,683**
				Adjustment Factor	0%	0
				Soft Cost Adjustment	48%	51,688
				Total Estimated Amount		**$158,370**

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290 Atlantic Technical College

Location: **Atlantic Technical College->Bldg 17**

Deficiency:

Assess ID	**68982**	Surveyor/Update	**Zindy Agredo**
Defeciency Code ID	**M02-03**		
Status	**Estimated**	FCI	**Yes**
Life Cycle			

Deficiency	**The Exterior Condenser Requires Replacement**		
Category	**Capital Renewal**	System	**Mechanical**
Priority	**1-Mission Critical Concerns**	Functional Adequacy	**Non Related**
Correction	**Replace 3 ton Exterior Condenser**	Quantity / UoM	
Project(s) Note	**3.5 = 7.0 tonAC**		

Estimate:

Type	Number	Description	Qty	UoM	Price	Extension
U	236313101630	Condenser, ratings are for air cooled, direct drive, propeller fan, 30Deg.F temperature difference, 3 ton, R-22	2	Ea.	1,725.00	$3,450
U	230505109000	HVAC, selective demolition, minimum labor/equipment charge	2	Job	680.00	$1,360
				Sub Total		**$4,810**
				Construction Adjustment	35%	1,659
				Construction Cost		**$6,469**
				Adjustment Factor	0%	0
				Soft Cost Adjustment	48%	3,134
				Total Estimated Amount		**$9,604**

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Deficiency Detail

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290 Atlantic Technical College

Location: **Atlantic Technical College->Bldg 17**

Deficiency:

Assess ID	**68983**	Surveyor/Update	**Chris Taylor**
Defeciency Code ID	**M57-02C**		
Status	**Estimated**	FCI	**Yes**
Life Cycle			
Deficiency	**The Air Handler HVAC Component Requires Replacement**		
Category	**Capital Renewal**	System	**Mechanical**
Priority	**3-Short Term Conditions (2-3 Years)**	Functional Adequacy	**Non Related**
Correction	**Replace 5000 CFM Air Handler**	Quantity / UoM	
Project(s) Note	**4000 cfm**		

Estimate:

Type	Number	Description	Qty	UoM	Price	Extension
U	233113131030	Metal ductwork, fabricated rectangular, 500 to 1000 lb., stainless steel, type 304, includes fittings, joints, supports and allow for a flexible connections field sketches, excludes as-built drawings and insulation	500	Lb	13.40	$6,700
U	237313202340	Central station air handling unit, packaged indoor, variable air volume, 5000 CFM, cooling coils may be chilled water or DX, heating coils may be hot water, steam or electric	2	Ea.	26,000.00	$52,000
U	230505100400	Central station air handler, up thru 15 ton, selective demolition	2	Ea.	820.00	$1,640
U	260580101590	Motor connections, flexible conduit and fittings, 3 phase, 460 volt, 100 HP motor	2	Ea.	330.00	$660
U	015419500100	Crane crew, daily use for small jobs, 12-ton truck-mounted hydraulic crane, portal to portal	2	Day	1,600.00	$3,200
				Sub Total		**$64,200**
				Construction Adjustment	35%	22,149
				Construction Cost		**$86,349**
				Adjustment Factor	70%	60,444
				Soft Cost Adjustment	48%	41,836
				Total Estimated Amount		**$188,629**

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Deficiency Detail

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290 Atlantic Technical College

Location: **Atlantic Technical College->Bldg 17**

Deficiency:

Assess ID	**68984**	Surveyor/Update	**Zindy Agredo**
Defeciency Code ID	**M57-21c**		
Status	**Estimated**	FCI	**Yes**
Life Cycle	**16635**		
Deficiency	**Duct Heater Requires Replacement**		
Category	**Capital Renewal**	System	**Mechanical**
Priority	**3-Short Term Conditions (2-3 Years)**	Functional Adequacy	**Learning Environment**
Correction	**Replace Duct Heater**	Quantity / UoM	
Project(s) Note			

Estimate:

Type	Number	Description	Qty	UoM	Price	Extension
U	238216200360	Duct heater, electric, finned tubular insert, 480 V, 3Ph., 500Deg.F, 26.7 kW, 12" wide x 24" high	2	Ea.	2,825.00	$5,650
U	230505101850	Air conditioner, duct heater, electric strip, selective demolition, minimum labor/equipment charge	2	Job	161.00	$322
				Sub Total		**$5,972**
				Construction Adjustment	35%	2,060
				Construction Cost		**$8,032**
				Adjustment Factor	0%	0
				Soft Cost Adjustment	48%	3,892
				Total Estimated Amount		**$11,924**

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290 Atlantic Technical College

Location: **Atlantic Technical College->Bldg 17**

Deficiency:

Assess ID	**68989**	Surveyor/Update	**Zindy Agredo**
Defeciency Code ID	**BP20-01**		
Status	**Estimated**	FCI	**Yes**
Life Cycle	**16676**		
Deficiency	**Install Fire Sprinklers**		
Category	**Code Compliance**	System	**Fire and Security**
Priority	**1-Mission Critical Concerns**	Functional Adequacy	**Non Related**
Correction	**Install Fire Sprinkler System**	Quantity / UoM	
Project(s) Note			

Estimate:

Type	Number	Description	Qty	UoM	Price	Extension
U	095123100400	Suspended acoustic ceiling tiles, fiberglass boards, film faced, 2' x 2' or 2' x 4' x 3/4" thick	3,285	SF	2.84	$9,330
U	090505101200	Ceiling demolition, suspended ceiling, mineral fiber, 2 x 2 or 2 x 4, remove	3,285	SF	0.64	$2,103
A	D40104101100	Wet pipe sprinkler systems, steel, ordinary hazard, 1 floor, 50,000 SF	11,827	SF	4.02	$47,545
				Sub Total		**$58,977**
				Construction Adjustment	35%	20,347
				Construction Cost		**$79,324**
				Adjustment Factor	0%	0
				Soft Cost Adjustment	48%	38,433
				Total Estimated Amount		**$117,757**

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290 Atlantic Technical College

Location: **Atlantic Technical College->Bldg 18**

Deficiency:

Assess ID	**68991**	Surveyor/Update	**Zindy Agredo**
Defeciency Code ID	**M02-03**		
Status	**Estimated**	FCI	**Yes**
Life Cycle			
Deficiency	**The Exterior Condenser Requires Replacement**		
Category	**Capital Renewal**	System	**Mechanical**
Priority	**1-Mission Critical Concerns**	Functional Adequacy	**Non Related**
Correction	**Replace 3 ton Exterior Condenser**	Quantity / UoM	
Project(s) Note	**5 ton**		

Estimate:

Type	Number	Description	Qty	UoM	Price	Extension
U	236313101630	Condenser, ratings are for air cooled, direct drive, propeller fan, 30Deg.F temperature difference, 3 ton, R-22	2	Ea.	1,725.00	$3,450
U	230505109000	HVAC, selective demolition, minimum labor/equipment charge	2	Job	680.00	$1,360
				Sub Total		**$4,810**
				Construction Adjustment	35%	1,659
				Construction Cost		**$6,469**
				Adjustment Factor	0%	0
				Soft Cost Adjustment	46%	2,949
				Total Estimated Amount		**$9,418**

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290 Atlantic Technical College

Location: **Atlantic Technical College->Bldg 18**

Deficiency:

Assess ID	**68995**	Surveyor/Update	**Zindy Agredo**
Defeciency Code ID	**M54-02**		
Status	**Estimated**	FCI	**Yes**
Life Cycle			
Deficiency	**Controls Require Repair**		
Category	**Deferred Maintenance**	System	**Mechanical**
Priority	**2-Indirect Impact to Mission (1 Year)**	Functional Adequacy	**Non Related**
Correction	**Fix Pneumatic Controls**	Quantity / UoM	
Project(s) Note			

Estimate:

Type	Number	Description	Qty	UoM	Price	Extension
U	230943100280	Pneumatic control system, heating & ventilating, split system, mixed air control, enthalpy cycle, panel readout, tubing, 10 to 20 tons, including nominal 50' of tubing	1	Ea.	9,650.00	$5,143
				Sub Total		**$5,143**
				Construction Adjustment	35%	1,774
				Construction Cost		**$6,917**
				Adjustment Factor	0%	0
				Soft Cost Adjustment	46%	3,153
				Total Estimated Amount		**$10,070**

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290 Atlantic Technical College

Location: **Atlantic Technical College->Bldg 18**

Deficiency:

Assess ID	**68996**	Surveyor/Update	**Chris Taylor**
Defeciency Code ID	**M57-02C**		
Status	**Estimated**	FCI	**Yes**
Life Cycle			
Deficiency	**The Air Handler HVAC Component Requires Replacement**		
Category	**Capital Renewal**	System	**Mechanical**
Priority	**3-Short Term Conditions (2-3 Years)**	Functional Adequacy	**Non Related**
Correction	**Replace 5000 CFM Air Handler**	Quantity / UoM	
Project(s) Note	**5000 cfm**		

Estimate:

Type	Number	Description	Qty	UoM	Price	Extension
U	015419500100	Crane crew, daily use for small jobs, 12-ton truck-mounted hydraulic crane, portal to portal	2	Day	1,600.00	$3,200
U	233113131030	Metal ductwork, fabricated rectangular, 500 to 1000 lb., stainless steel, type 304, includes fittings, joints, supports and allow for a flexible connections field sketches, excludes as-built drawings and insulation	500	Lb	13.40	$6,700
U	237313202340	Central station air handling unit, packaged indoor, variable air volume, 5000 CFM, cooling coils may be chilled water or DX, heating coils may be hot water, steam or electric	2	Ea.	26,000.00	$52,000
U	230505100400	Central station air handler, up thru 15 ton, selective demolition	2	Ea.	820.00	$1,640
U	260580101590	Motor connections, flexible conduit and fittings, 3 phase, 460 volt, 100 HP motor	2	Ea.	330.00	$660
				Sub Total		**$64,200**
				Construction Adjustment	35%	22,149
				Construction Cost		**$86,349**
				Adjustment Factor	70%	60,444
				Soft Cost Adjustment	46%	39,358
				Total Estimated Amount		**$186,151**

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Deficiency Detail

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290 Atlantic Technical College

Location: **Atlantic Technical College->Bldg 18**

Deficiency:

Assess ID	**68998**	Surveyor/Update	**Zindy Agredo**
Defeciency Code ID	**M57-21c**		
Status	**Estimated**	FCI	**Yes**
Life Cycle			
Deficiency	**Duct Heater Requires Replacement**		
Category	**Capital Renewal**	System	**Mechanical**
Priority	**3-Short Term Conditions (2-3 Years)**	Functional Adequacy	**Learning Environment**
Correction	**Replace Duct Heater**	Quantity / UoM	
Project(s) Note			

Estimate:

Type	Number	Description	Qty	UoM	Price	Extension
U	238216200360	Duct heater, electric, finned tubular insert, 480 V, 3Ph., 500Deg.F, 26.7 kW, 12" wide x 24" high	2	Ea.	2,825.00	$5,650
U	230505101850	Air conditioner, duct heater, electric strip, selective demolition, minimum labor/equipment charge	2	Job	161.00	$322
				Sub Total		**$5,972**
				Construction Adjustment	35%	2,060
				Construction Cost		**$8,032**
				Adjustment Factor	0%	0
				Soft Cost Adjustment	46%	3,661
				Total Estimated Amount		**$11,693**

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290 Atlantic Technical College

Location: **Atlantic Technical College->Bldg 18**

Deficiency:

Assess ID	**69005**	Surveyor/Update	**Zindy Agredo**
Defeciency Code ID	**BP20-01**		
Status	**Estimated**	FCI	**Yes**
Life Cycle	**16620**		

Deficiency	**Install Fire Sprinklers**		
Category	**Code Compliance**	System	**Fire and Security**
Priority	**1-Mission Critical Concerns**	Functional Adequacy	**Non Related**
Correction	**Install Fire Sprinkler System**	Quantity / UoM	
Project(s) Note			

Estimate:

Type	Number	Description	Qty	UoM	Price	Extension
U	095123100400	Suspended acoustic ceiling tiles, fiberglass boards, film faced, 2' x 2' or 2' x 4' x 3/4" thick	1,554	SF	2.84	$4,415
U	090505101200	Ceiling demolition, suspended ceiling, mineral fiber, 2 x 2 or 2 x 4, remove	1,554	SF	0.64	$995
A	D40104101100	Wet pipe sprinkler systems, steel, ordinary hazard, 1 floor, 50,000 SF	5,596	SF	4.02	$22,496
				Sub Total		**$27,905**
				Construction Adjustment	35%	9,627
				Construction Cost		**$37,533**
				Adjustment Factor	0%	0
				Soft Cost Adjustment	46%	17,107
				Total Estimated Amount		**$54,640**

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290 Atlantic Technical College

Location: **Atlantic Technical College->Lab**

Deficiency:

Assess ID	**69009**	Surveyor/Update	**Zindy Agredo**
Defeciency Code ID	**M59-03**		
Status	**Estimated**	FCI	**Yes**
Life Cycle	**16587**		
Deficiency	**Ductwork Requires Replacement**		
Category	**Capital Renewal**	System	**Mechanical**
Priority	**3-Short Term Conditions (2-3 Years)**	Functional Adequacy	**Non Related**
Correction	**Replace HVAC Ductwork**	Quantity / UoM	
Project(s) Note			

Estimate:

Type	Number	Description	Qty	UoM	Price	Extension
U	090505101540	Ceiling demolition, ceiling tile, wood fiber, stapled, 12" x 12", remove	1,500	SF	0.64	$960
U	095123101130	Suspended acoustic ceiling tiles, mineral fiber tile, lay-in, rough texture, 2' x 2' or 2' x 4', 3/4" thick	1,500	SF	2.82	$4,230
U	230505101590	Ductwork, spiral wound, prefabricated, selective demolition	158	LF	3.11	$491
U	233113130570	Metal ductwork, fabricated rectangular, galvanized steel, 2000 to 5000 lb., includes fittings, joints, supports and allow for a flexible connections field sketches, excludes as-built drawings and insulation	375	Lb	7.70	$2,888
				Sub Total		**$8,569**
				Construction Adjustment	35%	2,956
				Construction Cost		**$11,525**
				Adjustment Factor	0%	0
				Soft Cost Adjustment	46%	5,253
				Total Estimated Amount		**$16,778**

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290 Atlantic Technical College

Location: **Atlantic Technical College->Lab**

Deficiency:

Assess ID	**69013**	Surveyor/Update	**Zindy Agredo**
Defeciency Code ID	**M57-21c**		
Status	**Estimated**	FCI	**Yes**
Life Cycle	**16545**		
Deficiency	**Duct Heater Requires Replacement**		
Category	**Capital Renewal**	System	**Mechanical**
Priority	**3-Short Term Conditions (2-3 Years)**	Functional Adequacy	**Learning Environment**
Correction	**Replace Duct Heater**	Quantity / UoM	
Project(s) Note			

Estimate:

Type	Number	Description	Qty	UoM	Price	Extension
U	238216200360	Duct heater, electric, finned tubular insert, 480 V, 3Ph., 500Deg.F, 26.7 kW, 12" wide x 24" high	1	Ea.	2,825.00	$2,825
U	230505101850	Air conditioner, duct heater, electric strip, selective demolition, minimum labor/equipment charge	1	Job	161.00	$161
				Sub Total		**$2,986**
				Construction Adjustment	35%	1,030
				Construction Cost		**$4,016**
				Adjustment Factor	0%	0
				Soft Cost Adjustment	46%	1,831
				Total Estimated Amount		**$5,847**

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290 Atlantic Technical College

Location: **Atlantic Technical College->Lab**

Deficiency:

Assess ID	**69015**	Surveyor/Update	**Zindy Agredo**
Defeciency Code ID	**M80-03**		
Status	**Estimated**	FCI	**Yes**
Life Cycle			

Deficiency	**The Mechanical / HVAC Piping / System Is Beyond Its Useful Life**		
Category	**Deferred Maintenance**	System	**Mechanical**
Priority	**3-Short Term Conditions (2-3 Years)**	Functional Adequacy	**Non Related**
Correction	**Replace HVAC Piping System (4-Pipe)**	Quantity / UoM	
Project(s) Note			

Estimate:

Type	Number	Description	Qty	UoM	Price	Extension
U	220719107568	Insulation, pipe covering (price copper tube one size less than I.P.S.), fiberglass with all service jacket, 2-1/2" wall, 1-1/2" iron pipe size	708	LF	10.60	$7,509
U	220719107578	Insulation, pipe covering (price copper tube one size less than I.P.S.), fiberglass with all service jacket, 2-1/2" wall, 4" iron pipe size	142	LF	15.75	$2,232
U	221113440590	Pipe, steel, black, threaded, 1-1/4" diameter, schedule 40, Spec. A-53, includes coupling and clevis hanger assembly sized for covering, 10' OC	708	LF	21.00	$14,877
U	221113440650	Pipe, steel, black, threaded, 4" diameter, schedule 40, Spec. A-53, includes coupling and clevis hanger assembly sized for covering, 10' OC	142	LF	66.00	$9,351
U	024113460100	Selective demolition, steel pipe with insulation, 3/4"-4", excludes excavation	850	LF	4.58	$3,893
				Sub Total		**$37,862**
				Construction Adjustment	35%	13,062
				Construction Cost		**$50,924**
				Adjustment Factor	0%	0
				Soft Cost Adjustment	46%	23,211
				Total Estimated Amount		**$74,135**

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290 Atlantic Technical College

Location: **Atlantic Technical College->Lab**

Deficiency:

Assess ID	**69017**	Surveyor/Update	**Zindy Agredo**
Defeciency Code ID	**BP20-01**		
Status	**Estimated**	FCI	**Yes**
Life Cycle	**16588**		
Deficiency	**Install Fire Sprinklers**		
Category	**Code Compliance**	System	**Fire and Security**
Priority	**1-Mission Critical Concerns**	Functional Adequacy	**Non Related**
Correction	**Install Fire Sprinkler System**	Quantity / UoM	
Project(s) Note			

Estimate:

Type	Number	Description	Qty	UoM	Price	Extension
U	095123100400	Suspended acoustic ceiling tiles, fiberglass boards, film faced, 2' x 2' or 2' x 4' x 3/4" thick	2,479	SF	2.84	$7,042
U	090505101200	Ceiling demolition, suspended ceiling, mineral fiber, 2 x 2 or 2 x 4, remove	2,479	SF	0.64	$1,587
A	D40104101100	Wet pipe sprinkler systems, steel, ordinary hazard, 1 floor, 50,000 SF	8,926	SF	4.02	$35,883
				Sub Total		**$44,511**
				Construction Adjustment	35%	15,356
				Construction Cost		**$59,867**
				Adjustment Factor	0%	0
				Soft Cost Adjustment	46%	27,288
				Total Estimated Amount		**$87,155**

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290 Atlantic Technical College

Location: **Atlantic Technical College->Bldg 20**

Deficiency:

Assess ID	**69018**	Surveyor/Update	**Zindy Agredo**
Defeciency Code ID	**M06-03**		
Status	**Estimated**	FCI	**Yes**
Life Cycle			

Deficiency	**The Exterior Metal Cooling Tower Is Damaged And Requires Replacement**		
Category	**Capital Renewal**	System	**Mechanical**
Priority	**2-Indirect Impact to Mission (1 Year)**	Functional Adequacy	**Non Related**
Correction	**Replace 130 Ton Exterior Metal Cooling Tower**	Quantity / UoM	
Project(s) Note	**20=20tonAC**		

Estimate:

Type	Number	Description	Qty	UoM	Price	Extension
U	015436502200	Mobilization or demobilization, crane, crawler-mounted, up to 75 ton	1	Ea.	1,125.00	$1,125
U	236513100250	Cooling tower, packaged unit, galvanized steel, induced draft, crossflow, vertical, belt drive, 131 ton, includes standard controls, excludes pumps and piping	130	TonAC	251.00	$32,630
U	260580102055	Motor connections, flexible conduit and fittings, 3 phase, sealtite, 460 volt, 150 HP motor	1	Ea.	480.00	$480
U	230505100700	Cooling tower, up thru 400 ton, selective demolition	1	Ea.	2,550.00	$2,550
				Sub Total		**$36,785**
				Construction Adjustment	35%	12,691
				Construction Cost		**$49,476**
				Adjustment Factor	0%	0
				Soft Cost Adjustment	46%	22,551
				Total Estimated Amount		**$72,027**

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290 Atlantic Technical College

Location: **Atlantic Technical College->Bldg 20**

Deficiency:

Assess ID	**69019**	Surveyor/Update	**Zindy Agredo**
Defeciency Code ID	**M21-03**		
Status	**Estimated**	FCI	**Yes**
Life Cycle			

Deficiency	**The Roof Condenser Requires Replacement**		
Category	**Capital Renewal**	System	**Mechanical**
Priority	**3-Short Term Conditions (2-3 Years)**	Functional Adequacy	**Non Related**
Correction	**Replace Rooftop Condenser**	Quantity / UoM	
Project(s) Note	**5.0=5.0 tonAC**		

Estimate:

Type	Number	Description	Qty	UoM	Price	Extension
U	015436502000	Mobilization or demobilization, crane, truck-mounted, up to 75 ton, (driver only, one-way)	1	Ea.	88.50	$89
U	260580101600	Motor connections, flexible conduit and fittings, 3 phase, 460 volt, 125 HP motor	0	Ea.	415.00	$83
U	236313101640	Condenser, ratings are for air cooled, direct drive, propeller fan, 30Deg.F temperature difference, 5 ton, R-22, replace unit	0	Ea.	2,775.00	$555
U	230505100150	Air conditioner, split unit air conditioner, package unit, 3 ton, selective demolition	0	Ea.	680.00	$227
				Sub Total		**$953**
				Construction Adjustment	35%	329
				Construction Cost		**$1,282**
				Adjustment Factor	0%	0
				Soft Cost Adjustment	46%	584
				Total Estimated Amount		**$1,866**

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290 Atlantic Technical College

Location: **Atlantic Technical College->Bldg 20**

Deficiency:

Assess ID	**69020**	Surveyor/Update	**Zindy Agredo**
Defeciency Code ID	**m57-20c**		
Status	**Estimated**	FCI	**Yes**
Life Cycle			

Deficiency	**Small HVAC Circulating Pump Requires Replacement**		
Category	**Deferred Maintenance**	System	**Mechanical**
Priority	**3-Short Term Conditions (2-3 Years)**	Functional Adequacy	**Non Related**
Correction	**Replace Small (5HP or Less) Circulating Pump**	Quantity / UoM	
Project(s) Note	**10 hp**		

Estimate:

Type	Number	Description	Qty	UoM	Price	Extension
U	220505102184	Pump, 1 H.P. thru 5 H.P., selective demolition	1	Ea.	216.00	$216
U	232123134300	Pump, circulating, cast iron, close coupled, end suction, bronze impeller, flanged joints, 5 H.P., to 225 GPM, 3" size	1	Ea.	4,425.00	$4,425
				Sub Total		**$4,641**
				Construction Adjustment	35%	1,601
				Construction Cost		**$6,242**
				Adjustment Factor	0%	0
				Soft Cost Adjustment	46%	2,845
				Total Estimated Amount		**$9,087**

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290 Atlantic Technical College

Location: **Atlantic Technical College->Bldg 20**

Deficiency:

Assess ID	**69022**	Surveyor/Update	**Zindy Agredo**
Defeciency Code ID	**M57-21c**		
Status	**Estimated**	FCI	**Yes**
Life Cycle			
Deficiency	**Duct Heater Requires Replacement**		
Category	**Capital Renewal**	System	**Mechanical**
Priority	**3-Short Term Conditions (2-3 Years)**	Functional Adequacy	**Learning Environment**
Correction	**Replace Duct Heater**	Quantity / UoM	
Project(s) Note			

Estimate:

Type	Number	Description	Qty	UoM	Price	Extension
U	238216200360	Duct heater, electric, finned tubular insert, 480 V, 3Ph., 500Deg.F, 26.7 kW, 12" wide x 24" high	2	Ea.	2,825.00	$5,650
U	230505101850	Air conditioner, duct heater, electric strip, selective demolition, minimum labor/equipment charge	2	Job	161.00	$322
				Sub Total		**$5,972**
				Construction Adjustment	35%	2,060
				Construction Cost		**$8,032**
				Adjustment Factor	0%	0
				Soft Cost Adjustment	46%	3,661
				Total Estimated Amount		**$11,693**

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290 Atlantic Technical College

Location: **Atlantic Technical College->Bldg 20**

Deficiency:

Assess ID	**69026**	Surveyor/Update	**Zindy Agredo**
Defeciency Code ID	**BP20-01**		
Status	**Estimated**	FCI	**Yes**
Life Cycle	**16528**		

Deficiency	**Install Fire Sprinklers**		
Category	**Code Compliance**	System	**Fire and Security**
Priority	**1-Mission Critical Concerns**	Functional Adequacy	**Non Related**
Correction	**Install Fire Sprinkler System**	Quantity / UoM	
Project(s) Note			

Estimate:

Type	Number	Description	Qty	UoM	Price	Extension
U	095123100400	Suspended acoustic ceiling tiles, fiberglass boards, film faced, 2' x 2' or 2' x 4' x 3/4" thick	1,539	SF	2.84	$4,372
U	090505101200	Ceiling demolition, suspended ceiling, mineral fiber, 2 x 2 or 2 x 4, remove	1,539	SF	0.64	$985
A	D40104101100	Wet pipe sprinkler systems, steel, ordinary hazard, 1 floor, 50,000 SF	5,542	SF	4.02	$22,279
				Sub Total		**$27,636**
				Construction Adjustment	35%	9,534
				Construction Cost		**$37,171**
				Adjustment Factor	0%	0
				Soft Cost Adjustment	46%	16,942
				Total Estimated Amount		**$54,113**

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290 Atlantic Technical College

Location: **Atlantic Technical College->Bldg Support**

Deficiency:

Assess ID	**69027**	Surveyor/Update	**Zindy Agredo**
Defeciency Code ID	**M57-24c**		
Status	**Estimated**	FCI	**Yes**
Life Cycle	**16513**		

Deficiency	**Large HVAC Circulating Pump Requires Replacement**		
Category	**Deferred Maintenance**	System	**Mechanical**
Priority	**2-Indirect Impact to Mission (1 Year)**	Functional Adequacy	**Non Related**
Correction	**Replace Large (10 HP) Circulating Pump**	Quantity / UoM	
Project(s) Note	**20 hp**		

Estimate:

Type	Number	Description	Qty	UoM	Price	Extension
U	232123134520	Pump, circulating, cast iron, close coupled, end suction, bronze impeller, flanged joints, 10 H.P., to 600 GPM, 4" size	3	Ea.	6,700.00	$20,100
U	220505102186	Pump, 7-1/2 H.P. thru 15 H.P., selective demolition	3	Ea.	515.00	$1,545
				Sub Total		**$21,645**
				Construction Adjustment	35%	7,468
				Construction Cost		**$29,113**
				Adjustment Factor	0%	0
				Soft Cost Adjustment	46%	13,269
				Total Estimated Amount		**$42,382**

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290 Atlantic Technical College

Location: **Atlantic Technical College->Lab**

Deficiency:

Assess ID	**69064**	Surveyor/Update	**Zindy Agredo**
Defeciency Code ID	**M80-03**		
Status	**Estimated**	FCI	**Yes**
Life Cycle	**16761**		

Deficiency	**The Mechanical / HVAC Piping / System Is Beyond Its Useful Life**		
Category	**Deferred Maintenance**	System	**Mechanical**
Priority	**3-Short Term Conditions (2-3 Years)**	Functional Adequacy	**Non Related**
Correction	**Replace HVAC Piping System (4-Pipe)**	Quantity / UoM	
Project(s) Note			

Estimate:

Type	Number	Description	Qty	UoM	Price	Extension
U	220719107568	Insulation, pipe covering (price copper tube one size less than I.P.S.), fiberglass with all service jacket, 2-1/2" wall, 1-1/2" iron pipe size	402	LF	10.60	$4,259
U	220719107578	Insulation, pipe covering (price copper tube one size less than I.P.S.), fiberglass with all service jacket, 2-1/2" wall, 4" iron pipe size	80	LF	15.75	$1,266
U	221113440590	Pipe, steel, black, threaded, 1-1/4" diameter, schedule 40, Spec. A-53, includes coupling and clevis hanger assembly sized for covering, 10' OC	402	LF	21.00	$8,437
U	221113440650	Pipe, steel, black, threaded, 4" diameter, schedule 40, Spec. A-53, includes coupling and clevis hanger assembly sized for covering, 10' OC	80	LF	66.00	$5,303
U	024113460100	Selective demolition, steel pipe with insulation, 3/4"-4", excludes excavation	482	LF	4.58	$2,208
				Sub Total		**$21,472**
				Construction Adjustment	35%	7,408
				Construction Cost		**$28,879**
				Adjustment Factor	0%	0
				Soft Cost Adjustment	48%	13,992
				Total Estimated Amount		**$42,872**

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Deficiency Detail

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290 Atlantic Technical College

Location: **Atlantic Technical College->Lockers**

Deficiency:

Assess ID	**69075**	Surveyor/Update	**Zindy Agredo**
Defeciency Code ID	**BP20-01**		
Status	**Estimated**	FCI	**Yes**
Life Cycle			
Deficiency	**Install Fire Sprinklers**		
Category	**Code Compliance**	System	**Fire and Security**
Priority	**1-Mission Critical Concerns**	Functional Adequacy	**Non Related**
Correction	**Install Fire Sprinkler System**	Quantity / UoM	
Project(s) Note			

Estimate:

Type	Number	Description	Qty	UoM	Price	Extension
U	095123100400	Suspended acoustic ceiling tiles, fiberglass boards, film faced, 2' x 2' or 2' x 4' x 3/4" thick	234	SF	2.84	$664
U	090505101200	Ceiling demolition, suspended ceiling, mineral fiber, 2 x 2 or 2 x 4, remove	234	SF	0.64	$150
A	D40104101100	Wet pipe sprinkler systems, steel, ordinary hazard, 1 floor, 50,000 SF	842	SF	4.02	$3,385
				Sub Total		**$4,199**
				Construction Adjustment	35%	1,449
				Construction Cost		**$5,647**
				Adjustment Factor	0%	0
				Soft Cost Adjustment	48%	2,736
				Total Estimated Amount		**$8,383**

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Deficiency Detail

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290 Atlantic Technical College

Location: **Atlantic Technical College->Bldg 6**

Deficiency:

Assess ID	**69124**	Surveyor/Update	**Zindy Agredo**
Defeciency Code ID	**M57-21c**		
Status	**Estimated**	FCI	**Yes**
Life Cycle	**17043**		
Deficiency	**Duct Heater Requires Replacement**		
Category	**Capital Renewal**	System	**Mechanical**
Priority	**3-Short Term Conditions (2-3 Years)**	Functional Adequacy	**Learning Environment**
Correction	**Replace Duct Heater**	Quantity / UoM	
Project(s) Note			

Estimate:

Type	Number	Description	Qty	UoM	Price	Extension
U	238216200360	Duct heater, electric, finned tubular insert, 480 V, 3Ph., 500Deg.F, 26.7 kW, 12" wide x 24" high	1	Ea.	2,825.00	$2,825
U	230505101850	Air conditioner, duct heater, electric strip, selective demolition, minimum labor/equipment charge	1	Job	161.00	$161
				Sub Total		**$2,986**
				Construction Adjustment	35%	1,030
				Construction Cost		**$4,016**
				Adjustment Factor	0%	0
				Soft Cost Adjustment	48%	1,946
				Total Estimated Amount		**$5,962**

Broward County Public Schools

Deficiency Detail

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290 Atlantic Technical College

Location: **Atlantic Technical College->Bldg 6**

Deficiency:

Assess ID	**69130**	Surveyor/Update	**Zindy Agredo**
Defeciency Code ID	**M80-03**		
Status	**Estimated**	FCI	**Yes**
Life Cycle	**17045**		

Deficiency	**The Mechanical / HVAC Piping / System Is Beyond Its Useful Life**		
Category	**Deferred Maintenance**	System	**Mechanical**
Priority	**3-Short Term Conditions (2-3 Years)**	Functional Adequacy	**Non Related**
Correction	**Replace HVAC Piping System (4-Pipe)**	Quantity / UoM	
Project(s) Note			

Estimate:

Type	Number	Description	Qty	UoM	Price	Extension
U	220719107568	Insulation, pipe covering (price copper tube one size less than I.P.S.), fiberglass with all service jacket, 2-1/2" wall, 1-1/2" iron pipe size	266	LF	10.60	$2,821
U	220719107578	Insulation, pipe covering (price copper tube one size less than I.P.S.), fiberglass with all service jacket, 2-1/2" wall, 4" iron pipe size	53	LF	15.75	$838
U	221113440590	Pipe, steel, black, threaded, 1-1/4" diameter, schedule 40, Spec. A-53, includes coupling and clevis hanger assembly sized for covering, 10' OC	266	LF	21.00	$5,588
U	221113440650	Pipe, steel, black, threaded, 4" diameter, schedule 40, Spec. A-53, includes coupling and clevis hanger assembly sized for covering, 10' OC	53	LF	66.00	$3,513
U	024113460100	Selective demolition, steel pipe with insulation, 3/4"-4", excludes excavation	319	LF	4.58	$1,463
				Sub Total		**$14,223**
				Construction Adjustment	35%	4,907
				Construction Cost		**$19,129**
				Adjustment Factor	0%	0
				Soft Cost Adjustment	48%	9,268
				Total Estimated Amount		**$28,398**

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290 Atlantic Technical College

Location: **Atlantic Technical College->Bldg 5**

Deficiency:

Assess ID	**69135**	Surveyor/Update	**Zindy Agredo**
Defeciency Code ID	**M57-24c**		
Status	**Estimated**	FCI	**Yes**
Life Cycle	**17080**		

Deficiency	**Large HVAC Circulating Pump Requires Replacement**		
Category	**Deferred Maintenance**	System	**Mechanical**
Priority	**2-Indirect Impact to Mission (1 Year)**	Functional Adequacy	**Non Related**
Correction	**Replace Large (10 HP) Circulating Pump**	Quantity / UoM	
Project(s) Note			

Estimate:

Type	Number	Description	Qty	UoM	Price	Extension
U	232123134520	Pump, circulating, cast iron, close coupled, end suction, bronze impeller, flanged joints, 10 H.P., to 600 GPM, 4" size	1	Ea.	6,700.00	$6,700
U	220505102186	Pump, 7-1/2 H.P. thru 15 H.P., selective demolition	1	Ea.	515.00	$515
				Sub Total		**$7,215**
				Construction Adjustment	35%	2,489
				Construction Cost		**$9,704**
				Adjustment Factor	0%	0
				Soft Cost Adjustment	48%	4,702
				Total Estimated Amount		**$14,406**

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290 Atlantic Technical College

Location: **Atlantic Technical College->Bldg 3**

Deficiency:

Assess ID	**221201**	Surveyor/Update	**Michelle Manke**
Defeciency Code ID	**M20-01**		
Status	**Estimated**	FCI	**Yes**
Life Cycle			
Deficiency	**The Small Diameter Exhausts/Hoods Require Replacement**		
Category	**Deferred Maintenance**	System	**Mechanical**
Priority	**3-Short Term Conditions (2-3 Years)**	Functional Adequacy	**Non Related**
Correction	**Replace Roof Exhaust/Hoods (<1' Dia)**	Quantity / UoM	
Project(s) Note			

Estimate:

Type	Number	Description	Qty	UoM	Price	Extension
U	260580100020	Motor connections, flexible conduit and fittings, 1 phase, 115 volt, up to 1 HP motor	1	Ea.	90.50	$91
U	230505102120	Fans, up thru 1 H.P. or 2000 CFM, selective demolition	1	Ea.	155.00	$155
U	233416107120	Fans, roof exhauster, centrifugal, aluminum housing, bird screen, back draft damper, direct drive, 1/4" S.P., 600 CFM, 12" galvanized curb, 11" sq. damper	1	Ea.	1,200.00	$1,200
				Sub Total		**$1,446**
				Construction Adjustment	35%	499
				Construction Cost		**$1,944**
				Adjustment Factor	0%	0
				Soft Cost Adjustment	42%	825
				Total Estimated Amount		**$2,769**

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Deficiency Detail

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290 Atlantic Technical College

Location: **Atlantic Technical College->Admin**

Deficiency:

Assess ID	**223304**	Surveyor/Update	
Defeciency Code ID	**BCRoof-01**		
Status	**Estimated**	FCI	**Yes**
Life Cycle			
Deficiency	**Reroofing Required (Broward CPS)**		
Category	**Capital Renewal**	System	**Roofing**
Priority	**2-Indirect Impact to Mission (1 Year)**	Functional Adequacy	**Non Related**
Correction	**Reroof Building**	Quantity / UoM	
Project(s) Note			

Estimate:

Type	Number	Description	Qty	UoM	Price	Extension
M		Estimate based on BCPS experience	7,253	SF	6.25	$45,331
				Sub Total		**$45,331**
				Construction Adjustment	35%	15,639
				Construction Cost		**$60,971**
				Adjustment Factor	0%	0
				Soft Cost Adjustment	42%	25,876
				Total Estimated Amount		**$86,846**

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Deficiency Detail

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290 Atlantic Technical College

Location: **Atlantic Technical College->Bldg 2**

Deficiency:

Assess ID	**223305**	Surveyor/Update	
Defeciency Code ID	**BCRoof-02**		
Status	**Estimated**	FCI	**Yes**
Life Cycle			
Deficiency	**Reroofing with new Decking Required (Broward CPS)**		
Category	**Capital Renewal**	System	**Roofing**
Priority	**2-Indirect Impact to Mission (1 Year)**	Functional Adequacy	**Non Related**
Correction	**Reroof and Replace Decking**	Quantity / UoM	
Project(s) Note			

Estimate:

Type	Number	Description	Qty	UoM	Price	Extension
M		Estimate based of BCPS experience	13,619	SF	7.25	$98,738
				Sub Total		**$98,738**
				Construction Adjustment	35%	34,065
				Construction Cost		**$132,802**
				Adjustment Factor	0%	0
				Soft Cost Adjustment	42%	56,361
				Total Estimated Amount		**$189,164**

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290 Atlantic Technical College

Location: **Atlantic Technical College->Bldg 3**

Deficiency:

Assess ID	**223307**	Surveyor/Update	
Defeciency Code ID	**BCRoof-02**		
Status	**Estimated**	FCI	**Yes**
Life Cycle			
Deficiency	**Reroofing with new Decking Required (Broward CPS)**		
Category	**Capital Renewal**	System	**Roofing**
Priority	**2-Indirect Impact to Mission (1 Year)**	Functional Adequacy	**Non Related**
Correction	**Reroof and Replace Decking**	Quantity / UoM	
Project(s) Note			

Estimate:

Type	Number	Description	Qty	UoM	Price	Extension
M		Estimate based of BCPS experience	13,244	SF	7.25	$96,019
				Sub Total		**$96,019**
				Construction Adjustment	35%	33,127
				Construction Cost		**$129,146**
				Adjustment Factor	0%	0
				Soft Cost Adjustment	42%	54,809
				Total Estimated Amount		**$183,955**

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290 Atlantic Technical College

Location: **Atlantic Technical College->Bldg 5**

Deficiency:

Assess ID	**223309**	Surveyor/Update	
Defeciency Code ID	**BCRoof-01**		
Status	**Estimated**	FCI	**Yes**
Life Cycle			
Deficiency	**Reroofing Required (Broward CPS)**		
Category	**Capital Renewal**	System	**Roofing**
Priority	**2-Indirect Impact to Mission (1 Year)**	Functional Adequacy	**Non Related**
Correction	**Reroof Building**	Quantity / UoM	
Project(s) Note			

Estimate:

Type	Number	Description	Qty	UoM	Price	Extension
M		Estimate based on BCPS experience	3,723	SF	6.25	$23,269
				Sub Total		**$23,269**
				Construction Adjustment	35%	8,028
				Construction Cost		**$31,296**
				Adjustment Factor	0%	0
				Soft Cost Adjustment	42%	13,282
				Total Estimated Amount		**$44,579**

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290 Atlantic Technical College

Location: **Atlantic Technical College->Bldg 6**

Deficiency:

Assess ID	**223310**	Surveyor/Update	
Defeciency Code ID	**BCRoof-01**		
Status	**Estimated**	FCI	**Yes**
Life Cycle			
Deficiency	**Reroofing Required (Broward CPS)**		
Category	**Capital Renewal**	System	**Roofing**
Priority	**2-Indirect Impact to Mission (1 Year)**	Functional Adequacy	**Non Related**
Correction	**Reroof Building**	Quantity / UoM	
Project(s) Note			

Estimate:

Type	Number	Description	Qty	UoM	Price	Extension
M		Estimate based on BCPS experience	3,353	SF	6.25	$20,956
				Sub Total		**$20,956**
				Construction Adjustment	35%	7,230
				Construction Cost		**$28,186**
				Adjustment Factor	0%	0
				Soft Cost Adjustment	42%	11,962
				Total Estimated Amount		**$40,148**

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Deficiency Detail

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290 Atlantic Technical College

Location: **Atlantic Technical College->Bldg 7**

Deficiency:

Assess ID	**223311**	Surveyor/Update	
Defeciency Code ID	**BCRoof-02**		
Status	**Estimated**	FCI	**Yes**
Life Cycle			
Deficiency	**Reroofing with new Decking Required (Broward CPS)**		
Category	**Capital Renewal**	System	**Roofing**
Priority	**2-Indirect Impact to Mission (1 Year)**	Functional Adequacy	**Non Related**
Correction	**Reroof and Replace Decking**	Quantity / UoM	
Project(s) Note			

Estimate:

Type	Number	Description	Qty	UoM	Price	Extension
M		Estimate based of BCPS experience	20,950	SF	7.25	$151,888
				Sub Total		**$151,888**
				Construction Adjustment	35%	52,401
				Construction Cost		**$204,289**
				Adjustment Factor	0%	0
				Soft Cost Adjustment	42%	86,700
				Total Estimated Amount		**$290,989**

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Deficiency Detail

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290 Atlantic Technical College

Location: **Atlantic Technical College->Lockers**

Deficiency:

Assess ID	**223314**	Surveyor/Update	
Defeciency Code ID	**BCRoof-02**		
Status	**Estimated**	FCI	**Yes**
Life Cycle			
Deficiency	**Reroofing with new Decking Required (Broward CPS)**		
Category	**Capital Renewal**	System	**Roofing**
Priority	**2-Indirect Impact to Mission (1 Year)**	Functional Adequacy	**Non Related**
Correction	**Reroof and Replace Decking**	Quantity / UoM	
Project(s) Note			

Estimate:

Type	Number	Description	Qty	UoM	Price	Extension
M		Estimate based of BCPS experience	802	SF	7.25	$5,815
				Sub Total		**$5,815**
				Construction Adjustment	35%	2,006
				Construction Cost		**$7,821**
				Adjustment Factor	0%	0
				Soft Cost Adjustment	42%	3,319
				Total Estimated Amount		**$11,140**

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Deficiency Detail

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290 Atlantic Technical College

Location: **Atlantic Technical College->Bldg 10**

Deficiency:

Assess ID	**223316**	Surveyor/Update	
Defeciency Code ID	**BCRoof-02**		
Status	**Estimated**	FCI	**Yes**
Life Cycle			
Deficiency	**Reroofing with new Decking Required (Broward CPS)**		
Category	**Capital Renewal**	System	**Roofing**
Priority	**2-Indirect Impact to Mission (1 Year)**	Functional Adequacy	**Non Related**
Correction	**Reroof and Replace Decking**	Quantity / UoM	
Project(s) Note			

Estimate:

Type	Number	Description	Qty	UoM	Price	Extension
M		Estimate based of BCPS experience	8,700	SF	7.25	$63,075
				Sub Total		**$63,075**
				Construction Adjustment	35%	21,761
				Construction Cost		**$84,836**
				Adjustment Factor	0%	0
				Soft Cost Adjustment	42%	36,004
				Total Estimated Amount		**$120,840**

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Deficiency Detail

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290 Atlantic Technical College

Location: **Atlantic Technical College->Bldg 11**

Deficiency:

Assess ID	**223317**	Surveyor/Update	**Sherry Sims**
Defeciency Code ID	**BCRoof-01**		
Status	**Estimated**	FCI	**Yes**
Life Cycle			
Deficiency	**Reroofing Required (Broward CPS)**		
Category	**Capital Renewal**	System	**Roofing**
Priority	**2-Indirect Impact to Mission (1 Year)**	Functional Adequacy	**Non Related**
Correction	**Reroof Building**	Quantity / UoM	
Project(s) Note			

Estimate:

Type	Number	Description	Qty	UoM	Price	Extension
M		Estimate based on BCPS experience	7,125	SF	6.25	$44,531
				Sub Total		**$44,531**
				Construction Adjustment	35%	15,363
				Construction Cost		**$59,895**
				Adjustment Factor	0%	0
				Soft Cost Adjustment	42%	25,419
				Total Estimated Amount		**$85,314**

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Deficiency Detail

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290 Atlantic Technical College

Location: **Atlantic Technical College->Lab**

Deficiency:

Assess ID	**223318**	Surveyor/Update	
Defeciency Code ID	**BCRoof-01**		
Status	**Estimated**	FCI	**Yes**
Life Cycle			
Deficiency	**Reroofing Required (Broward CPS)**		
Category	**Capital Renewal**	System	**Roofing**
Priority	**2-Indirect Impact to Mission (1 Year)**	Functional Adequacy	**Non Related**
Correction	**Reroof Building**	Quantity / UoM	
Project(s) Note			

Estimate:

Type	Number	Description	Qty	UoM	Price	Extension
M		Estimate based on BCPS experience	10,389	SF	6.25	$64,931
				Sub Total		**$64,931**
				Construction Adjustment	35%	22,401
				Construction Cost		**$87,333**
				Adjustment Factor	0%	0
				Soft Cost Adjustment	42%	37,064
				Total Estimated Amount		**$124,396**

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Deficiency Detail

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290 Atlantic Technical College

Location: **Atlantic Technical College->Bldg 13**

Deficiency:

Assess ID	**223319**	Surveyor/Update	
Defeciency Code ID	**BCRoof-02**		
Status	**Estimated**	FCI	**Yes**
Life Cycle			
Deficiency	**Reroofing with new Decking Required (Broward CPS)**		
Category	**Capital Renewal**	System	**Roofing**
Priority	**2-Indirect Impact to Mission (1 Year)**	Functional Adequacy	**Non Related**
Correction	**Reroof and Replace Decking**	Quantity / UoM	
Project(s) Note			

Estimate:

Type	Number	Description	Qty	UoM	Price	Extension
M		Estimate based of BCPS experience	11,433	SF	7.25	$82,889
				Sub Total		**$82,889**
				Construction Adjustment	35%	28,597
				Construction Cost		**$111,486**
				Adjustment Factor	0%	0
				Soft Cost Adjustment	42%	47,315
				Total Estimated Amount		**$158,801**

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Deficiency Detail

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290 Atlantic Technical College

Location: **Atlantic Technical College->Lab**

Deficiency:

Assess ID	**223320**	Surveyor/Update	
Defeciency Code ID	**BCRoof-02**		
Status	**Estimated**	FCI	**Yes**
Life Cycle			
Deficiency	**Reroofing with new Decking Required (Broward CPS)**		
Category	**Capital Renewal**	System	**Roofing**
Priority	**2-Indirect Impact to Mission (1 Year)**	Functional Adequacy	**Non Related**
Correction	**Reroof and Replace Decking**	Quantity / UoM	
Project(s) Note			

Estimate:

Type	Number	Description	Qty	UoM	Price	Extension
M		Estimate based of BCPS experience	5,062	SF	7.25	$36,700
				Sub Total		**$36,700**
				Construction Adjustment	35%	12,661
				Construction Cost		**$49,361**
				Adjustment Factor	0%	0
				Soft Cost Adjustment	42%	20,949
				Total Estimated Amount		**$70,310**

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Deficiency Detail

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290 Atlantic Technical College

Location: **Atlantic Technical College->Sto**

Deficiency:

Assess ID	**223321**	Surveyor/Update	
Defeciency Code ID	**BCRoof-02**		
Status	**Estimated**	FCI	**Yes**
Life Cycle			
Deficiency	**Reroofing with new Decking Required (Broward CPS)**		
Category	**Capital Renewal**	System	**Roofing**
Priority	**2-Indirect Impact to Mission (1 Year)**	Functional Adequacy	**Non Related**
Correction	**Reroof and Replace Decking**	Quantity / UoM	
Project(s) Note			

Estimate:

Type	Number	Description	Qty	UoM	Price	Extension
M		Estimate based of BCPS experience	200	SF	7.25	$1,450
				Sub Total		**$1,450**
				Construction Adjustment	35%	500
				Construction Cost		**$1,950**
				Adjustment Factor	0%	0
				Soft Cost Adjustment	42%	828
				Total Estimated Amount		**$2,778**

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290 Atlantic Technical College

Location: **Atlantic Technical College->Bldg 17**

Deficiency:

Assess ID	**223322**	Surveyor/Update	
Defeciency Code ID	**BCRoof-02**		
Status	**Estimated**	FCI	**Yes**
Life Cycle			
Deficiency	**Reroofing with new Decking Required (Broward CPS)**		
Category	**Capital Renewal**	System	**Roofing**
Priority	**2-Indirect Impact to Mission (1 Year)**	Functional Adequacy	**Non Related**
Correction	**Reroof and Replace Decking**	Quantity / UoM	
Project(s) Note			

Estimate:

Type	Number	Description	Qty	UoM	Price	Extension
M		Estimate based of BCPS experience	11,827	SF	7.25	$85,746
				Sub Total		**$85,746**
				Construction Adjustment	35%	29,582
				Construction Cost		**$115,328**
				Adjustment Factor	0%	0
				Soft Cost Adjustment	42%	48,945
				Total Estimated Amount		**$164,273**

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290 Atlantic Technical College

Location: **Atlantic Technical College->Bldg 18**

Deficiency:

Assess ID	**223323**	Surveyor/Update	
Defeciency Code ID	**BCRoof-01**		
Status	**Estimated**	FCI	**Yes**
Life Cycle			
Deficiency	**Reroofing Required (Broward CPS)**		
Category	**Capital Renewal**	System	**Roofing**
Priority	**2-Indirect Impact to Mission (1 Year)**	Functional Adequacy	**Non Related**
Correction	**Reroof Building**	Quantity / UoM	
Project(s) Note			

Estimate:

Type	Number	Description	Qty	UoM	Price	Extension
M		Estimate based on BCPS experience	6,281	SF	6.25	$39,256
				Sub Total		**$39,256**
				Construction Adjustment	35%	13,543
				Construction Cost		**$52,800**
				Adjustment Factor	0%	0
				Soft Cost Adjustment	42%	22,408
				Total Estimated Amount		**$75,208**

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Broward County Public Schools

Deficiency Detail

1/18/2016 1:31 PM

290 Atlantic Technical College

Location: **Atlantic Technical College->Bldg 20**

Deficiency:

Assess ID	**223327**	Surveyor/Update	
Defeciency Code ID	**BCRoof-02**		
Status	**Estimated**	FCI	**Yes**
Life Cycle			
Deficiency	**Reroofing with new Decking Required (Broward CPS)**		
Category	**Capital Renewal**	System	**Roofing**
Priority	**2-Indirect Impact to Mission (1 Year)**	Functional Adequacy	**Non Related**
Correction	**Reroof and Replace Decking**	Quantity / UoM	
Project(s) Note			

Estimate:

Type	Number	Description	Qty	UoM	Price	Extension
M		Estimate based of BCPS experience	5,542	SF	7.25	$40,180
				Sub Total		**$40,180**
				Construction Adjustment	35%	13,862
				Construction Cost		**$54,041**
				Adjustment Factor	0%	0
				Soft Cost Adjustment	42%	22,935
				Total Estimated Amount		**$76,977**

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Broward County Public Schools

Deficiency Detail

1/18/2016 1:31 PM

290 Atlantic Technical College

Location: **Atlantic Technical College->Sto / Elec**

Deficiency:

Assess ID	**223328**	Surveyor/Update	
Defeciency Code ID	**BCRoof-02**		
Status	**Estimated**	FCI	**Yes**
Life Cycle			
Deficiency	**Reroofing with new Decking Required (Broward CPS)**		
Category	**Capital Renewal**	System	**Roofing**
Priority	**2-Indirect Impact to Mission (1 Year)**	Functional Adequacy	**Non Related**
Correction	**Reroof and Replace Decking**	Quantity / UoM	
Project(s) Note			

Estimate:

Type	Number	Description	Qty	UoM	Price	Extension
M		Estimate based of BCPS experience	32	SF	7.25	$232
				Sub Total		**$232**
				Construction Adjustment	35%	80
				Construction Cost		**$312**
				Adjustment Factor	0%	0
				Soft Cost Adjustment	42%	132
				Total Estimated Amount		**$444**

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Broward County Public Schools

Deficiency Detail

1/18/2016 1:31 PM

290 Atlantic Technical College

Location: **Atlantic Technical College->Bldg Support**

Deficiency:

Assess ID	**223329**	Surveyor/Update	
Defeciency Code ID	**BCRoof-02**		
Status	**Estimated**	FCI	**Yes**
Life Cycle			
Deficiency	**Reroofing with new Decking Required (Broward CPS)**		
Category	**Capital Renewal**	System	**Roofing**
Priority	**2-Indirect Impact to Mission (1 Year)**	Functional Adequacy	**Non Related**
Correction	**Reroof and Replace Decking**	Quantity / UoM	
Project(s) Note			

Estimate:

Type	Number	Description	Qty	UoM	Price	Extension
M		Estimate based of BCPS experience	260	SF	7.25	$1,885
				Sub Total		**$1,885**
				Construction Adjustment	35%	650
				Construction Cost		**$2,535**
				Adjustment Factor	0%	0
				Soft Cost Adjustment	42%	1,076
				Total Estimated Amount		**$3,611**

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Broward County Public Schools

Deficiency Detail

1/18/2016 1:31 PM

290 Atlantic Technical College

Location: **Atlantic Technical College**

Deficiency:

Assess ID	**314384**	Surveyor/Update	
Defeciency Code ID	**A14-02**		
Status	**Estimated**	FCI	**Yes**
Life Cycle			
Deficiency	**Aluminum Covered Walkways Require Replacement**		
Category	**Capital Renewal**	System	**Roofing**
Priority	**2-Indirect Impact to Mission (1 Year)**	Functional Adequacy	**Non Related**
Correction	**Replace Aluminum Walkway**	Quantity / UoM	
Project(s) Note	**Originally part of roof replacement deficiency. Pulled out separate to reflect covered walk canopy pricing.**		

Estimate:

Type	Number	Description	Qty	UoM	Price	Extension
U	074113100600	Aluminum roof panels, corrugated, on steel frame, painted, .018" thick	22,034	SF	3.71	$81,746
				Sub Total		**$81,746**
				Construction Adjustment	35%	28,202
				Construction Cost		**$109,949**
				Adjustment Factor	0%	0
				Soft Cost Adjustment	42%	46,662
				Total Estimated Amount		**$156,611**

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Broward County Public Schools

Deficiency Detail

1/18/2016 1:31 PM

290 Atlantic Technical College

Location: **Atlantic Technical College**

Deficiency:

Assess ID	**314385**	Surveyor/Update	
Defeciency Code ID	**A14-02**		
Status	**Estimated**	FCI	**Yes**
Life Cycle			

Deficiency	**Aluminum Covered Walkways Require Replacement**		
Category	**Capital Renewal**	System	**Roofing**
Priority	**2-Indirect Impact to Mission (1 Year)**	Functional Adequacy	**Non Related**
Correction	**Replace Aluminum Walkway**	Quantity / UoM	
Project(s) Note	**Originally part of roof replacement deficiency. Pulled out separate to reflect covered walk canopy pricing.**		

Estimate:

Type	Number	Description	Qty	UoM	Price	Extension
U	074113100600	Aluminum roof panels, corrugated, on steel frame, painted, .018" thick	4,255	SF	3.71	$15,786
				Sub Total		**$15,786**
				Construction Adjustment	35%	5,446
				Construction Cost		**$21,232**
				Adjustment Factor	0%	0
				Soft Cost Adjustment	42%	9,011
				Total Estimated Amount		**$30,243**

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Broward County Public Schools

Deficiency Detail

1/18/2016 1:31 PM

290 Atlantic Technical College

Location: **Atlantic Technical College**

Deficiency:

Assess ID	**314585**	Surveyor/Update	
Defeciency Code ID	**A14-02**		
Status	**Estimated**	FCI	**Yes**
Life Cycle			

Deficiency	**Aluminum Covered Walkways Require Replacement**		
Category	**Capital Renewal**	System	**Roofing**
Priority	**2-Indirect Impact to Mission (1 Year)**	Functional Adequacy	**Non Related**
Correction	**Replace Aluminum Walkway**	Quantity / UoM	
Project(s) Note	**Originally part of roof replacement deficiency. Pulled out separate to reflect covered walk canopy pricing.**		

Estimate:

Type	Number	Description	Qty	UoM	Price	Extension
U	074113100600	Aluminum roof panels, corrugated, on steel frame, painted, .018" thick	1,028	SF	3.71	$3,814
				Sub Total		**$3,814**
				Construction Adjustment	35%	1,316
				Construction Cost		**$5,130**
				Adjustment Factor	0%	0
				Soft Cost Adjustment	42%	2,177
				Total Estimated Amount		**$7,307**

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Broward County Public Schools

Deficiency Detail

1/18/2016 1:31 PM

290 Atlantic Technical College

Location: **Atlantic Technical College**

Deficiency:

Assess ID	**314586**	Surveyor/Update	
Defeciency Code ID	**A14-02**		
Status	**Estimated**	FCI	**Yes**
Life Cycle			

Deficiency	**Aluminum Covered Walkways Require Replacement**		
Category	**Capital Renewal**	System	**Roofing**
Priority	**2-Indirect Impact to Mission (1 Year)**	Functional Adequacy	**Non Related**
Correction	**Replace Aluminum Walkway**	Quantity / UoM	
Project(s) Note	**Originally part of roof replacement deficiency. Pulled out separate to reflect covered walk canopy pricing.**		

Estimate:

Type	Number	Description	Qty	UoM	Price	Extension
U	074113100600	Aluminum roof panels, corrugated, on steel frame, painted, .018" thick	5,702	SF	3.71	$21,154
				Sub Total		**$21,154**
				Construction Adjustment	35%	7,298
				Construction Cost		**$28,453**
				Adjustment Factor	0%	0
				Soft Cost Adjustment	42%	12,075
				Total Estimated Amount		**$40,528**

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Broward County Public Schools

Deficiency Detail

1/18/2016 1:31 PM

290 Atlantic Technical College

Location: **Atlantic Technical College**

Deficiency:

Assess ID	**314587**	Surveyor/Update	
Defeciency Code ID	**A14-02**		
Status	**Estimated**	FCI	**Yes**
Life Cycle			

Deficiency	**Aluminum Covered Walkways Require Replacement**		
Category	**Capital Renewal**	System	**Roofing**
Priority	**2-Indirect Impact to Mission (1 Year)**	Functional Adequacy	**Non Related**
Correction	**Replace Aluminum Walkway**	Quantity / UoM	
Project(s) Note	**Originally part of roof replacement deficiency. Pulled out separate to reflect covered walk canopy pricing.**		

Estimate:

Type	Number	Description	Qty	UoM	Price	Extension
U	074113100600	Aluminum roof panels, corrugated, on steel frame, painted, .018" thick	2,628	SF	3.71	$9,750
				Sub Total		**$9,750**
				Construction Adjustment	35%	3,364
				Construction Cost		**$13,114**
				Adjustment Factor	0%	0
				Soft Cost Adjustment	42%	5,565
				Total Estimated Amount		**$18,679**

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Broward County Public Schools

Deficiency Detail

1/18/2016 1:31 PM

290 Atlantic Technical College

Location: **Atlantic Technical College**

Deficiency:

Assess ID	**314588**	Surveyor/Update	
Defeciency Code ID	**A14-02**		
Status	**Estimated**	FCI	**Yes**
Life Cycle			

Deficiency	**Aluminum Covered Walkways Require Replacement**		
Category	**Capital Renewal**	System	**Roofing**
Priority	**2-Indirect Impact to Mission (1 Year)**	Functional Adequacy	**Non Related**
Correction	**Replace Aluminum Walkway**	Quantity / UoM	
Project(s) Note	**Originally part of roof replacement deficiency. Pulled out separate to reflect covered walk canopy pricing.**		

Estimate:

Type	Number	Description	Qty	UoM	Price	Extension
U	074113100600	Aluminum roof panels, corrugated, on steel frame, painted, .018" thick	2,390	SF	3.71	$8,867
				Sub Total		**$8,867**
				Construction Adjustment	35%	3,059
				Construction Cost		**$11,926**
				Adjustment Factor	0%	0
				Soft Cost Adjustment	42%	5,061
				Total Estimated Amount		**$16,987**

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Broward County Public Schools

Deficiency Detail

1/18/2016 1:31 PM

290 Atlantic Technical College

Location: **Atlantic Technical College**

Deficiency:

Assess ID	**314589**	Surveyor/Update	
Defeciency Code ID	**A14-02**		
Status	**Estimated**	FCI	**Yes**
Life Cycle			
Deficiency	**Aluminum Covered Walkways Require Replacement**		
Category	**Capital Renewal**	System	**Roofing**
Priority	**2-Indirect Impact to Mission (1 Year)**	Functional Adequacy	**Non Related**
Correction	**Replace Aluminum Walkway**	Quantity / UoM	
Project(s) Note	**Originally part of roof replacement deficiency. Pulled out separate to reflect covered walk canopy pricing.**		

Estimate:

Type	Number	Description	Qty	UoM	Price	Extension
U	074113100600	Aluminum roof panels, corrugated, on steel frame, painted, .018" thick	3,810	SF	3.71	$14,135
				Sub Total		**$14,135**
				Construction Adjustment	35%	4,877
				Construction Cost		**$19,012**
				Adjustment Factor	0%	0
				Soft Cost Adjustment	42%	8,069
				Total Estimated Amount		**$27,080**

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Broward County Public Schools

Deficiency Detail

1/18/2016 1:31 PM

290 Atlantic Technical College

Location: **Atlantic Technical College**

Deficiency:

Assess ID	**314590**	Surveyor/Update	
Defeciency Code ID	**A14-02**		
Status	**Estimated**	FCI	**Yes**
Life Cycle			

Deficiency	**Aluminum Covered Walkways Require Replacement**		
Category	**Capital Renewal**	System	**Roofing**
Priority	**2-Indirect Impact to Mission (1 Year)**	Functional Adequacy	**Non Related**
Correction	**Replace Aluminum Walkway**	Quantity / UoM	
Project(s) Note	**Originally part of roof replacement deficiency. Pulled out separate to reflect covered walk canopy pricing.**		

Estimate:

Type	Number	Description	Qty	UoM	Price	Extension
U	074113100600	Aluminum roof panels, corrugated, on steel frame, painted, .018" thick	2,661	SF	3.71	$9,872
				Sub Total		**$9,872**
				Construction Adjustment	35%	3,406
				Construction Cost		**$13,278**
				Adjustment Factor	0%	0
				Soft Cost Adjustment	42%	5,635
				Total Estimated Amount		**$18,914**

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Broward County Public Schools

Deficiency Detail

1/18/2016 1:31 PM

290 Atlantic Technical College

Location: **Atlantic Technical College**

Deficiency:

Assess ID	**314591**	Surveyor/Update	
Defeciency Code ID	**A14-02**		
Status	**Estimated**	FCI	**Yes**
Life Cycle			

Deficiency	**Aluminum Covered Walkways Require Replacement**		
Category	**Capital Renewal**	System	**Roofing**
Priority	**2-Indirect Impact to Mission (1 Year)**	Functional Adequacy	**Non Related**
Correction	**Replace Aluminum Walkway**	Quantity / UoM	
Project(s) Note	**Originally part of roof replacement deficiency. Pulled out separate to reflect covered walk canopy pricing.**		

Estimate:

Type	Number	Description	Qty	UoM	Price	Extension
U	074113100600	Aluminum roof panels, corrugated, on steel frame, painted, .018" thick	3,520	SF	3.71	$13,059
				Sub Total		**$13,059**
				Construction Adjustment	35%	4,505
				Construction Cost		**$17,565**
				Adjustment Factor	0%	0
				Soft Cost Adjustment	42%	7,454
				Total Estimated Amount		**$25,019**

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Broward County Public Schools

Deficiency Detail

1/18/2016 1:31 PM

290 Atlantic Technical College

Location: **Atlantic Technical College->Bldg 10**

Deficiency:

Assess ID	**316252**	Surveyor/Update	**Eric Sheppard**
Defeciency Code ID	**EA-Media**		
Status	**Estimated**	FCI	**Yes**
Life Cycle			

Deficiency	**Media Center requires renovation based on condition of room(s)**		
Category	**Capital Renewal**	System	**Other**
Priority	**2-Indirect Impact to Mission (1 Year)**	Functional Adequacy	**Other**
Correction	**Renovate / Remodel Media Center**	Quantity / UoM	
Project(s) Note	**Room design = 380**		

Estimate:

Type	Number	Description	Qty	UoM	Price	Extension
M		Allowance for renovation	1	LS	68,077.22	$68,077
				Sub Total		**$68,077**
				Construction Adjustment	35%	23,487
				Construction Cost		**$91,564**
				Adjustment Factor	0%	0
				Soft Cost Adjustment	48%	44,280
				Total Estimated Amount		**$135,844**

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AGENDA REQUEST FORM

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

ITEM No.: JJ-8.

MEETING DATE	2017-10-17 10:05 - Regular School Board Meeting
AGENDA ITEM	ITEMS
CATEGORY	JJ. OFFICE OF FACILITIES AND CONSTRUCTION
DEPARTMENT	Facilities Pre-Construction

Special Order Request ○ Yes ◉ No

Time

Open Agenda ◉ Yes ○ No

TITLE:

First Amendment to Professional Services Agreement - M.C. Harry and Associates, Inc. - Atlantic Technical College - Coconut Creek - SMART Program Renovations - Project No. P.000415

REQUESTED ACTION:

Approve the First Amendment to the Professional Services Agreement dated June 21, 2016 with M.C. Harry and Associates, Inc., Atlantic Technical College, SMART Program Renovations, Project No. P.000415, in the amount of $99,022.

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.

DOCUMENT CONTROL
RECEIVED/SCANNED
OCT 23 2017
HEERY
Broward County Schools

SCHOOL BOARD GOALS:

○ Goal 1: High Quality Instruction ◉ Goal 2: Continuous Improvement ○ Goal 3: Effective Communication

FINANCIAL IMPACT:

This Project has been appropriated in the Adopted District Educational Facilities Plan (September 6, 2017) and in the District's Capital Budget. Approval of this Amendment does not increase the overall budget.

EXHIBITS: (List)

(1) Executive Summary (2) ADEFP (3) First Amendment (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
10/2/2017 5:06:29 PM

Electronic Signature

Approved In Open Board Meeting On: OCT 17 2017

By: Abby M. Freed
School Board Chair

Form #4189 Revised 08/04//2017
RWR/ LB/SNM/RC:dch

HTT 1509700 A09-00- BOARD_ITEMS

EXHIBIT 3

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 "**Owner**") and MC Harry Associates, Inc. (hereinafter referred to as "**Project Consultant**") for architectural/engineering services dated the 21th day of June, 2016, is entered into this 17th day of October, 2017 by and between the Owner and the Project Consultant.

For the project known as: **Atlantic Technical College**
Project No. P.000415
SMART Program Renovations (aka GOB Renovation)
FLCC: $6,154,985.00

WHEREAS, the Owner and Project Consultant acknowledge and agree that the Agreement between Owner and Project Consultant dated the 21th day of June, 2016, is in full force and effect except to the extent this First Amendment modifies specific provisions thereof; and

WHEREAS, it has been determined that it would be in the best business interest of the Owner to increase the scope by replacing all exterior chilled water lines serving between the Chiller Plant and various building mechanical rooms.; and

NOW, THEREFORE, in exchange for the mutual covenants and promises set forth herein and the sums of money agreed to be paid by the Owner to the Project Consultant, the parties agree as follows:

This First Amendment increases the FLCC for adding a replacement of all exterior chilled water lines in the amount of approximately $1,000,000.00, resulting in a net increase to the professional fees totaling $99,022.00, set forth below:

Change Order #/ Item #	Change Order Category	Additional Services	Description	Amount
001/001	Owner's Request	Yes	**Increase in Basic Fees for replacement of all exterior chilled water lines**	**$99,022.00**
Net Change				**$99,022.00**

DOCUMENT CONTROL
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APR 0 3 2018
HEERY
Broward County Schools

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.

For The School Board of Broward County, Florida

(SEAL)

ATTEST THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Superintendent of Schools
Robert W. Runcie

Chair
Abby M. Freedman

Approved as to Form and Legal Content:

Office of the General Counsel

M.C. HARRY and Associates, INC.

ATTEST
M.C. HARRY AND ASSOCIATES, INC.

Javier O. Torres, President

Lourdes Solera, Secretary

(Corporate Seal)

AR 14445
Project Consultant's
Registration Number STATE OF FLORIDA

COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 31 day of Aug, 2017 by Javier O. Torres of M.C. HARRY and Associates, 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)

JACKIE IBINARRIAGA MY COMMISSION EXPIRES July 28, 2018 #FF 107385 Bonded thru Notary Public Underwriters NOTARY PUBLIC, STATE OF FLORIDA

Signature, Notary Public

Jackie Ibinarriaga
Printed Name of Notary

Notary's Commission

Atlantic Technical College - P.000415

REVISED

AGENDA REQUEST FORM

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Click here for supporting documents.

ITEM No.: JJ-3.

MEETING DATE	2018-03-20 10:05 - Regular School Board 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:

~~First~~ Amendment to Professional Services Agreements - Versions 1-4 - Multiple ~~Contractors~~ Design Professionals - Multiple ~~Schools~~ Projects - SMART Program Renovations

REQUESTED ACTION:

Approve the ~~First~~ Amendment to the Professional Services Agreements Versions 1-4, Multiple ~~Contractors~~ Design Professionals, Multiple ~~Schools~~ Projects, SMART Program Renovations.

SUMMARY EXPLANATION AND BACKGROUND:

Amend Professional Services Agreements: See ~~executive~~ 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/

These Amendments have been reviewed and approved as to form and legal content by the Office of the General Counsel.

DOCUMENT CONTROL
RECEIVED/SCANNED
APR 03 2018
HEERY
Broward County Schools

SCHOOL BOARD GOALS:

○ Goal 1: High Quality Instruction ◉ Goal 2: Continuous Improvement ○ Goal 3: Effective Communication

FINANCIAL IMPACT:

There is no direct financial impact. The cost of e-Builder licenses is built into the Professional Services Agreement as a reimbursable expense.

EXHIBITS: (List)

(1) Executive Summary (2) Redlines to PSA V1 (3) Redlines to PSA V2 (4) Redlines to PSA V3 and PSA V4 (5) Amendments - ONLINE (6) Memo to Revise

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*

Friday, March 16, 2018 3:36:40 PM

Electronic Signature

Approved In Open Board Meeting On: MAR 20 2018

By: School Board Chair

Form #4189 Revised 08/04//2017

RWR/ LB/SNM/RC:ljc

HII 1509700 A09-00-BOARD_ITEMS

SECOND AMENDMENT
TO
PROFESSIONAL SERVICES AGREEMENT

BETWEEN
THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA AND DESIGN PROFESSIONAL FOR ARCHITECTURAL/ENGINEERING SERVICES

This SECOND Amendment to the Professional Services Agreement ("**Agreement**") between The School Board of Broward County, Florida (hereinafter referred to as "**Owner**") and "M.C Harry and Associates, Inc." (hereinafter referred to as "**Design Professional**") for architectural/engineering services dated the 21st day of June, 2016, is entered into this 20th day of March, 2018 by and between the Owner and the Design Professional.

For the project known as: **Atlantic Technical College**
Project No. P.000415
SMART Program Renovations
FLCC: $6,154,985

APR 0 3 2018
HEERY
Broward County Schools

WHEREAS, the Owner and Design Professional acknowledge and agree that the Agreement between Owner and Design Professional dated the 21st day of June, 2016, is in full force and effect except to the extent this Second Amendment modifies specific provisions thereof; and

WHEREAS, it has been determined that it would be in the best business interest of the Owner to add new provisions under section 1.3.2.12, add new provisions under section 11.3.1.4.2, revise article 12.10 and add new provisions under section 4.1.12 as explained below; and

WHEREAS, the Design Professional has agreed to amend the articles proposed by the Owner from the 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 is 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. **Amended Provisions.** The parties hereby agree to the following amended provisions to the Agreement:

   A. **ADD** the following new provision:

   1.3.2.12 **Removal of Unapproved Items:** The Design Professional shall, without additional compensation, modify the Construction Documents as necessary to remove scope items that are:

HII 1509100 C05-04- Contract

1.3.2.12.1 Not identified in the original Project Scope as set forth in Attachment 16;
1.3.2.12.2 Not identified in the Owner-approved Scope Validation Report (the "SVR"); or
1.3.2.12.3 Not required by Code in relation to the original Project Scope or SVR.

B. **ADD** new Article 11.3.1.4.2 of PSA Attachment #2 as follows:

11.3.1.4.2 The Design Professional shall make best efforts to design the project to be within the Fixed Limit of Construction Cost (the "FLCC") established by Owner. If the Design Professional 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 Design Professional to modify and/or revise the Project Scope to bring the project within the FLCC, or cancel the project. If the Owner directs the Design Professional to modify and/or revise the project scope, the Owner shall negotiate additional compensation to be paid to the Design Professional for such services.

C. **REPLACE** Article 12.10 of PSA Attachment #2 in its entirety as follows:

Under Article 12.9.3 above, if exercised by Owner, the Design Professional 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 Design Professional for such services.

D. **ADD** new Article 4.1.12 as follows:

4.1.12 The Design Professional 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.

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 Second Amendment to Agreement;
b) The First Amendment; and
c) The Agreement.

4. **Other Provisions Remain in Force.** Except as expressly provided herein, all other portions of the Agreement, as may have been previously amended, remain in full force and effect.

5. **Authority:** Each person signing this Second Amendment on behalf of either party warrants that he or she has full legal power to execute this Second 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 Second Amendment.

IN WITNESS WHEREOF, the parties hereto have caused this Second 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 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

[DESIGN PROFESSIONAL]

ATTEST
M.C Harry and Associates, Inc.

Craig Aquart, AIA, President

Lourdes Solera, FAIA, Secretary

(Corporate Seal)

AR 14445
Design Professional's
Registration Number

STATE OF FLORIDA

COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 8 day of January, 2018 by Craig Aquart of MC Harry & Assoc. 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)

JACKIE IBINARRIAGA
MY COMMISSION EXPIRES
July 28, 2018
#FF 107385
Bonded thru Notary Public Underwriters
NOTARY PUBLIC, STATE OF FLORIDA

Signature, Notary Public

Jackie Ibinarriaga
Printed Name of Notary

FF 107385
Notary's Commission

Click here for supporting documents

AGENDA REQUEST FORM

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

ITEM No.: JJ-8.

MEETING DATE: 2019-07-23 10:05 - Regular School Board 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:

Third Amendment to Professional Services Agreement - M.C. Harry and Associates, Inc. - Atlantic Technical College - Coconut Creek - Project No. P.000415 - SMART Program Renovations - RFQ 16-082F

REQUESTED ACTION:

Approve the Third Amendment to the Professional Services Agreement dated June 21, 2016, with M.C. Harry and Associates, Inc., Atlantic Technical College, Project No. P.000415, SMART Program Renovations, RFQ 16-082F, in the amount of $50,173.

SUMMARY EXPLANATION AND BACKGROUND:

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.

DOCUMENT CONTROL
RECEIVED/SCANNED
JUL 24 2019
HEERY
Broward County Schools

SCHOOL BOARD GOALS:

○ Goal 1: High Quality Instruction ◉ Goal 2: Continuous Improvement ○ Goal 3: Effective Communication

FINANCIAL IMPACT:

The financial impact to the Third Amendment to the Professional Services Agreement is $50,173. This project has been appropriated in the Adopted District Educational Facilities Plan (September 5, 2018). There is no current impact to the project budget.

EXHIBITS: (List)

(1) Executive Summary (2) Third Amendment (3) 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: Daniel Jardine, CBRE | Heery Director	Phone: 754-321-4850

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Senior Leader & Title: Frank Girardi - Executive Director

Signature: *Frank L. Girardi*
7/8/2019, 12:20:01 PM
Electronic Signature

Approved In Open Board Meeting On: JUL 23 2019

By: Heather P. Brinkworth
School Board Chair

Form #4189 Revised 06/05/2019
RWR/ FG/SNM/DJ:lcc

DOCUMENT CONTROL
RECEIVED/SCANNED
JUL 24 2019
HEERY
Broward County Schools

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 "Owner") and M.C. HARRY AND ASSOCIATES, INC. (hereinafter referred to as "Project Consultant") for architectural/engineering services dated the 21st day of June, 2016, is entered into this 23rd day of July, 2019 by and between the Owner and the Project Consultant.

For the project known as: **Atlantic Technical College**
Project No. P.000415
SMART Program Renovations

WHEREAS, the Owner and Project Consultant acknowledge and agree that the Agreement between Owner and Project Consultant dated the 21st day of June, 2016, is in full force and effect as revised by the First Amendment dated October 17, 2017 and the Second Amendment dated March 20, 2018; and

WHEREAS, the Owner has requested from the Project Consultant to add a new fire main, fire hydrants and FDC's associated with the Fire Sprinkler systems in Building 3, 4, 8, 13, 14, 15 and 17 to provide a source of water for the new fire sprinkler systems; and

WHEREAS, the Design Consultant has agreed to revise the design documents in exchange for additional fees for design services; and

WHEREAS, staff have identified the need to increase the supplemental services allowance to $15,000 with a multiplier of (2.81). Supplemental services will only be used on as-needed basis and with prior written authorization from the Owner.

WHEREAS, the Owner's Program Manager, CBRE|Heery and District staff have successfully negotiated and hereby recommend such additional fees as set forth herein 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 Owner to the Project Consultant, the parties agree as follows:

1. The recitals contained herein are true and correct and are incorporated herein by reference.

2. **Revised Terms.** The Project Consultant shall add a new fire main, fire hydrants and FDC's associated with the Fire Sprinkler systems in Building 3, 4, 8, 13, 14, 15 and 17 for the Project identified herein below as set forth below:

Original Amount	First Amendment Revisions	Second Amendment Revisions	Amendment #/ Item #	Change Order Category	Description	Third Amendment Amount	Revised Amount
Basic Fees $553,949	$99,022	---	003/001	Owner's Request	Increase in Basic Fees to add a new fire main, fire hydrants and FDC's associated with the Fire Sprinkler systems in Building 3, 4, 8, 13, 14, 15 and 17	$35,173	Basic Fees $688,144
Allowances $25,051	---	---	---	Owner's Request	---	---	Allowances $25,051
Supplemental Services $0	---	---	003/002	---	Increase in Supplemental Services	$15,000	Supplemental Services $15,000
$579,000	**$99,022**	---	---	---	---	**$50,173**	**$728,195**

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.

5. **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 _____
Heather P. Brinkworth, 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)

ATTEST:

, Secretary

M.C. HARRY AND ASSOCIATES, INC.

Lourdes Solera, President

-or-

_____

_____, Witness

_____

_____, Witness

AR14445

Project Consultant's
Registration Number

STATE OF FLORIDA)
)
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me this 14 day of June, 2019 by Lourdes Solera of **M.C. HARRY AND ASSOCIATES, 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)

JACKIE IBINARRIAGA
Notary Public - State of Florida
Commission # GG 210795
My Comm. Expires Jul 28, 2022
Bonded through National Notary Assn.

Signature, Notary Public

Jackie Ibinarriaga

Printed Name of Notary

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
RECEIVED/DISTRIBUTED
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 M.C. Harry and Associates, 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."**

Amm 60664331 C05-04-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

(Corporate Seal)

ATTEST:

FOR PROJECT CONSULTANT

M.C. Harry and Associates, Inc.

_____, Secretary

_____
Lourdes Solera, FAIA
President

-or-

_____, Witness

_____, Witness

AR 14445
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 2 day of June, 2022 by **Lourdes Solera of M.C. Harry and Associates, 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)

JACKIE IBINARRIAGA
MY COMMISSION # HH 248927
EXPIRES: July 28, 2026

_____
Signature, Notary Public

_____
Printed Name of Notary

EXHIBIT A

DESIGNER	CONTRACT TYPE	PROJECT NAME	APPROVAL DATE	RFQ
M.C. Harry and Associates, Inc.	PSA	Atlantic Technical College & HS (P.000415)	05/17/16	16-082F
	PSA	Boyd Anderson HS (P.001846)	04/18/17	16-195C
	PSA	Broadview ES (P.001638)	06/21/16	16-083F
	PSA	Coconut Creek (P.001753)	07/26/16	16-146C
	PSA	Coral Springs HS (P.001765)	07/26/16	16-111C
	PSA	Maplewood ES (P.001639)	06/21/16	16-087F
	PSA CMAR	Miramar HS (P.002003)	11/07/17	18-037C

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

2023-05-09	Regular School Board Meeting
CATEGORY:	JJ. Capital Program
DEPARTMENT:	Capital Program

Agenda Item Number:	JJ-19.
Consent or Open Item:	Open
Special Order:	NO
Time for Special Order:	

TITLE:

Fifth Amendment to PSA - Atlantic Technical College & HS

REQUESTED ACTION:

Approve this Fifth Amendment to the Professional Services Agreement with M.C. Harry and Associates, Inc. - Atlantic Technical College & High School, Project No. P.000415, District 7.

RATIONALE:

For the Requested Action(s), Background/History, 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:

$23,842 PSA contract amendment funded from the current project budget.

STRATEGIC PLAN ALIGNMENT:

Student Focus Outcomes

OR • **Business Operations**

BOARD ACTION:

(For Official School Board Records Only)

APPROVED

SOURCE OF ADDITIONAL INFORMATION

Name:	Divine Amoah, PreConstr.	Phone:	754-321-1546
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 S4189 Revised 1/23
ECS/VSW

Approved in Open Board Meeting On: May 9, 2023

By: Lori Alhadeff

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 "School Board" or "Owner") and M.C. Harry and Associates, Inc., (hereinafter referred to as "Project Consultant") for architectural/engineering services dated the 21st day of June 2016, is entered into this 9th day of May 2023 by and between the Owner and the Project Consultant.

For the Project known as: **Atlantic Technical College & High School**
Project No. P.000415
SMART Program Renovations

WHEREAS, the Owner and Project Consultant acknowledge and agree that the Agreement between Owner and Project Consultant dated the 21st day of June 2016, is in full force and effect as revised by the First Amendment dated October 17, 2017, the Second Amendment dated March 20, 2018, the Third Amendment dated July 23, 2019, the Fourth Amendment dated June 14, 2022, and this Fifth Amendment; and

WHEREAS, the Project Consultant has been requested by District staff to provide calculations and subsequently revise the permitted roof drawings to add lightweight insulating concrete (LWIC) on all buildings in lieu of the previously approved Polyiso tapered insulation; and

WHEREAS, the Project Consultant has agreed to perform the aforementioned, additional services in exchange for an increase to the Basic Services Fees in the amount of $23,842; and

WHEREAS, the Owner's Program Manager, AECOM, Inc., and District staff have successfully negotiated and hereby recommend the addition 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	$553,949	$99,022	$0	$35,173	$0	Increase in Basic Fees to add LWIC to all roofs.	$23,842	**$711,986**
Allowances - Reimbursable Expenses	$25,051	$0	$0	$0	$0	--	$0	**$25,051**
Supplemental Services	$0	$0	$0	$15,000	$0	--	$0	**$15,000**
Total	**$579,000**	**$99,022**	**$0**	**$50,173**	**$0**	**N/A**	**$23,842**	**$752,037**

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 _____
Lori Alhadeff, Chair

ATTEST:

_____
Earlean C. Smiley, Ed.D.,
Interim Superintendent of Schools

Approved as to Form and Legal Content:

_____
Office of the General Counsel

FOR PROJECT CONSULTANT

(Corporate Seal)

M.C. Harry and Associates, Inc.

ATTEST:

_____, Secretary

_____
Lourdes Solera, FAIA
President

-or-

_____

_____, Witness

_____

_____, Witness

AR14445
Project Consultant's
Registration Number

STATE OF FLORIDA)
)
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me, by means of ☐ physical presence or ☐ online notarization, this 12 day of April, 2023 by **Lourdes Solera** of **M.C. Harry and Associates, 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)

JACKIE IBINARRIAGA
MY COMMISSION # HH 248927
EXPIRES: July 28, 2026

_____
Signature, Notary Public

Jackie Ibinarriaga
Printed Name of Notary

Status: ORIGINAL

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

2025-05-13	Regular School Board Meeting
CATEGORY:	JJ. Capital Programs
DEPARTMENT:	Capital Program

Agenda Item Number:	JJ-11.
Consent or Open Item:	Open
Special Order:	NO
Time for Special Order:	

TITLE: **Sixth Amendment to PSA - Atlantic Technical College & HS**

REQUESTED ACTION: **Approve the Sixth Amendment to the Professional Services Agreement between The School Board of Broward County, Florida, and M.C. Harry and Associates, Inc. District 7.**

RATIONALE:

For the Requested Action(s), Background/History, Alignment to 2027 Goals and Guardrails, Measurable Outcome(s)/Return on Investment (ROI), and Financial Impact, please see the Executive Summary.
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 $8,060 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 Apr. 25,

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

Approved in Open Board Meeting On: May 13, 2025

By: Debra Hixon

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 M.C. Harry and Associates, Inc. (hereinafter referred to as "Project Consultant") for architectural/engineering services dated the 21st day of June 2016, is entered into this 13th day of May 2025 by and between the Owner and the Project Consultant.

For the Project known as: **Atlantic Technical College & High School**
Project No. P.000415
SMART Program Renovations

WHEREAS, the Owner and Project Consultant acknowledge and agree that the Agreement between Owner and Project Consultant dated the 21st day of June 2016, is in full force and effect as revised by the First Amendment dated October 17, 2017, the Second Amendment dated March 20, 2018, the Third Amendment dated July 23, 2019, the Fourth Amendment dated June 14, 2022, the Fifth Amendment dated May 9, 2023, and this Sixth Amendment; and

WHEREAS, the first bid opening for the Project occurred on August 25, 2022; however, all bids received were rejected for exceeding the project budget, and for it being an insufficient number of bids; and

WHEREAS, the second bid opening for the Project occurred on October 24, 2022, and was canceled on November 17, 2022, after Staff determined that the roofing scope of work would be removed from the Project and completed as a separate Construction Services Minor Project; and

WHEREAS, the Project Consultant currently seeks an increase of $8,060 to the Basic Services fee for additional, uncompensated services provided in good faith for the third rebidding of the Project; and

WHEREAS, the Owner's Program Manager, AECOM, Inc., Atkins, 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 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	Fifth Amendment Amount	Description	Sixth Amendment Amount	Revised Amount
Basic Fee	$553,949	$99,022	$0	$35,173	$0	$23,842	Increase to Basic Services fee for additional pre-bid services.	$8,060	$720,046
Allowances - Reimbursable Expenses	$25,051	$0	$0	$0	$0	$0	--	$0	$25,051
Supplemental Services	$0	$0	$0	$15,000	$0	$0	--	$0	$15,000
Total	$579,000	$99,022	$0	$50,173	$0	$23,842	N/A	$8,060	$760,097

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 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.

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.

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)

ATTEST:

_____, Secretary

M.C. Harry and Associates, Inc.

_____
Lourdes Solera, FAIA,
President

-or-

_____

_____, Witness

_____

_____, Witness

AR 14495
Project Consultant's
Registration Number

STATE OF FLORIDA)
)
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me, by means of ☐ physical presence or ☐ online notarization, this 9 day of April, 2025 by **Lourdes Solera** of **M.C. Harry and Associates, 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)

_____
Signature, Notary Public

Jackie Ibinarriaga
Printed Name of Notary

JACKIE IBINARRIAGA
MY COMMISSION # HH 248927
EXPIRES: July 28, 2026

Status: ORIGINAL

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

2025-11-12	Regular School Board Meeting
CATEGORY:	JJ. Capital Programs
DEPARTMENT:	Capital Program

Agenda Item Number:	JJ-9.
Consent or Open Item:	Open
Special Order:	NO
Time for Special Order:	

TITLE:
Seventh Amendment to PSA - Atlantic Technical College & HS, P.000415

REQUESTED ACTION:
Approve the Seventh Amendment to the Professional Services Agreement between The School Board of Broward County, Florida, and M.C. Harry and Associates, Inc. District 7.

RATIONALE:
For the Requested Action(s), Background/History, Alignment to 2027 Goals and Guardrails, Measurable Outcome(s)/Return on Investment (ROI), and Financial Impact, please see the Executive Summary.
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
Collaboration Form

FINANCIAL IMPACT:
This item will be funded from the current SMART project budget and requires $15,186 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 Officer

Signature
Wanda F. Paul, Chief Operations Officer Oct 29, 2025

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

Approved in Open Board Meeting On: November 12, 2025

By: Debra Hixon
School Board Chair

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 M.C. Harry and Associates, Inc. (hereinafter referred to as "Project Consultant") for architectural/engineering services dated the 21st day of June 2016, is entered into this 12th day of November 2025 by and between the Owner and the Project Consultant.

For the Project known as: **Atlantic Technical College & High School**
Project No. P.000415
SMART Program Renovations

WHEREAS, the Owner and Project Consultant acknowledge and agree that the Agreement between Owner and Project Consultant dated the 21st day of June 2016, is in full force and effect as revised by the First Amendment dated October 17, 2017, the Second Amendment dated March 20, 2018, the Third Amendment dated July 23, 2019, the Fourth Amendment dated June 14, 2022, the Fifth Amendment dated May 9, 2023, the Sixth Amendment dated May 13, 2025, and this Seventh Amendment; and

WHEREAS, on March 16, 2017, the Project Consultant prepared a Scope Validation Report and identified Building 13 as being in poor and deteriorated condition, recommending full roof replacement, including removal of the existing roof system, inspection of the structural deck, and completion of necessary deck repairs; and

WHEREAS, this recommendation was based on a visual, non-intrusive inspection and the review of as-built drawings and a roofing report provided by the Owner, during which the roof joists were also noted as potentially requiring corrective action pending further destructive testing to confirm the extent of deterioration, however structural repairs to the existing joists and framing were not part of the project scope of work; and

WHEREAS, following the issuance of the Letter of Recommendation in August 2021, the project entered the bid phase during which it underwent multiple bid cycles (three in total), and prior to the third bid all roofing scope was carved out to be completed separately under a Construction Services Minor Project (CSMP) contract, with a Notice to Proceed (NTP) issued to A-1 Duran Roofing, Inc. ("CSMP Contractor") on May 5, 2023, to commence preparation of the roofing design binders; and

WHEREAS, the roofing design binders were subsequently approved, and the roofing permit was issued in October 2023, allowing the CSMP project to proceed; and

WHEREAS, during the course of construction, the CSMP Contractor notified the Owner of extensive roof and wall leaks and significant degradation of the building structure and envelope, affecting the feasibility of the planned roof replacement; and

WHEREAS, in response, the Owner requested that an independent structural analysis be performed to determine the extent of deterioration and appropriate corrective action required to proceed with the roof replacement; and

WHEREAS, following the evaluation, the CSMP Contractor submitted an approximate $1.1 million proposal for the necessary structural repair work; and

WHEREAS, due to the magnitude of the proposed repair costs, the Owner requested that the Project Consultant prepare a Castaldi Report for Building 13, in accordance with Florida Department of Education (FLDOE) standards, to determine whether demolition and replacement of the building would be more cost-effective than repair; and

WHEREAS, the Project Consultant now seeks an increase of $15,186 to the Basic Services fee to perform the additional professional services required to prepare the Castaldi Report; and

WHEREAS, the Owner's Program Manager, AECOM, Inc., Atkins, 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 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	Fifth Amendment Amount	Sixth Amendment Amount	Description	Seventh Amendment Amount	Revised Amount
Basic Fee	$553,949	$99,022	$0	$35,173	$0	$23,842	$8,060	Increase to Basic Services fee for Bldg. 13 Castaldi.	$15,186	**$735,232**
Allowances - Reimbursable Expenses	$25,051	$0	$0	$0	$0	$0	$0	--	$0	**$25,051**
Supplemental Services	$0	$0	$0	$15,000	$0	$0	$0	--	$0	**$15,000**
Total	**$579,000**	**$99,022**	**$0**	**$50,173**	**$0**	**$23,842**	**$8,060**	**N/A**	**$15,186**	**$775,283**

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 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.

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.

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

M.C. Harry and Associates, Inc. CORPORATE SEAL 1983 Florida

(Corporate Seal)

ATTEST:

_____, Secretary

M.C. Harry and Associates, Inc.

_____
Lourdes Solera, FAIA,
President

-or-

_____

_____, Witness

_____

_____, Witness

AR14445
Project Consultant's
Registration Number

STATE OF FLORIDA)
)
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me, by means of ☐ physical presence or ☐ online notarization, this 27 day of Oct, 2025 by **Lourdes Solera** of **M.C. Harry and Associates, 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)

JACKIE IBINARRIAGA
MY COMMISSION # HH 248927
EXPIRES: July 28, 2026

_____
Signature, Notary Public

Jackie Ibinarriaga
Printed Name of Notary

COLLABORATION

SIGN-OFF FORM

Title of Agenda Request Item: Eighth Amendment to PSA
M.C. HARRY AND ASSOCIATES, INC.
Atlantic Technical College & Technical High School
P.000415

School Board Meeting: 10.13.2026

The financial impact of this item is $713,812.00.

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 - 04/21/2026
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

2026-10-13	Regular School Board Meeting
CATEGORY:	O. Operations
DEPARTMENT:	Procurement & Logistics Operations

Agenda Item Number:	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 September 10, 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 Sep 29,

Electronic Signature

Form $4189 Revised 9/26

HH/JJS

Approved in Open Board Meeting On: October 13, 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: October 13, 2026

Requested Action:
Approve the Recommendations of the Qualification, Selection, and Evaluation Committee (QSEC) Meeting held on September 10, 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. Eighteen (18) firms representing 18 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 sixty (60) days. State regulations and School Board policy require that the School Board act on appeals within thirty (30) days, District-wide. The pre-qualification application process is in accordance with State Requirements for Educational Facilities (SREF) Chapter 4, Section 4.1(1), F.S. 1013.46, and School Board Policy 7003.1. The Procurement & Logistic Operations Department administers compliance with SREF and School Board policy requirements.

The criterion for pre-qualification is based on the single bid limit amount of the largest successfully completed project of a similar size and scope. The company's surety bonding or audited financial information determines the aggregate limit amount. The Procurement & Logistic Operations staff review the applications, make recommendations, and facilitate QSEC meetings. QSEC considers staff's recommendations and then forwards its recommendations to the Superintendent. The pre-qualification report provides data on the total number of pre-qualified companies by license type, new applications, renewal applications, and revoked applications.

Agreement Terms and Financial Impact

The following information provides a detailed summary of the contract agreement summary, financial impact of this item, including funding allocation, budget authority, fiscal year expenditures, and any current or future financial obligations.

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

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

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

Budget Impact Summary Statement:
1. There is no financial impact to the District

New/Current Requested Agreement Authority

Agreement Authority Terms	Length of Agreement Terms	Total Agreement Amount
N/A	N/A	N/A

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

Current Fiscal Year Budget Authority

Fiscal Year	Length of Agreement Terms	Budget Fund	Amount	Included in Budget (Y/N)
N/A	N/A	N/A	N/A	N/A

Future Fiscal Year Budget Authority *(Subject to Board Budget Approval)*			
Future Fiscal Year(s)	**Length of Agreement Terms**	**Budget Fund**	**Amount**
N/A	N/A	N/A	N/A

School Impact, Stakeholder Engagement, and Implementation Considerations

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

Impact on Schools	Having a pool of pre-qualified contractors allows us to complete construction projects.
School Selection /Prioritization	Not Applicable
Community/ Stakeholder Engagement	Not Applicable
End-User Input	Not Applicable
Technology/Capital Expected Lifecycle/Replacement Cycle	Not Applicable

Additional Backup:
Exhibit A: Superintendent Recommendation
Exhibit B: Pre-Qualification Report

Superintendent Recommendations - Tracking Report

Regular School Board Meeting	10/13/2026
Superintendent Recommmentations	
Recommend to Certify	1
Recommend to Re-Certify	18
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	21

Pre-Qualified Contractors Summary Fiscal Year To Date	
Approved Certification Applications	2
Approved Re-Certification Applications	53
Approved Request to Not Certify	0
Approved Request to Not Re-Certify	0
Approved Request to Increase Limits	0
Total Pre-Qualification Applications	55
Contractors Automatically Revoked	*3*
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
4.0 Air, Inc.	9/4/2026	9/10/2026	Recommend to Certify	State Certified Air Conditioning	$ 35,298.00	$ 500,000.00	10/13/2026	10/12/2027
AVI-SPL LLC	8/13/2026	9/10/2026	Recommend to Re-Certify	State Certified Specialty Contractor	$ 4,400,000.00	$ 150,000,000.00	10/13/2026	10/12/2027
BDI Construction Company	8/12/2026	9/10/2026	Recommend to Re-Certify	State General	$ 9,501,292.00	$ 100,000,000.00	10/13/2026	10/12/2027
Bismark Electrical Services, Inc.	8/17/2026	9/10/2026	Recommend to Re-Certify	State Electrical	$ 350,000.00	$ 6,000,000.00	10/13/2026	9/14/2027
C & F Electric of Ft. Lauderdale, Inc. d/b/a C&F Electric, Inc.	7/30/2026	9/10/2026	Recommend to Re-Certify	State Electrical	$ 5,000,000.00	$ 10,000,000.00	10/13/2026	10/12/2027
Comfort Tech Air Conditioning, Inc.	8/24/2026	9/10/2026	Recommend to Re-Certify	State Mechanical	$ 2,831,114.00	$ 16,000,000.00	10/13/2026	9/14/2027
CORE Construction Services of Florida, LLC	8/13/2026	9/10/2026	Recommend to Re-Certify	State General	$ 101,381,502.00	$ 3,000,000,000.00	10/13/2026	10/12/2027
Douglas Orr Plumbing, Inc.	8/20/2026	9/10/2026	Recommend to Re-Certify	State Plumbing	$ 10,000,000.00	$ 40,000,000.00	10/13/2026	10/12/2027
Electrical Alliance Corporation	8/18/2026	9/10/2026	Recommend to Re-Certify	State Electrical	$ 6,000,000.00	$ 25,000,000.00	10/13/2026	10/12/2027
Electrical Service in Miami Corp.	8/25/2026	9/10/2026	Recommend to Re-Certify	State Electrical	$ 1,000,000.00	$ 15,000,000.00	10/13/2026	10/12/2027
ENCO, LLC	8/6/2026	9/10/2026	Recommend to Re-Certify	State General	$ 2,000,000.00	$ 20,000,000.00	10/13/2026	10/12/2027
James B. Pirtle Construction Company, Inc. dba Pirtle Construction Company	8/20/2026	9/10/2026	Recommend to Re-Certify	State General	$ 112,500,000.00	$ 500,000,000.00	10/13/2026	10/12/2027
JCI International, Inc.		9/10/2026	Certification Revoked Automatically*	State General			10/13/2026	
Johnson Controls, Inc.		9/10/2026	Certification Revoked Automatically*	State Mechanical			10/13/2026	
KVC Constructors, Inc.	8/6/2026	9/10/2026	Recommend to Re-Certify	State General	$ 60,000,000.00	$ 140,000,000.00	10/13/2026	10/12/2027
Llorens Contracting, LLC	8/5/2026	9/10/2026	Recommend to Re-Certify	State General	$ 1,000,000.00	$ 2,000,000.00	10/13/2026	10/12/2027

Superintendent Recommendations - Tracking Report

	CONTRACTOR	Application Submitted	QSEC Review Date	QSEC Action	License For	Per Project Limit	Aggregate Limits	Board Action Date	Pre-Qual Expiration Date
	McGrath RentCorp dba Mobile Modular Management Corporation	8/18/2026	9/10/2026	Recommend to Re-Certify	State Building	$ 2,000,000.00	$ 125,000,000.00	10/13/2026	10/12/2027
	SCS Electric Inc.	8/18/2026	9/10/2026	Recommend to Re-Certify	State Certified Specialty Contractor	$ 1,000,000.00	$ 1,500,000.00	10/13/2026	10/12/2027
	Skanska USA Buidling Inc.	8/14/2026	9/10/2026	Recommend to Re-Certify	State General	$ 3,009,669,120.00	$ 3,009,669,120.00	10/13/2026	10/12/2027
	Stobs Bros. Construction Co.	8/20/2026	9/10/2026	Recommend to Re-Certify	State General	$ 1,000,000.00	$ 30,000,000.00	10/13/2026	10/12/2027
	TVC Construction Corp.	8/13/2026	9/10/2026	Recommend to Re-Certify	State General	$ 1,678,000.00	$ 20,000,000.00	10/13/2026	10/12/2027

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 9/10/2026

TOTAL PRE-QUALIFIED CONTRACTORS

8/13/2026	9/10/2026
189	188

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	13
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**		**155**

* 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	8/13/2026	9/10/2026	Fiscal Year to Date
Approved Certification Applications	12	0	1	2
Approved Re-Certification Applications	204	25	18	53
Approved Request to Increase Limits	7	0	0	0
Total Approved	**223**	**25**	**19**	**55**
Applications Recommended to Not Certify/Re-Certify	0	0	0	0
Total Applications Processed	**255**	**25**	**19**	**55**
Revoked Contractors (No response of Renewal Notice wihtin 30 Days)	**18**	**0**	**2**	**3**

Status: ORIGINAL

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

2026-10-13	Regular School Board Meeting
CATEGORY:	O. Operations
DEPARTMENT:	Procurement & Logistics Operations

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

TITLE:

AGR25-081 – Electronic Permitting Solution

REQUESTED ACTION:

Approve the First Amendment to the Agreement between The School Board of Broward County, Florida (SBBC), and South-Central Planning and Development Commission (SCPDC), with budget authority in the amount of $13,200. District-wide

RATIONALE:

For the Requested Actions, Background/History, Alignment to the 2027 Goals and Guardrails, Measurable Outcome(s)/Return on Investment, and Financial Impact, please see the Executive Summary.
The First Amendment has been reviewed and approved as to form and legal content by the Office of the General Counsel.

EXHIBITS:

- Executive Summary
- Original Agreement
- First Amendment

FINANCIAL IMPACT:

$13,200. The source of funds is from the Capital Projects Fund.

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:	Dr. Valerie S. Wanza	Phone:	754-321-2650

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 Sep 29,

Electronic Signature
Form $4189 Revised 9/26
HH/JJS

Approved in Open Board Meeting On: October 13, 2026

By: _____
School Board Chair

For more information, please contact:
Name: Dr. Valerie S. Wanza
Title: Chief Strategy & Operations Officer
Phone: 754-321-2650

EXECUTIVE SUMMARY

AGR25-081 – Electronic Permitting Solution

Board Meeting Date: October 13, 2026

Requested Action:
Approve the First Amendment to the Agreement between The School Board of Broward County, Florida (SBBC), and South-Central Planning and Development Commission (SCPDC), with budget authority in the amount of $13,200.

General Information

The following information outlines the governing authority, districtwide implications, historical background, strategic alignment with the 2027 goals and guardrails, and the anticipated measurable outcomes and return on investment related to this agenda item.

District-zone Impact/Board Member: District-wide	
School Board Policy Requirement	• Not Applicable
Statutory Requirement	• Not Applicable
If the School Board votes "Yes"	• The Building Department will continue its current practice of performing Electronic Plan Review.
If the School Board votes "No"	• The Building Department would be unable to continue performing electronic plan review and would return to using the previous program. The prior system posed security concerns due to breaches, compliance issues, operational inefficiencies, and increased stakeholder dissatisfaction.
Alignment to the 2027 Strategic Goals and Guardrails	• Business Operations
Measurable Outcome(s)/Return on Investment	• Reduced Processing Time: Improved efficiency in plan reviews by reducing the processing time.

Background/History
On October 15, 2024 (Board Item OO-1), the School Board approved the Agreement between the SBBC and South-Central Planning and Development Commission (SCPDC). SBBC approved a two-year agreement term, commencing October 16, 2024, through October 15, 2026, with two additional one-year renewal periods; Award Amount: $40,000.00. Awarded Vendor(s): South-Central Planning and Development Commission (SCPDC).

This item seeks SBBC's approval of the First Amendment with additional budget authority of $13,200. The amendment also clarifies the governing-law, venue, dispute-resolution, and contract-document-precedence provisions.

To process permits, the Building Department was using a custom application implemented 10+ years ago called ISS, which may expose the organization to various risks related to security and compliance,

and operational effectiveness. The new solution has been implemented to streamline the permitting process, improve compliance, and enhance overall efficiency and effectiveness through improved security, transparency, inspector mobile app integration, real-time notifications, online access, enhanced search capabilities, security, reporting, and accountability.

Since mid-June 2026, the SBBC Building Department has begun to use Electronic Plan Review, which has yielded overall efficiency and effectiveness for staff and stakeholders.

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 RFP Term: October 16, 2024, through October 15, 2026, with an option for two additional one-year renewals. First Renewal: October 14, 2026, through October 13, 2027.
Multi-Year Agreement:	Not Applicable
Procurement Method:	**Piggyback Agreement** (Yes/No): No **Acquisition Method**: Pursuant to Purchasing Policy 3800, Rule 6A-1.012, 11(b), and 14, Florida Administrative Code, Section III Part D, authorizes the purchase of any type of copyrighted materials, instructional materials, and computer software without competitive solicitations.

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

Budget Impact Summary Statement:

1. Funding is included in the Building Department's Budget.
2. The source of funds is from the Capital Projects Fund.

New/Current Requested Agreement Authority		
Agreement Authority Terms	**Length of Agreement Terms**	**Total Agreement Amount**
10/14/2026 – 10/13/2027	12 months	$13,200

Budget Authority Request(s)

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

Current Fiscal Year Budget Authority

Fiscal Year	Length of Agreement Terms	Budget Fund	Amount	Included in Budget (Y/N)
FY27	8 months	Capital	$8,800	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	Capital	$4,400

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: Original Agreement
Exhibit B: First Amendment

Established 1915
BROWARD
County Public Schools

Procurement & Warehousing Services
Mauricio R. Stradiotti, Director
7720 W. Oakland Park Boulevard
Sunrise, Florida 33351
phone: 754-321-0501 • fax: 754-321-0936
mauricio.stradiotti@browardschools.com
www.browardschools.com/PWS

The School Board of Broward County, Florida

Lori Alhadeff, Chair
Debra Hixon, Vice Chair

Torey Alston
Brenda Fam, Esq.
Dr. Jeff Holness
Sarah Leonardi
Nora Rupert
Dr. Allen Zeman

Dr. Howard Hepburn
Superintendent of Schools

October 28, 2024

South Central Planning and Development Commission
5058 West Main Street
Houma, Louisiana 70360

RE: AGR25-081 - Electronic Permitting Solution

To Whom It May Concern:

Attached is the executed Agreement between The School Board of Broward County, Florida, and the South-Central Planning and Development Commission (SCPDC). This is the result of the School Board's approval on October 15, 2024, for Item OO-1.
Full details are outlined in the Agreement.

Sincerely,

Mauricio R. Stradiotti, Director
Procurement & Warehousing Services

MRS: bm
Attachment(s)

cc: Marleen Padron, Purchasing Agent II
Perla Tarrau-Ayala, Chief Building Official
Annmarie Richards, Advocacy & Compliance Coordinator, Economic Development & Diversity Compliance

Status: ORIGINAL

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

2024-10-15	Regular School Board Meeting
CATEGORY:	OO. Operations & Facilities
DEPARTMENT:	Procurement & Warehousing Services

Agenda Item Number:	OO-1.
Consent or Open Item:	Open
Special Order:	NO
Time for Special Order:	

TITLE:

AGR25-081 - Electronic Permitting Solution

REQUESTED ACTION:

Approve the Agreement between The School Board of Broward County, Florida, and South Central Planning and Development Commission (SCPDC). 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 will executed after School Board approval.

EXHIBITS:

- Executive Summary
- Financial Analysis Worksheet
- Agreement

FINANCIAL IMPACT:

$40,000. Funded by PENDING.

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:	754-321-2611
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: October 15, 2024

By: Lori Wadell
School Board Chair

INTERGOVERNMENTAL AGREEMENT
FOR SCPDC SOFTWARE LICENSE AND SERVICE AGREEMENT

1. PARTIES AND PURPOSE

1.1. The School Board of Broward County, Florida ("**Licensee**"), of 600 SE Ave, Fort Lauderdale, FL a Political Subdivision of the State of Florida domiciled in Broward County, Florida.

1.2. The South Central Planning and Development Commission ("**Licensor**" or "**SCPDC**") is a regional planning commission and Political Subdivision of the State of Louisiana, domiciled in Terrebonne Parish. The district was established in 1973 and created by law in 1978 under state act 472. The statute allows its member governmental entities to come together through SCPDC to provide long range planning, act as a state and federal liaison, provide guidance and study current issues affecting government, and provide services to business and citizens.

1.3. SCPDC has created a unique suite of government management software modules collectively called MyGovernmentOnline ("**MGO**") software (the "**SCPDC Software**") and this contract is entered into among Licensee and SCPDC to license Licensee to use specified modules of the SCPDC Software under certain terms and conditions. This INTEGOVERNMENTAL AGREEMENT (this "**Agreement**") is entered into by and between SCPDC and Licensee (collectively, the "**Parties**"), and describes the terms and conditions pursuant to which SCPDC shall license to Licensee the use of, and provide services and support for, certain Software, as defined below. In consideration of the mutual promises and upon the terms and conditions set forth below, the parties agree as follows:

2. DEFINITIONS

2.1 "**CONFIDENTIAL INFORMATION**" means drawings, benchmark tests, specifications, trade secrets, object code and machine-readable copies of the Software, source code relating to the Software, and any other proprietary information supplied to Licensee by SCPDC, or by Licensee to SCPDC and clearly marked as "confidential information", including all items defined as "confidential information" in any other agreement between Licensee and SCPDC whether executed prior to or after the date of this Agreement.

2.2 "**DOCUMENTATION**" means any on-line help files, instruction manuals, training materials, operating instructions, user manuals, and specifications provided by SCPDC which describe the use of the Software and which either accompany the Software or are provided to Licensee at any time by SCPDC.

2.3 "**EFFECTIVE DATE**" means the later of the dates on which Licensee and SCPDC have signed this Agreement.

2.4 "**EQUIPMENT**" means the computer system, including peripheral equipment and operating system software, specified in Schedule B.

2.5 **"MAJOR AND MINOR UPDATES"** shall mean updates, if any, to the SCPDC Software. Major Updates involve additions of substantial functionality while Minor Updates do not. Major Updates are designated by a change in the number to the left of the decimal point of the number appearing after the product name while Minor Updates are designated by a change in such number to the right of the decimal point. Example, MGO version X.0 (major update) and MGO version 0.Y (minor update). SCPDC is the sole determiner of the availability and designation of an update as a Major or Minor Update. Where used herein "Updates" shall mean Major or Minor Updates interchangeably.

2.6 **"SITE"** means each physical location, or each Internet link accessible by end-users through Licensee's Web Site, at which Licensee and its customers are entitled to Use the Software.

2.7 **"SOFTWARE"** means the computer software programs and modules specified in Schedule A and otherwise provided for Licensee use pursuant to this Agreement, as enhanced, modified, corrected, upgraded, added, customized, or otherwise changed by SCPDC pursuant to the requirements of the Contract Documents.

2.8 **"USE"** means loading, utilization, storage or display of the Software by Licensee for its own internal information processing, and utilization by end users accessing Licensee's Web Site through the Internet.

2.9 **"PERMIT"** shall mean any type of permit, including but not limited to, new service permits, new construction permit, building permit, structure renovation permit, mechanical permit, plumbing permit, gas permit, electrical permit, and sign permit. Multiple permits listed under one number shall not be considered a single permit when calculating funds owed SCPDC pursuant to the terms of the Agreement.

2.10 **"LICENSE FEE(S)"** shall mean all payment due pursuant to this Agreement, including the permit volume package amount and the payments due for the elected add on modules as detailed in Schedule A.

3. LICENSE, DELIVERABLES AND COPIES

3.1 LICENSE GRANT.

(a) Subject to the terms of this Agreement, SCPDC grants to Licensee a nonexclusive, nontransferable, royalty-bearing user license (**"License"**) during the term of this Agreement to use the SCPDC's Software, through Internet access only, solely for purposes of using the SCPDC's products known collectively as MyGovernmentOnline Software Modules. The scope of the License encompasses Licensee's internal use of SCPDC's Software in connection with providing services to Licensee's customers and includes the following purposes: (1) enabling members of the public to access Licensee's portal via the Internet to (A) electronically submit permit applications and associated documents to Licensee for review, (B) track the status of permit applications, and (C) schedule inspections and receive real-time notification of inspection results via email and phone messaging; and (2) enabling Licensee's employees, officials, and agents to (A) electronically receive, track, process, manage, research, and store applications for Licensee

permits, and (B) obtain customized reports regarding permit applications and associated documents. Except as otherwise provided by Schedule A, the License excludes any sublicensing of SCPDC's Software, uploading or otherwise transferring, or providing direct access to, the SCPDC's Software to any third party without SCPDC's prior written consent, including access by any third party to the SCPDC's Software on a stand-alone basis. License granted hereunder includes the use of Documentation in connection with Use of the Software.

(b) **OWNERSHIP.** SCPDC and its licensors solely own all right, title and interest in and to the SCPDC's Software, and reserve all rights therein not expressly granted under this Agreement. This license transfers to Licensee neither title nor any proprietary or intellectual property rights to the Software, Documentation, or any copyrights, patents, or trademarks, embodied or used in connection therewith, except for the rights expressly granted herein.

(i) Without limiting the generality of the foregoing, except as expressly stated in paragraph (a), Licensee may not directly or through any third party (a) transfer or sublicense, in whole or part, any copies of the SCPDC Software to any third party; (b) modify, decompile, reverse engineer, or otherwise attempt to access the source code of the SCPDC Software; or (c) copy the SCPDC Software, except such copies of the records as necessary for reasonable and customary test instances, production instances, back-up and disaster recovery purposes. Licensee will not delete or alter the copyright, trademark or other proprietary rights notices of SCPDC and its licensors included with the SCPDC Software as delivered to Licensee, and will reproduce such notices on all copies of the SCPDC Software. If derivative works of the SCPDC Software are prepared by or on behalf of Licensee based on suggestions or requests by Licensee, SCPDC will solely own such modifications.

(ii) The Licensee may develop products that interface or are intended for use with the SCPDC Software ("Add-On Products") with SCPDC's express written permission.

(c) Notwithstanding the inclusion of Licensee's customer in the class of allowed users, SCPDC's affirmative obligations will be limited to Licensee. Licensee hereby shall indemnify and hold harmless SCPDC from and against all losses, costs, liabilities and expenses arising out of or relating to any breach by Licensee of this Agreement, use of the software, or as a result of the carelessness, negligence or improper conduct of Licensee, its agents, employees or representatives.

3.2 **DELIVERABLES.** SCPDC shall provide an Internet accessible software service and solution that meets all the terms, conditions, specifications, and requirements set forth in this document. All services shall be performed for the prices set forth in Schedule A. SCPDC shall provide maintenance and support of the Software under the terms and conditions set forth in Schedule C, Maintenance and Support.

3.3 **COPIES.** The License includes the right to copy and reprint Documentation, or portions thereof, for use with the Software in accordance with the rights granted hereunder including for backup/archival purposes, training, internal Licensee intranet posting and other uses consistent with the License. Whenever Licensee is permitted to copy or reproduce all or any part of the Documentation, all titles, trademark symbols, copyright symbols and legends, and other proprietary markings must be reproduced.

4. LICENSE RESTRICTIONS.

Except as otherwise provided in Schedule A, Licensee agrees that it will not itself, or through any parent, subsidiary, affiliate, agent or other third party: (a) sell, lease, license or sub-license the Software or the Documentation; (b) decompile, disassemble, or reverse engineer Software, in whole or in part; (c) write or develop any derivative software or any other software program based upon the Software or any Confidential Information; (d) use the Software to provide services on a 'service bureau' basis; or (e) provide, disclose, divulge or make available to, or permit use of the Software by any unauthorized third party without SCPDC's prior written consent.

5. LICENSE FEE, COMPENSATION FOR SERVICES, & EXPENSES

5.1 **LICENSE FEE.** In consideration of the license granted pursuant to Section 3.1. Licensee agrees to pay SCPDC the annual License Fee specified in Schedule A.

5.2 **TAXES.** SCPDC and Licensee are both tax exempt entities and no taxes are expected from this transaction. The parties are exempt from paying sales tax. In no event shall the parties be liable for any personal property taxes which may otherwise be levied on the other or on any taxes levied on either parties' employees' wages or any other taxes which may otherwise be required to be paid by the parties under federal or state law.

5.3 **SERVICES.** SCPDC shall provide all services as described in "Schedule A" for the fees described in "Schedule A".

5.4 **EXPENSES.** License Fee and the fees for services do not include Reimbursable Expenses. SCPDC will bill Licensee for identified Reimbursable Expenses and Licensee shall reimburse SCPDC. Reimbursable Expenses shall mean expenses incurred directly in connection with the services performed pursuant to this Agreement by SCPDC for travel and transportation. Lodging, airline costs, Mileage, and food reimbursement will be based on the Federal GSA per diem rate as found on GSA.gov. Travel expenses for car rental expenses shall be for actual cost.

5.5 **INVOICES.** All invoices under this Agreement shall be sent to the attention of
The School Board of Broward County, Florida
Attn: Accounts Payable
600 SE Ave.
Fort Lauderdale, FL

Payment will be processed according to the regular payment procedures of the Licensee.

6. MAINTENANCE AND SUPPORT.

There shall be no separate fee for maintenance and support. The annual License Fee includes all maintenance and support described in this Agreement and Schedule C.

7. LIMITED WARRANTY AND LIMITATION OF LIABILITY

7.1 **LIMITED WARRANTY.** SCPDC warrants for the term of the Agreement from the Effective Date (the "**Warranty Period**") the Software will perform in substantial accordance with the Documentation under normal use. If during the Warranty Period the Software does not perform as warranted (a "**Non-Conformance**"), SCPDC shall undertake to correct such Non-Conformance, or if correction is reasonably not possible, replace such Software free of charge. If neither of the foregoing is commercially practicable, SCPDC shall terminate this Agreement and refund to Licensee the License Fee. THE FOREGOING ARE LICENSEE'S SOLE AND EXCLUSIVE REMEDIES FOR BREACH OF WARRANTY. The warranty set forth above is made to and for the benefit of Licensee only. The warranty will apply only if:

(a) the Software has been properly used at all times and in accordance with the instructions for Use; and

(b) no modification, alteration or addition has been made to the Software by persons under the control of Licensee (except pursuant to the authorized Use of the Software specified in Schedule A) except as authorized in writing by SCPDC; and

(c) Licensee has not requested modifications, alterations or additions to the Software that cause it to deviate from the Documentation; and

(d) SCPDC warrants that it possesses all of the right, title, interest and authority to enter into this agreement with Licensee. SCPDC also warrants that no lawsuit or claim concerning the Software is currently pending.

Any pre-production versions of the Software distributed to Licensee are delivered "as-is," without any express or implied warranties. No employee, agent, representative or affiliate of SCPDC has authority to bind SCPDC to any oral representations or warranty concerning the Software. Any written representation or warranty not expressly contained in this Agreement will not be enforceable.

7.2 **DISCLAIMER.** EXCEPT AS SET FORTH ABOVE, SCPDC MAKES NO WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY REGARDING OR RELATING TO THE SOFTWARE OR THE DOCUMENTATION, OR ANY MATERIALS OR SERVICES FURNISHED OR PROVIDED TO LICENSEE UNDER THIS AGREEMENT, INCLUDING MAINTENANCE AND SUPPORT. SCPDC SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT WITH RESPECT TO THE SOFTWARE, DOCUMENTATION AND SAID OTHER MATERIALS AND SERVICES, AND WITH RESPECT TO THE FOREGOING. IN ADDITION, SCPDC DISCLAIMS ANY WARRANTY

WITH RESPECT TO, AND WILL NOT BE LIABLE OR OTHERWISE RESPONSIBLE FOR, THE OPERATION OF THE SOFTWARE IF PROGRAMS ARE MADE THROUGH THE USE OF SOFTWARE OR NON-SCPDC SOFTWARE THAT CHANGE, OR ARE ABLE TO CHANGE, THE DATA MODEL OF THE SOFTWARE.

7.3 **LIMITATION OF LIABILITY.** In no event will SCPDC be liable for any loss of profits, loss of use, business interruption, loss of data, cost of cover or indirect, special, incidental or consequential damages of any kind in connection with or arising out of the furnishing, performance or use of the software or services performed hereunder, whether alleged as a breach of contract or tortious conduct. In addition, SCPDC will not be liable for any damages caused by delay in delivery or furnishing the software or said services. SCPDC's liability under this agreement for direct, indirect, special, incidental and/or consequential damages of any kind, including, without limitation, restitution, will not, in any event, exceed two (2) times the license fee paid by licensee to SCPDC under this agreement.

7.4 **INDEMNIFICATION.** Each party agrees to be fully responsible for its acts of negligence, or its employees' acts of negligence when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence. This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

7.5 **CYBER LIABILITY.** SCPDC shall maintain Cyber Liability in an amount not less than One Million Dollars ($1,000,000) per loss for negligent retention of data as well as notification and related costs for actual or alleged breaches of data. SCPDC will keep such insurance in force until the third anniversary of the expiration or termination of this Agreement.

8. CONFIDENTIALITY

8.1 **CONFIDENTIAL INFORMATION.** To the extent permitted by law, each party agrees that it shall use Confidential Information solely in accordance with the provisions of this Agreement and will not disclose, or permit to be disclosed, the same, directly or indirectly, to any third party without the other party's prior written consent. To the extent permitted by law, each party agrees to exercise due care in protecting the Confidential Information from unauthorized use and disclosure. However, neither party bears any responsibility for safeguarding information that (i) is publicly available, subject to public records request pursuant to applicable state statutes; (ii) already in the other party's possession and not subject to a confidentiality obligation; (iii) obtained by the other party from third parties without restrictions on disclosure; (iv) independently developed by the other party without reference to Confidence Information, or (v) required to be disclosed by order of a court or other governmental entity. Nothing herein shall prevent routine discussions by the parties that normally take place in a "user group" context.

8.2 **INJUNCTIVE RELIEF.** In the event of actual or threatened breach of the provisions of Section 8.1 and 8.3, the non-breaching party may pursue its legal remedies.

8.3 **LICENSEE DATA.** In its performance of Contract Services, SCPDC may have access to certain records, data, or information that include the names, addresses, telephone numbers, or other confidential or private information pertaining to Licensee's customers ("**Licensee Data**"). SCPDC acknowledges and agrees that it does not have nor does it claim any ownership interest whatsoever in Licensee Data and that custody and title and all other rights and interests in Licensee Data are and shall remain in Licensee.

8.4 **RETURN OF LICENSEE DATA.** To the extent permitted by law, in the event of the termination or nonrenewal of this agreement, SPCDC warrants that Licensee's Data and any information stored by SPCDC as a result of Licensee use of the SCPDC Software will be delivered to Licensee.

8.5 **PUBLIC RECORDS.** SCPDC acknowledges that this Agreement and any related financial records, audits, reports, plans correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. SCPDC shall maintain all such public records and, upon request, provide a copy of the requested records or allow the records to be inspected within a reasonable time. SCPDC shall also ensure that any public records that are exempt or exempt and confidential from disclosure are not disclosed except as authorized by law. Upon the expiration or termination of the Agreement, SCPDC agrees to maintain all public records for a minimum period of five (5) fiscal years in accordance with the applicable records retention schedules established by the Florida Department of State. In the event SCPDC fails to abide by the provisions of Chapter 119, Florida Statutes, the Licensee may, without prejudice to any other right or remedy and after giving seven (7) days written notice, during which period SCPDC still fails to allow access to such documents, terminate this Agreement.

IF SPCDC 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.

8.6 **CHOICE OF LAW & VENUE.** The terms and conditions of this Agreement shall be interpreted by the substantive and procedural law of the State of Florida, and any litigation, including injunctive relief, shall be filed in the Circuit Court of the Seventeenth Judicial Circuit in and for Broward County, Florida.

9. TERM AND TERMINATION

9.1 **TERM.** This Agreement will take effect on the Effective Date and will remain in force for a period of two (2) years following Final Acceptance ("**Initial Term**"). The term may be extended for two (2) additional 12-month periods following the end of the Initial Term upon mutual agreement of the Parties, unless terminated earlier in accordance with this Agreement.

9.2 **TERMINATION.** This Agreement may be terminated by:

(a) By Licensee. Should there be discovered a serious defect or flaw in the SCPDC software that prevents the Licensee from using the system to support Licensee's operations in issuance of permits, Licensee shall notify SCPDC of the issue. SCPDC will have 45 days to resolve the issue. If the issue cannot be resolved within the time period, the contract will terminate on the 1st of the following month. Should Licensee terminate this agreement for any reason, Licensee shall provide 90-day notice to SCPDC. SCPDC shall provide Licensee access to all stored data, documentation and confidential information produced by the Licensee.

(b) By SCPDC. Upon written notice to Licensee if any of the following events ("**Termination Events**") occur, provided that no such termination will entitle Licensee to a refund of any portion of the License Fee or maintenance fees: (i) Licensee fails to pay any undisputed amount due to SCPDC within thirty (30) days after SCPDC gives the Licensee written notice of such non-payment; (ii) Licensee is in material breach of any non-monetary term, condition or provision of Agreement, which breach, if capable of being cured, is not cured within thirty (30) days after SCPDC gives Licensee written notice of such breach; or (iii) Licensee becomes subject to any bankruptcy or insolvency proceeding under federal or state statutes; or (iv) SCPDC elects to refund Licensee's fees.

9.3 **EFFECT OF TERMINATION.** If any Termination Event occurs, termination will become effective immediately or on the date set forth in the written notice of termination. Termination of this Agreement will not affect the provisions regarding Licensee's or SCPDC's treatment of Confidential Information, provisions relating to the payment of amounts due, or provisions limiting or disclaiming SCPDC's liability, which provisions will survive termination of this Agreement. Within fourteen (14) days after the date of termination or discontinuance of this Agreement for any reason whatsoever, Licensee shall return any copies of the SCPDC Software, derivative works and all copies thereof, in whole or in part, all related Documentation and all copies thereof, and any other Confidential Information in its possession. Upon termination of this Agreement, Licensee shall cause the SCPDC Software to be removed from all computer units, including desktops and laptops, in the Licensee's office and from the computer units of third-party contractors performing work for Licensee. Licensee shall furnish SCPDC with a certificate signed by an executive officer of Licensee verifying that the same has been done.

9.4 In the event of the termination or nonrenewal of this Agreement, SCPDC warrants that the information stored by SCPDC as a result of Licensee use of the SCPDC Software will be available to Licensee.

10. NON-ASSIGNMENT.

Neither party may assign or otherwise transfer this Agreement nor any rights under this Agreement, in whole or in part, whether voluntary or by operation of law, including by way of sale of assets, merger or consolidation, without the prior written consent of the other party, which consent will not be unreasonably withheld or delayed. Subject to the foregoing, this Agreement will be binding upon and will inure to the benefit of the parties and their respective successors and assigns.

11. NOTICES.

Any notice required or permitted under the terms of this Agreement or required by law must be in writing and must be (a) delivered in person, (b) sent by first class certified mail, or air mail, as appropriate, (c) sent by overnight air courier, or (d) by facsimile, in each case properly posted to the appropriate address set forth below. Either party may change its address for notice by notice to the other party given in accordance with this Section. Notices will be considered to have been given at the time of actual delivery in person, three (3) business days after deposited in the mail as set forth above, one (1) day after delivery to an overnight air courier service, or one (1) day after the moment of transmission by facsimile.

To Licensee:	Superintendent of Schools The School Board of Broward County, Florida 600 Southeast Third Avenue Fort Lauderdale, Florida 33301
With a Copy to:	Director of Procurement and Warehousing Services The School Board of Broward County, Florida 7720 W. Oakland Park Blvd. Suite 323 Sunrise, FL 33351
And with a Copy to:	Chief Building Official Building Department 2301 NW 26th Street Oakland Park, Florida 33311
To SCPDC:	South Central Planning and Development Commission 5058 West Main St. Houma, LA 70360

12. MISCELLANEOUS

12.1 **VIRUSES AND DISABLING DEVICES.** Neither SCPDC Software nor any enhancements, modifications, upgrades, updates, revisions or releases thereof shall contain (i) any mechanism such as a "trap door", "time bomb", or "logic bomb", software protection routine or other similar device, that would enable SCPDC to disable the Software or make the Software inaccessible to Licensee after the Software is installed; or (ii) to the best of SCPDC's knowledge, any computer "virus", "worm" or similar programming routine.

12.2 **FORCE MAJEURE.** Neither party will incur any liability to the other party on account of any loss or damage resulting from any delay or failure to perform all or any part of this Agreement if such delay or failure is caused, in whole or in part, by events, occurrences, or causes beyond the control and without negligence of the parties. Such events, occurrences, or causes will include, without limitation, acts of God, strikes, lockouts, riots, acts of war, earthquakes, fire and explosions, but the inability to meet financial obligations is expressly excluded.

12.3 **WAIVER.** Any waiver of the provisions of this Agreement or of a party's rights or remedies under this Agreement must be in writing to be effective. Failure, neglect, or delay by a party to enforce the provisions of this Agreement or its rights or remedies at any time, will not be construed and will not be deemed to be a waiver of such party's rights under this Agreement and will not in any way affect the validity of the whole or any part of this Agreement or prejudice such party's right to take subsequent action. Except as expressly stated in this Agreement, no exercise or enforcement by either party of any right or remedy under this Agreement will preclude the enforcement by such party of any other right or remedy under this Agreement or that such party is entitled by law to enforce.

12.4 **SEVERABILITY.** If any term, condition, or provision in this Agreement is found to be invalid, unlawful or unenforceable to any extent, the parties shall endeavor in good faith to agree to such amendments that will preserve, as far as possible, the intentions expressed in this Agreement. If the parties fail to agree on such an amendment, such invalid term, condition or provision will be severed from the remaining terms, conditions and provisions, which will continue to be valid and enforceable to the fullest extent permitted by law.

12.5 **STANDARD TERMS OF LICENSEE.** No terms, provisions or conditions of any purchase order, acknowledgment or other business form that Licensee may use in connection with the acquisition or licensing of the Software use will have any effect on the rights, duties or obligations of the parties under, or otherwise modify, this Agreement, regardless of any failure of SCPDC to object to such terms, provisions or conditions.

12.6 **AMENDMENTS TO THIS AGREEMENT.** This Agreement may not be amended, except by a writing signed by both parties.

12.7 **PRIOR CONSENT.** Unless expressly provided otherwise in this Agreement, any prior consent of a party that is required before the other party may take an action may be granted or withheld in such party's sole and absolute discretion.

12.8 **EXPORT OF SOFTWARE.** Licensee may not export or re-export the SCPDC Software without the prior written consent of SCPDC and without the appropriate United States and foreign government licenses.

12.9 **APPLICABLE LAW.** This Agreement will be interpreted and construed in accordance with the laws of the State of Louisiana and the United States of America, without regard to the conflict of laws principles.

12.10 **PUBLIC ANNOUNCEMENTS.** Licensee acknowledges that SCPDC may desire to use its name in press releases, product brochures and financial reports indicating that Licensee is a Licensee of SCPDC, and Licensee agrees that SCPDC may use its name in such a manner. Licensee reserves the right to review any use of its name and to withhold permission, which permission will not reasonable be withheld.

12.12 **DISPUTE RESOLUTION.** The parties have entered into this Agreement voluntarily and in good faith. As a result, if any dispute, claim or controversy ("dispute") arises between them, unless otherwise provided in this Agreement, they agree that they will first attempt to resolve the dispute by entering into mediation administered by the American Arbitration Association ("AAA") under its Commercial Mediation Procedures before resorting to litigation, arbitration, or some other dispute resolution procedure.

12.13 **HEADINGS.** Section and Schedule headings are for ease of reference only and do not form part of this Agreement.

12.14 **ENTIRE AGREEMENT.** This Agreement (including Schedules A, B and C) contains the entire agreement of the parties with respect to the subject matter of this Agreement and supersedes all previous communications, representations, understandings and agreements, either oral or written, between the parties with respect to said subject matter.

[THIS SPACE INTENTIONALLY LEFT BLANK; SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the parties have executed this Agreement.

FOR LICENSEE:

(Corporate Seal)

ATTEST:

Dr. Howard Hepburn
Superintendent of Schools

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

By: Lori Alhadeff
Lori Alhadeff, Chair

Date: 10/15/24

Approved as to Form and Legal Content:

Office of the General Counsel

[THIS SPACE INTENTIONALLY LEFT BLANK; SIGNATURE PAGE FOLLOWS]

FOR SCPDC:

(Corporate Seal)

ATTEST:

SOUTH CENTRAL PLANNING AND DEVELOPMENT COMMISSION

By: _____
Kevin Belanger, Chief Executive Officer

_____

_____, Secretary

-or-

_____
Witness

_____
Witness

The Following Notarization is Required for Every Agreement Without Regard to Whether the Party Chose to Use a Secretary's Attestation or Two (2) Witnesses.

STATE OF LOUISANA

PARISH OF TERREBONNE

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 9-19-2024 (*date*) by Kevin Belanger, Chief Executive Officer of SOUTH CENTRAL PLANNING AND DEVELOPMENT COMMISSION, a regional planning commission and Political Subdivision of the State of Louisiana, on behalf of the entity. 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 19 day of Sept, 2024.

My Commission Expires: FOR LIFE

(SEAL)

_____
Signature – Notary Public

Cullen Curole
Printed Name of Notary

LA 52587
Notary's Commission No.

SCHEDULE A
INTERGOVERNMENTAL AGREEMENT
South Central Planning and Development Commission and Jurisdiction Government

SOFTWARE AND LICENSE FEE

A. SOFTWARE USE

SCPDC'S MyGovernmentOnline Software Modules available for subscription under this agreement are: Permits and Licensing, Planning & Zoning, Solution Center / Code Enforcement, Addressing / GIS Integration. Each of these modules is a separate chargeable option. All modules include unlimited user accounts, field work order system, project and document management features. Unlimited reporting services.

B. LICENSE FEE

1. MyGovernmentOnline:

The following Custom Package price is offered though the initial term of the contract.

The Jurisdiction has agreed to the Custom Quote of "0 – 1000 Permit Volume" per year. It is understood this will be billed on a levelized billing system of $1,100 monthly. This package shall include the Permit Module monthly license fee, Planning & Zoning Module, GIS Integration, and SIS (API to FOCUS) Integration.

If anytime during a calendar year the total volume of permits exceeds the packages permit volume then SCPDC may increase the Custom Quote amount with written notice to Licensee.

Add on modules of a standard configuration of Solution Center, Addressing / GIS Integration may be activated by request during the term of this agreement for the monthly rates defined in the rate chart in Schedule A that corresponds to the jurisdictions selected permit package. In the event the jurisdiction makes a change to the original permit package chosen, the monthly rate shall change to correspond with the rate chart as shown in Schedule A.

Other Fees:
Authorized On-Site Visits: On-sites visits shall be authorized by the Licensee and will be reimbursed to the SCPDC for costs of lodging, meals, and transportation incurred during each visit. Reimbursements will be in accordance with the current U.S. General Services Administration (GSA) per diem rates applicable to the visit location. Additionally, a 10% administrative fee will be applied to the total reimbursable expenses.

Integration for online credit card or ACH transactions: Existing Credit Card Vendor: $100.00 one-time fee; New Credit Card Vendor: $500.00 one-time fee.

Historic Data Imports: Imports requiring 20 hours of staff time or less free of charge. Imports requiring more than 20 hours of analyst time is subject to a custom quote.

SCPDC will invoice Licensee at the beginning of each month. The invoices shall be payable within 30 days of the date of the invoice.

SCHEDULE B
INTERGOVERNMENTAL AGREEMENT
SCPDC SOFTWARE LICENSE AND SERVICE AGREEMENT

EQUIPMENT SITE, USER NAME, AND
PERSONAL ACCESS PASSWORD

B.1. At the execution of this Agreement, SCPDC shall provide a USER CREATION form to the Licensee to be used for account creation requests. Upon completion of the forms the Licensee will return the forms via email to SCPDC, and accounts shall be created in the system with information provided on the forms. Users can change the provided password after their first login to the Software. SCPDC shall maintain the confidentiality of the user name and personal access password of every Licensee official, employee, agent and contractor who has duties relating to the processing of Licensee permits and shall not release any such information to the public. Additional personal usernames and personal access passwords shall be provided upon a submission of a User Creation form to SCPDC providing the user name and confirmation that the user is an official, employee, agent, or contractor of Licensee is supplied to SCPDC, which will become an addendum to this Schedule B.

B.2. The individuals holding the following positions are authorized by Licensee to submit requests to SCPDC for (1) the creation of new user names and passwords for Licensee officials, employees, agents, and contractors, and (2) for the deactivation of existing user names and passwords: System Administrator, Project Manager

SCPDC shall immediately comply with requests to create and deactivate user names and passwords. Licensee may change the names of the individuals authorized to submit requests by providing notice in accordance with Section 12 of this Agreement.

SCHEDULE C
SCPDC SOFTWARE LICENSE AND SERVICE AGREEMENT

MAINTENANCE AND SUPPORT

1.0 DEFINITIONS

1.1 "SUPPORT CALL (TIER 1)" means a reported problem in the SCPDC Software which is not affecting the Software's ability to perform substantially in accordance with the user documentation but requires correction.

1.2 "SUPPORT CALL (TIER 2)" means a reported problem in the SCPDC Software, not considered as a Level I support problem as defined in 1.1 above, which causes serious disruption of a function or affects daily processing of permits.

1.3 "SUPPORT CALL (TIER 3)" means a reported problem in the SCPDC Software or a material functional component which causes the system to be down and not serving as designed, or has a significant revenue or operational impact, with no obvious work-around.

1.4 "RESPONSE TIME" means the elapsed time between the receipt of a service call and the time when SCPDC begins the Maintenance and Support, including a verbal or written confirmation to the Licensee thereof.

1.5 "RESPONSE CENTER AND CONTACT PROCEDURE" shall mean:

Address
5058 West Main Street
Houma, LA 70360

Hours of Operation
8:00 a.m. to 4:30 p.m. CST

Contact Information

Tel: 1 866 957 3764
Ryan Hutchinson,
Chief Technology Officer

E-mail: support@mygovernmentonline.org

1.6. "SYSTEM AVAILABILITY" amount of time over a one-year period that the Software and system resources are available for Licensee's use.

2. TERM AND TERMINATION.
SCPDC's provision of Maintenance and Support to Licensee will commence on the Effective Date and will continue until the Agreement is terminated.

3. MAINTENANCE AND SUPPORT SERVICES.
Maintenance and Support will be provided only with respect to use of the versions of the Software that are being supported by SCPDC. SCPDC will provide multi-site backup of Licensee Data. SCPDC will provide 24-hour emergency service support, after hours cell numbers are accessed

through the IVR menu, for Licensee's staff and Licensee's customers by SCPDC's technical support personnel. SCPDC will offer to Licensee new versions of MyGovernmentOnline Software as they become available. SCPDC will convert Licensee's current permit data for use with SCPDC Software. SCPDC will perform customization of SCPDC Software as set forth in the Contract Documents. SCPDC will provide features in the SCPDC Software as set forth in the Contract Documents. SCPDC will provide support for the storage of photos, building/permits documents, inspection reports, plan review files and associated miscellaneous records. Within the capabilities of the SCPDC Software, and upon Licensee's request, SCPDC will provide Licensee with customized reports as set forth in the Contract Documents. Licensee shall not create add-ons or feature changes to that version or disclose the source code to any third party.

SCPDC agrees to comply with Licensee's remote access policies, procedures, and guidelines. SCPDC shall ensure that its employees comply with all of Licensee's remote access policies, procedures, and guidelines.

3.1 LEVELS OF MAINTENANCE AND SUPPORT. During normal business hours, Licensee shall request support via the Response Center and Contract Procedures. After normal business hours, Licensee shall request support as provided in Section 3 above. SCPDC shall initially acknowledge receipt of a request for support within 15 minutes of SCPDC's receipt and shall contact Licensee within one hour of receipt. When contacting SCPDC, Licensee shall classify the problem based on the definitions set forth in Section 1 above. SCPDC shall not re-classify the problem without Licensee's prior approval. Maintenance and Support is available at the following Response Times:

(i) Support Call (Tier 3): Issue resolved within the response time of three (3) hours or an agreed upon due date and time; SCPDC shall provide a patch or work-around the next day, and the problem shall be fixed or documented in next major product release

(ii) Support Call (Tier 2): Issue resolved within the response time of six (6) hours; SCPDC shall provide a patch or work-around within five days, and the problem shall be fixed or documented in next major product release;

(iii) Support Call (Tier 1): Issue resolved within one (1) business day, and the problem documented and input for consideration in next major product release.

3.2 BASIC MAINTENANCE. Basic Maintenance means that SCPDC will provide during SCPDC's standard hours of service: (i) Major Updates and Minor Updates, when and if available, and related on-line Documentation, and (ii) telephone assistance with respect to the use of Software, including (a) clarification of functions and features of the Software; (b) clarification of the Documentation; (c) guidance in the use of the Software; and (d) error verification, analysis and correction to the extent possible by telephone. SCPDC's standard hours of service are Monday through Friday, 8:00 a.m. to 4:30 p.m., CST except for holidays as observed by SCPDC. SCPDC shall provide such software support and maintenance as may be necessary to maintain the Software in good operating condition and to meet the warranties set forth in the Contract Documents.

3.2.1 Unless otherwise agreed to by the parties, in addition to Major and Minor Updates, SCPDC shall make available to the Licensee all patches, upgrades, enhancements, new releases,

new versions, and modifications developed by SCPDC for the Software at no additional cost. SCPDC shall ensure that all such Updates, patches, upgrades, enhancements, new releases, new versions, and modifications do not require modifications or reconfigurations to existing web presentation, workflows, or table values set up by Licensee. SCPDC shall provide release notes detailing Major changes.

3.2.2 At least thirty (30) days prior to release of Major Updates, SCPDC shall provide (1) training for the use of the updated Software and (2) relevant, customized user manuals and guides detailing the use of the updated Software.

3.2.3 Licensee shall request maintenance and support via the Response Center and Contact Procedure. All other notices required under this Schedule C shall be made pursuant to Section 12 of the Agreement.

3.2.4 The requirements set forth in Sections 3.2.1 and 3.2.2 shall not apply to emergency fixes and patches.

3.3 ON-SITE ASSISTANCE. When agreed to by Licensee and SCPDC, SCPDC can provide Maintenance and Support at the Licensee Site. In such event Licensee will reimburse SCPDC for all reimbursable traveling expenses and costs for board, lodging and meals as set forth in Section 5.4 of the Agreement. Licensee's prior written approval of any on-site support or maintenance and estimated travel expenses is required.

3.4 CAUSES WHICH ARE NOT ATTRIBUTABLE TO SCPDC. Maintenance and Support will not include services requested as a result of, or with respect to causes which are not attributable to SCPDC Software. These services will be billed to Licensee at SCPDC's then-current rates, and SCPDC shall not perform any such services except with Licensee's prior written approval. Causes which are not attributable to SCPDC include but are not limited to:

3.4.1 Accident. Unusual physical, electrical or electromagnetic stress; neglect; misuse; failure or fluctuation of electric power, air conditioning or humidity control; failure of rotation media not furnished by SCPDC; excessive heating; fire and smoke damage; operation of the Software with other media and hardware, software or telecommunication interfaces not meeting or not maintained in accordance with the manufacturer's specifications; or causes other than ordinary use;

3.4.2 Improper use of the Software that deviates from any operating procedures established by SCPDC in the applicable Documentation;

3.4.3 Modification, alteration or addition or attempted modification, alteration or addition of the Software undertaken by persons other than SCPDC or SCPDC's authorized representatives, except for modification, alteration or addition or attempted modification, alteration or addition of the Software made by Licensee pursuant to procedures received from SCPDC for rectification of errors or malfunctions in the Software, said modifications authorized by SCPDC shall be in writing;

3.5.4 Software programs developed by Licensee or other parties.

4. RESPONSIBILITIES OF LICENSEE.

SCPDC's provision of Maintenance and Support to Licensee is subject to the following:

4.1 When necessary to identify or address errors or malfunctions with the Software, Licensee shall provide SCPDC with access to Licensee's personnel and Equipment during normal business hours. This access must include the ability to remotely access the Equipment on which the Software is operating and to obtain the level of access necessary to support the Software. Remote access shall only be granted pursuant to Licensee's remote access policies, procedures, and guidelines. Remote access shall be limited to the equipment on which the Software operates and SCPDC shall not be granted access to Licensee's other equipment or networks.

4.2 Licensee shall document and promptly report all errors or malfunctions of the Software to SCPDC. Licensee shall take all steps necessary to carry out procedures for the rectification of errors or malfunctions within a reasonable time after such procedures have been received from SCPDC.

5. MAINTENANCE FEE.

For Licensee the maintenance fees are waived for the Initial Term and all renewals. The License Fees cover all costs for maintenance and support for the Initial and renewal terms of this Agreement.

6. ASSIGNMENT OF DUTIES.

SCPDC may assign its duties of Maintenance and Support to a third party, provided that SCPDC will remain responsible for the actions of such third party. Any such assignment is subject to Licensee's prior written consent, which consent shall not be unreasonably withheld or delayed.

7. PROJECT ABANDONMENT

Should SCPDC abandon development and support of the MyGovernmentOnline software suite and can no longer fulfill its contractual obligations pursuant to this Agreement, the last stable source code release of MyGovernmentOnline Software will be licensed to Licensee under an open-source license agreement such as for instance GNU. The specific open-source license agreement would be chosen by SCPDC at such time.

8. LICENSEE DATA.

SCPDC agrees that all data created by Licensee in the Software system belongs to Licensee and shall be subject to the terms and conditions set forth in the Agreement regarding Licensee Data.

FIRST AMENDMENT TO AGREEMENT

THIS FIRST AMENDMENT TO AGREEMENT is made and entered into by and between:

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
(hereinafter referred to as "SBBC"),
a body corporate and political subdivision of the State of Florida,
whose principal place of business is
600 Southeast Third Avenue, Fort Lauderdale, Florida 33301

and

SOUTH CENTRAL PLANNING AND DEVELOPMENT COMMISSION
(hereinafter referred to as "SCPDC"),
a regional planning commission and political subdivision of the State of Louisiana,
having its principal place of business at
5058 West Main Street, Houma, Louisiana 70360

RECITALS

A. **WHEREAS**, SBBC and SCPDC entered into AGR25-081, Electronic Permitting Solution Agreement (the "Agreement"); and

B. **WHEREAS**, the parties acknowledge that Final Acceptance under Section 9.1 of the Agreement occurred on October 15, 2024, that the Agreement commenced on October 15, 2024, and that the Initial Term expires on October 15, 2026; and

C. **WHEREAS**, the Agreement provides SBBC with access to and services supporting SCPDC's MyGovernmentOnline electronic permitting software solution; and

D. **WHEREAS**, Section 9.1 of the Agreement permits two (2) additional twelve-month extension periods upon mutual agreement of the parties; and

E. **WHEREAS**, SBBC and SCPDC wish to exercise the first of the two (2) options to extend the Agreement term for one (1) year, from October 16, 2026, through October 15, 2027, through this First Amendment to Agreement ("First Amendment"); and

F. **WHEREAS**, the parties also wish to resolve inconsistent governing-law provisions and revise the dispute-resolution requirements of the 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 agree as follows:

1. **Recitals.** The parties agree that the foregoing recitals are true and correct and are incorporated herein by reference.

2. **Term of Agreement.** Pursuant to Section 9.1 of the Agreement, the term of the Agreement is extended from October 16, 2026 (the "Extension Effective Date"), through October 15, 2027, unless terminated earlier pursuant to Section 9.2 of the Agreement.

3. **Cost and Payment.**

(a) Cost. The monthly price for the "0–1000 Permit Volume" package shall remain One Thousand One Hundred Dollars ($1,100.00) during the extension term. The total cost for that package during the extension term shall not exceed Thirteen Thousand Two Hundred Dollars ($13,200.00), exclusive of other fees or reimbursable expenses expressly authorized under the Agreement. If the total permit volume exceeds the applicable package limit, SCPDC may propose revised pricing upon prior written notice to SBBC, but no increase shall take effect without SBBC's prior written approval.

(b) Payment. Upon receipt of a proper and appropriate invoice from SCPDC, SBBC shall pay SCPDC monthly for satisfactory services rendered under the Agreement during the extension term, in accordance with the Agreement's payment procedures.

4. **Governing Law and Venue.** Section 12.9 of the Agreement is deleted in its entirety. Section 8.6 of the Agreement shall control. The Agreement and this First Amendment shall be interpreted and construed in accordance with the laws of the State of Florida. Any litigation arising out of or relating to the Agreement or this First Amendment shall be filed exclusively in the Circuit Court of the Seventeenth Judicial Circuit in and for Broward County, Florida.

5. **Order of Precedence among Agreement Documents.** In the event of a conflict between the provisions of the Agreement and this First Amendment, the documents shall take precedence in the following order: (a) this First Amendment; and then (b) the Agreement.

7. **Other Provisions Remain In Force.** Except as expressly modified by this First Amendment, all other provisions of the Agreement remain unchanged and in full force and effect.

8. **Authority.** Each person signing this First Amendment on behalf of either party individually warrants that he or she has full legal power to execute this First Amendment on behalf of the party for whom he or she is signing and to bind and obligate that party with respect to all provisions contained herein.

IN WITNESS WHEREOF, the parties have made and executed this First Amendment to Agreement upon the date of the last signature below.

[THIS SPACE IS INTENTIONALLY LEFT BLANK; SIGNATURE PAGES FOLLOW]

FOR SBBC:

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

By:_____
Sarah Leonardi, Chair

ATTEST:

Date:_____

_____
Dr. Howard Hepburn
Superintendent of Schools

Approved as to Form and Legal Content:

_____
Office of the General Counsel

[THIS SPACE IS INTENTIONALLY LEFT BLANK; SCPDC SIGNATURE PAGE FOLLOWS]

FOR SCPDC:

(Corporate Seal)

ATTEST:

SOUTH CENTRAL PLANNING AND DEVELOPMENT COMMISSION

_____
Corporate Secretary Signature
Print Name:_____

By:_____
Kevin Belanger, Chief Executive Officer

-or-

_____
Witness Signature
Print Name: E. Rougeau IV

_____
Witness Signature
Print Name: Byron Guidry

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 LOUISANA
PARISH OF TERREBONNE

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 9-21-2026 (*date*) by Kevin Belanger, Chief Executive Officer of SOUTH CENTRAL PLANNING AND DEVELOPMENT COMMISSION, a regional planning commission and Political Subdivision of the State of Louisiana, on behalf of the entity. 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 21 day of September 2026.

My Commission Expires:

(SEAL)

_____
Signature – Notary Public

Cullen Curole
Printed Name of Notary

For Life
Notary's Commission No.

Status: ORIGINAL

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

2026-10-13	Regular School Board Meeting
CATEGORY:	O. Operations
DEPARTMENT:	Procurement & Logistics Operations

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

TITLE:

AGR 26-092 - Smartsheet Enterprise Agreement

REQUESTED ACTION:

Approve the Enterprise Agreement between The School Board of Broward County, Florida (SBBC), and Smartsheet Inc., with budget authority in the amount of $29,520.00. 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 Agreeement has been reviewed and approved as to form and legal content by the Office of the General Counsel.

EXHIBITS:

Executive Summary
Agreement
Quote
User Agreement
Service Level Agreement
Security Practices/Supplement

FINANCIAL IMPACT:

$29,520.00. Funding for the expense will be included in the ISD General Fund board-approved budget.

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:	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 Sep 29,

Electronic Signature
Form $4189 Revised 9/26
HH/JJS

Approved in Open Board Meeting On: October 13, 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
AGR 26-092 Smartsheet Enterprise Agreement

Board Meeting Date: October 13, 2026

Requested Action: Approve the Enterprise Agreement between The School Board of Broward County, Florida (SBBC) and Smartsheet Inc. for district-wide services, for a one-year term, with a budget authority not to exceed $29,520.00.

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"	• Board chair to execute the quote (see Exhibit B). • The District will continue to use Smartsheet as a standardized enterprise platform to enhance collaboration, workflow tracking, reporting, and project visibility across departments. This supports improved operational efficiency, accountability, and transparency, while enabling staff to effectively manage initiatives, timelines, and deliverables.
If the School Board votes "No"	• If not approved, the District would experience disruption to existing workflows and project tracking currently supported by Smartsheet. Departments would be required to identify and implement alternative tools or processes, which could lead to operational inefficiencies, duplicated efforts, reduced visibility, and potential delays in project execution.
Alignment to the 2027 Strategic Goals and Guardrails	• Guardrail 2 – Equity by providing consistent access to a centralized work management tool across departments. • Guardrail 3 - School Support and Business Operations by improving operational efficiency, project oversight, and cross department collaboration.
Measurable Outcome(s)/Return on Investment	• Approval of this item enables the District to utilize a centralized work management platform,

	enhancing visibility into project status, timelines, and deliverables across departments. Expected measurable outcomes include standardized workflow tracking, improved reporting and transparency for leadership, and stronger cross-departmental coordination. The return on investment is achieved through increased operational efficiency, reduced reliance on manual and fragmented tracking methods, and more effective use of existing staff resources. Standardized processes and reporting promote accountability, minimize duplication of effort, and support more consistent and effective management of District projects and initiatives.

Background/History
Smartsheet is a cloud-based work management platform that supports project management, operational tracking, reporting, and cross-departmental collaboration. It gives the District greater visibility into workflows, timelines, tasks, and deliverables, helping teams coordinate more efficiently across departments. **Importantly, the platform does not collect, process, or store any student or employee personally identifiable information (PII).**

Approving this Agreement allows the District to continue relying on a proven, standardized work management solution that strengthens day-to-day operations. The Agreement carries a one-year term that defines how long it remains in effect. Its effective date, however, is set retroactively to January 16, 2023 rather than the approval date, so that the District's prior and continuous use of the platform since that date is brought under the Agreement and properly authorized. This backdating ensures there is no gap between when the District began using Smartsheet and when the Agreement's coverage begins. Establishing Smartsheet as a standalone agreement also positions the District for a smooth transition to an enterprise licensing model.

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:	One year from August 6, 2026, through August 5, 2027, with an "Effective Date" retroactive to January 16, 2023, to ensure that there is no gap between when the District began using Smartsheet and when the Agreement's coverage begins. The Agreement includes four (4) optional one-year renewals.
Multi-Year Agreement:	No.
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 direct negotiation and contract with a vendor or supplier, as best fits the needs of the school 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 total agreement amount for the Smartsheet Enterprise subscription is $29,520.00 for a 12-month term, from August 6, 2026, through August 5, 2027. The agreement includes licensing for fifty (50) paid users, premium support, and a learning and certification pass.
2. The Agreement for this item will be funded by the Information Systems Division (ISD) General Fund Budget.

New / Current Requested Agreement Authority

Agreement Authority Terms	Length of Agreement Terms	Total Agreement Amount
August 6, 2026 – August 5, 2027	12 Months	$29,520.00

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)
FY27	11 Months	ISD General Fund	$29,520.00	Y

Future Fiscal Year Budget Authority *(Subject to Board Budget Approval)*

Future Fiscal Year(s)	Length of Agreement Terms	Budget Fund	Amount
FY28	1 Month	N/A	$0.00

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	District stakeholders were engaged through contract review and coordination, including Legal (OGC) and Privacy, to address agreement terms and required addendum language for a cloud-based platform that may handle confidential information. Coordination also occurred with internal procurement/contracting stakeholders to confirm the appropriate purchasing pathway and compliance requirements.
End-User Input	District departments currently use Smartsheet for project management, workflow tracking, reporting, and cross-department collaboration. The agreement supports continued, standardized use of the tool to maintain visibility of timelines and deliverables. End-user needs also include enablement/training to support broader adoption as licensing expands and to improve consistent use across departments.
Technology/Capital Expected Lifecycle/Replacement Cycle	N/A

Additional Backup:
Exhibit A: SBBC Master Addendum
Exhibit B: Quote
Exhibit C: User Agreement
Exhibit D: Service Level Agreement
Exhibit E: Security Practices / Supplement

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THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
MASTER ADDENDUM TO SMARTSHEET INC.:
ORDER Q-6351390, USER AGREEMENT, SERVICE LEVEL AGREEMENT, SECURITY PRACTICES, AND SUPPLEMENT

This Master Addendum is entered into by and between **THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA,** 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 (**"SBBC" and "CUSTOMER"**), and **SMARTSHEET INC**., a State of Washington for-profit corporation, whose principal address is 500 108th Avenue NE, Suite 200, Bellevue, Washington 98004 ("**SMARTSHEET**"), each a "party" and together, the "parties." This Master Addendum modifies and supplements the "Agreement" between the parties as follows:

I. **Definition of Agreement**. As used in this Master Addendum, the term "Agreement" shall mean the following SMARTSHEET documents as of the Effective Date of this Master Addendum, attached hereto and incorporated herein as: Order Q-6351390; User Agreement (dated April 3, 2026); Service Level Agreement (dated July 1, 2022); Security Practices (dated March 24, 2023), and Supplement (dated October 3, 2023), together with any order(s) or amendment(s) to the Agreement executed by the parties, as modified and supplemented by this Master Addendum (collectively, the "Agreement Documents").

II. **Effect of Addendum**. In the event of any conflict between this Master Addendum and the Agreement as defined herein, the parties acknowledge that the terms of this Master Addendum shall govern and supersede the terms of the Agreement (to include any updates by SMARTSHEET), and any prior quote, proposal, purchase order, or previous communications whether written, oral, electronic, or otherwise. The Agreement will remain in full force and effect according to this Master Addendum. All capitalized terms not otherwise defined in the Master Addendum will have the same meanings ascribed to them in the Agreement.

III. **Party References**. Any references to "School Board of Broward County, Florida" or "BCPS" or "Broward County Public Schools" shall mean The School Board of Broward County, Florida.

IV. **SBBC Terms and Conditions**:

A. **Term**. The parties acknowledge and agree that SMARTSHEET provided services to SBBC prior to the execution of this Master Addendum. Therefore, the term of the Agreement shall be retroactive to January 16, 2023 ("Effective Date"), to cover SBBC's use of the services prior to **August 6, 2026**, and shall continue through **August 5, 2027**, unless terminated earlier pursuant to Section B. Upon the approval of both parties in writing in the form of an Amendment to the Agreement executed by both parties, the Agreement may be extended for up to four (4) additional one-year periods. There shall be no automatic extensions or renewals of the Agreement or any Order. For the avoidance of

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doubt, any renewal or extension of an Order pursuant to this section shall only be effective upon the execution of a written Amendment to Agreement executed by both SMARTSHEET and the SBBC Board Chair.

B. **Termination**. The Agreement may be terminated with cause by either party during the term hereof upon thirty (30) calendar days' written notice to the other party of its desire to terminate the Agreement. In the event of such termination by SBBC, 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 the Agreement after the termination of the Agreement. Any party contracting with SBBC under the Agreement agrees that any of its property placed upon SBBC's facilities pursuant to the Agreement shall be removed within ten (10) business days following the termination, conclusion, or cancellation of the 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.

C. **Cost and Payment**.

1. Cost. The total cost to SBBC for the commodities and services under Order Q-6351390 shall be Twenty-nine Thousand, Five Hundred Twenty, and 00/100 US Dollars (**$29,520.00)** as set forth in Order Q-6351390, to be executed contemporaneously with the Agreement and this Master Addendum, and as outlined below. Fees for Enterprise Plan plus Premium Support Package – Paid Users may accrue based on SBBC's provision of additional Users.

    a) Learning & Certification Pass. The total cost to SBBC for the Learning & Certification Pass shall be Two Thousand, Five Hundred, Twenty and 00/100 US Dollars **($2,520.00)** during the term of the Agreement.

    b) Enterprise Plan plus Premium Support Package. The total cost to SBBC for the Enterprise Plan plus Premium Support Package shall be Twenty-seven Thousand and 00/100 US Dollars **($27,000.00)**, for fifty (50) units at Five Hundred, Forty and 00/000 US Dollars **($540.00)** per unit, during the term of the Agreement, Fees for Enterprise Plan plus Premium Support Package – Paid Users may accrue based on SBBC's provision of additional Users.

2. Payment.

    a) Purchase Orders. Subsequent to the Effective Date of the Agreement, SBBC will issue an appropriate purchase order to SMARTSHEET for the period of **August 6, 2026 through August 5, 2027**.

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b) Invoices. SMARTSHEET shall submit proper and appropriate invoices to SBBC referencing the specific Platform service, cost, date, and quantity provided to SBBC under the Agreement as follows. Fees for Enterprise Plan plus Premium Support Package – Paid Users may accrue based on SBBC's provision of additional Users.

(1) On or after August 6, 2026, SMARTSHEET shall submit an invoice to SBBC in the amount of be Twenty-nine Thousand, Five Hundred Twenty, and 00/100 US Dollars ($29,520.00) for the period of **August 6, 2026 through August 5, 2027.**

(2) SMARTSHEET shall submit proper and appropriate invoices to the following address:

The School Board of Broward County, Florida
Accounting and Financial Reporting Department
Attn: Accounts Payable
600 Southeast Third Avenue, 7th Floor
Lauderdale, FL 33301

With a Copy to:

Information Systems Division
Director, Technology Support Services
7720 W. Oakland Park Blvd.
Sunrise, FL 33351

c) Payment Due. SBBC will make payment to SMARTSHEET within thirty (30) calendar days from SBBC's receipt of the proper and appropriate invoice.

d) Ancillary Block. SMARTSHEET shall place an Ancillary Block on any and all products and services that are not included under the Agreement, to prevent SBBC from incurring any unauthorized charges. SMARTSHEET shall not invoice SBBC and SBBC is not responsible for any charges on products or services for which SMARTSHEET has placed or should have placed an Ancillary Block.

D. No Disclosure of SBBC Education, Employee, Security, or Proprietary Records. SBBC shall not disclose any education records to SMARTSHEET pursuant to the Agreement. However, should SMARTSHEET encounter any SBBC education records during the course of performing its 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. SMARTSHEET's use or re-disclosure may violate applicable federal

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and state laws. Likewise, no employee, security, or proprietary records shall be disclosed by SBBC to SMARTSHEET. Should SMARTSHEET come into contact with any employee, security, or proprietary records, such records may not be re-disclosed except as required or permitted by law.

E. **SMARTSHEET Safeguarding the Confidentiality of Education Records**.

a) Privacy. Notwithstanding any provision to the contrary within this Agreement, to include Provision D, SMARTSHEET shall:

(1) Fully comply with the requirements of Sections 1002.22, 1002.221, and 1002.222, Florida Statutes; the Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g (FERPA) and its implementing regulations (34 C.F.R. Part 99), and any other state or federal law or regulation regarding the confidentiality of student information and records; and

(2) Hold any education records in strict confidence and not use or 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 promptly, but not later than seventy-two (72) hours, of any actual breach of confidentiality of education records, regardless of whether SMARTSHEET has assessed its severity, by telephone at 754-321-1900, and email at privacy@browardschools.com; and take all necessary notification steps as may be required by federal and Florida law.

(b) IT Security. Notwithstanding any provision to the contrary within this Agreement, include Provision D, SMARTSHEET 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 the Agreement, and that access to education records is limited only to its employees that require the information to carry out the responsibilities under the Agreement and shall provide said list of employees to SBBC upon request; and

(2) Safeguard each education record through administrative, physical and technological standards to ensure that adequate controls are in place to protect the education records and information in accordance with FERPA's privacy requirements; and

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(3) Notify the SBBC Director Information Security and Assurance, promptly but not later than seventy-two (72) hours, of any actual breach of confidentiality of education records, regardless of whether SMARTSHEET has assessed its severity, by telephone at 754-321-0300, and email at privacy@browardschools.com; and take all necessary notification steps as may be required by federal and Florida law, including, but not limited to, those required by Section 501.171, Florida Statutes;

(4) Subject to the limitations of liability in the Agreement (and to the extent limitations of liability are permitted by applicable law), 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) Subject to the limitations of liability in the Agreement (and to the extent limitations of liability are permitted by applicable law), be responsible for any fines or penalties for failure to meet breach notice requirements pursuant to federal and/or Florida law.

(c) Fully cooperate with appropriate SBBC employees, including Privacy Officer and/or Information Technology employees to resolve any privacy investigations and concerns in a timely manner; and

(d) The obligations under this section shall survive the termination of all performance required or conclusion of all obligations existing under the Agreement.

F. **HIPAA Compliance**. The parties acknowledge and agree that the services provided under this Agreement do not involve the use, access, or disclosure of any Protected Health Information (PHI) as defined under the Health Insurance Portability and Accountability Act of 1996, and its implementing regulations, as amended (collectively, "HIPAA"), or records subject to 42 C.F.R. Part 2 (“Part 2”). Confidentiality of Substance Use Disorder Patient Records. Neither party shall transmit, store, request, or otherwise process any HIPAA-regulated documents or data in connection with this Agreement. The parties further agree that no Business Associate Agreement (BAA) is required or included in the Agreement. If either party determines that the scope of services requires the exchange of PHI or records covered under Part 2, the parties shall execute a separate, mutually agreed-upon Business Associate Agreement prior to any such exchange.

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G. **Assessment of Data Protection Controls**.

(a) SMARTSHEET or any of SMARTSHEET's subcontractors with access to SBBC data shall provide an attestation stating SMARTSHEET/or SMARTSHEET'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.

(b) At a minimum, the audit shall show what controls are utilized for all of the following actions:

(1) Protecting SBBC against unauthorized access, unauthorized disclosure, and damage.

(2) Reducing the risk of compromise of the availability, integrity, confidentiality, and privacy of the provided SBBC data.

(3) Ensuring SBBC student and/or employee personal information is collected, used, retained, disclosed, and disposed of in a manner to meet SMARTSHEET's objectives while also ensuring the data is protected from unauthorized use or disclosure.

(4) Monitoring compliance with established security controls.

(c) SMARTSHEET and/or SMARTSHEET'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. SMARTSHEET shall provide SBBC an attestation of continued compliance by SMARTSHEET and/or SMARTSHEET's subcontractors with access to SBBC data within ten (10) business days of written request by SBBC.

H. **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. A courtesy copy may be sent via email. The place for giving notice shall remain such until it is changed by written notice in compliance with the provisions of this paragraph. Email alone does not constitute formal notice under this Agreement. An email notification will not satisfy the notice requirements unless it is accompanied by the primary delivery methods listed above. For the present, the parties designate the following as the respective places for giving notice:

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To SBBC:	Superintendent of Schools The School Board of Broward County, Florida 600 Southeast Third Avenue Fort Lauderdale, Florida 33301
With a Copy to:	Chief Information Officer Information Systems The School Board of Broward County, Florida 600 Southeast Third Avenue Fort Lauderdale, Florida 33301
To SMARTSHEET:	SMARTSHEET INC. Rob Young, Enterprise Account Executive 500 108th Ave NE, Suite 200 Bellevue, Washington 98004
With a Copy to:	SMARTSHEET INC. Attn: Legal 500 108th Ave NE, Suite 200, Bellevue, Washington 98004

I. **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 the Agreement. Any such party shall require any subcontractors used to perform the duties and responsibilities under the 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 the 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 the 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 the Agreement and may not be considered as such.

J. **Human Trafficking**. Pursuant to Section 787.06(14), Florida Statutes, all non-governmental entities executing, renewing, or extending an agreement with SBBC must attest under penalty of perjury that the non-governmental entity does not use coercion for labor or services as defined in that statute. By execution of the Agreement by an authorized representative of SMARTSHEET, SMARTSHEET hereby attests under penalty of perjury that SMARTSHEET does not use coercion for labor or services, as such terms are defined in Section 787.06, Florida Statutes. Under penalties of perjury, the undersigned authorized representative of SMARTSHEET declares that they have read the foregoing

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statement and that the facts stated in it are true. Further, any delays in delivery or service under the Agreement arising out of, as a result of, or in connection with Smartsheet's use of coercion for labor or services as defined by Section 787.06(14), Florida Statutes, is not a Force Majeure event under the Agreement. SMARTSHEET's attestation in accordance with this Section is incorporated herein by reference.

K. **Entities of Foreign Concern**. This provision applies if SMARTSHEET has limited access to personal identifying information ("PII") as permitted herein while performing its obligations under the Agreement. By execution of the Agreement and this Master Addendum, the undersigned authorized representative of SMARTSHEET hereby attests under penalty of perjury as follows: SMARTSHEET 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 SMARTSHEET; and the undersigned authorized representative of SMARTSHEET declares that they have read the foregoing statement and that the facts stated therein are true. Terms used in this section that are not otherwise defined in the Agreement shall have the meanings ascribed to such terms in Sections 287.138 and 501.171(g)1, Florida Statutes, as worded or may be amended hereafter. SMARTSHEET's attestation in accordance with this Section is incorporated herein by reference.

L. **Public Entity Crime Act**. SMARTSHEET represents that it is familiar with the requirements and prohibitions under the Public Entity Crime Act, Section 287.133, Florida Statutes, and represents that its entry into the Agreement will not violate that statute. SMARTSHEET further represents that there has been no determination that it committed a "public entity crime" as defined by Section 287.133, Florida Statutes, and that it has not been formally charged with committing an act de-fined as a "public entity crime" regardless of the amount of money involved or whether SMARTSHEET has been placed on the convicted vendor list.

M. **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 the Agreement constitutes certification by SMARTSHEET that it is not listed on any of the following: (a)

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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. SMARTSHEET further certifies that it is not engaged in a boycott of Israel or engaged in business operations in Cuba or Syria. SMARTSHEET 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. SMARTSHEET further understands that any Agreement with SBBC for goods or services of any amount may be terminated at SBBC's option if SMARTSHEET (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 SMARTSHEET 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.

N. **Background Screening**. SMARTSHEET shall comply with all requirements of Sections 1012.32, 1012.465, 1012.467, and 1012.468, Florida Statutes, and all of its personnel who (1) are to be permitted access to school grounds when students are present, (2) will have direct contact with students, or (3) have access or control of school funds, will successfully complete the background screening required by the referenced statutes and meet the standards established by the statutes. Personnel who are subject to background screening include all of SMARTSHEET's non-exempt employees, representatives, agents, and sub-contractors performing duties under the Agreement who meet any of the three (3) descriptions listed above. This background screening will be conducted by SBBC in advance of SMARTSHEET or its personnel providing any services under the Agreement. SMARTSHEET 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 SMARTSHEET and its personnel. The parties agree that the failure of SMARTSHEET to perform any of the duties described in this section shall constitute a material breach of the Agreement entitling SBBC to terminate the Agreement immediately for cause and with no opportunity required to permit SMARTSHEET to cure such default and no further responsibilities or duties for SBBC to perform under the Agreement. SMARTSHEET 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 SMARTSHEET'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.

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O. **Public Records**. The following provisions are required by Section 119.0701, Florida Statutes, and may not be amended. SMARTSHEET shall keep and maintain public records required by SBBC to perform the services required under the Agreement. Upon request from SBBC's custodian of public records, SMARTSHEET 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. SMARTSHEET 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 SMARTSHEET does not transfer the public records to SBBC. Upon completion of the Agreement, SMARTSHEET shall transfer, at no cost, to SBBC all public records in possession of SMARTSHEET or keep and maintain public records required by SBBC to perform the services required under the Agreement. If SMARTSHEET transfers all public records to SBBC upon completion of the Agreement, SMARTSHEET shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If SMARTSHEET keeps and maintains public records upon completion of the Agreement, SMARTSHEET 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 THE 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.

P. **Proprietary Information**.

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

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waiver of confidential or exempt status for any such unidentified or unsupported portions of any documents or materials.

2. If SBBC receives a public record request for documents or materials in its custody under the 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.

Q. **Liability**. This section survives the termination of all performance or obligations under the Agreement and is fully binding until such time as any proceeding brought on account of the Agreement is barred by any applicable statute of limitations.

1. By SBBC. SBBC agrees to be fully responsible up to the limits of Section 768.28, Florida Statutes, for its acts of negligence, or its employees' acts of negligence when acting within the scope of their employment, and agrees to be liable, up to the limits of Section 768.28, Florida Statutes, as worded or may be amended hereafter, for any damages resulting from said negligence. This section survives the termination of all performance or obligations under the Agreement and is fully binding until such time as any proceeding brought on account of the Agreement is barred by any applicable statute of limitations.

2. SBBC's Consent to Settlement of Third Party Claim. SMARTSHEET shall not, without the prior written consent of SBBC: (i) agree to the settlement, compromise or discharge of such Third Party Claim unless, by its terms, such settlement, compromise or discharge actually, fully and finally discharges SBBC from the full amount of liability in connection with such Third Party Claim; nor (ii) agree to the entry of any judgment or enter into any settlement that: (1) provides for injunctive or other non-monetary relief adversely affecting SBBC party, or (2)

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does not include as an unconditional term thereof the giving of a release for all liability with respect to such claim by each claimant or plaintiff to SBBC that is the subject of such Third Party Claim.

3. Super Cap. Notwithstanding anything to the contrary in the Agreement Documents, SMARTSHEET's total liability for all claims of any nature arising from a Smartsheet's breach or inaccuracy of any fundamental representation shall not exceed Five Hundred Thousand and 00/100 (**$500,000.00**) (the "Super Cap"). Losses subject to the Super Cap shall not count against, or be limited by, the cap in Section 8 of SMARTSHEET'S User Agreement. SMARTSHEET's total liability for all indemnifiable losses under the Agreement shall not exceed the Super Cap.

4. Exceptions. The limitations set forth in Section 8 of SMARTSHEET'S User Agreement and the Super Cap shall not apply to, and shall not limit SMARTHSEET's liability for, any Losses arising out of or resulting from fraud, intentional misrepresentation, or willful breach by SMARTSHEET.

R. **Insurance**. SMARTSHEET shall comply with the following insurance requirements throughout the term of the Agreement:

1. General Liability. SMARTSHEET shall maintain General Liability insurance during the term of the Agreement with limits not less than $1,000,000 per occurrence for Bodily Injury/ Property Damage; $1,000,000 General Aggregate; and limits not less than $1,000,000 for Products/Completed Operations Aggregate.

2. Cyber Liability/Technology Errors & Omissions. SMARTSHEET shall maintain insurance for breaches of personally identifiable information and data caused by SMARTSHEET, its employees, its systems, or its software, in the amount of $1,000,000 per occurrence/$2,000,000 aggregate.

3. Workers' Compensation. SMARTSHEET shall maintain Workers' Compensation insurance during the term of the 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).

4. Auto Liability. SMARTSHEET 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.

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

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Florida and having a rating of at least A- VI by AM Best or Aa3 by Moody's Investor Service.

6. Verification of Coverage. Proof of the required insurance must be furnished by SMARTSHEET to SBBC's Risk Management Department by Certificate of Insurance within fifteen (15) days of the date of the Agreement. All certificates (and any required documents) must be received and approved by SBBC's Risk Management Department before any work commences to permit SMARTSHEET to remedy any deficiencies. Post-award you will receive an email including a link to upload (drag and drop) your certificate of insurance.

7. Required Conditions. Liability policies must include the following terms on the Certificate of Insurance:

   a) The School Board of Broward County, Florida, its members, officers, employees and agents are added as additional insured on SMARTSHEET's commercial general liability and umbrella liability insurance policies.

   b) SMARTSHEET's commercial general liability, automobile liability, and umbrella liability insurance policies will be primary and noncontributory.

   c) Certificate Holder: The School Board of Broward County, Florida, 600 Southeast Third Avenue, 11th Floor, Fort Lauderdale, FL 33301.

8. Cancellation of Insurance. SMARTSHEET is prohibited from providing services under the Agreement with SBBC without the minimum required insurance coverage and must notify SBBC within two (2) business days if required insurance is cancelled.

9. SBBC reserves the right to review, reject or accept any required policies of insurance, including limits, coverage or endorsements, herein throughout the term of the Agreement.

S. **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 the Agreement.

T. **Annual Appropriation**. SBBC's performance and obligations under the 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 the Agreement, the 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

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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.

U. **Name and Marks**. SMARTSHEET shall not acquire any rights under the Agreement to, and shall not use, the name of "The School Board of Broward County, Florida" or "SBBC", or "Broward County Public Schools" or "BCPS" either alone or in conjunction with or as part of any other name, word, mark, picture, logo, design, and/or trademark (collectively, "SBBC Marks") in any of SMARTSHEET's advertising, publicity, or promotion, to express or imply any endorsement by SBBC or The School Board of Broward County, Florida, of its Services, or in any other manner (whether or not similar to the uses hereinabove specifically prohibited) without the prior review and written approval by SBBC, except as expressly permitted herein. No advertisement, publication, or other use of SBBC Marks shall be published or otherwise promulgated by SMARTSHEET without SBBC's prior inspection and written approval. This clause shall survive the expiration or sooner termination of the Agreement.

V. **Inspection of SMARTSHEET's Records by SBBC**. SMARTSHEET shall maintain books, records, and documents (including electronic storage media) sufficient to reflect all income and expenditures of funds provided by SBBC under the Agreement. All of SMARTSHEET's records related to income and expenditures of funds provided by SBBC under the Agreement, regardless of the form in which they are kept, shall be open to inspection and subject to audit, inspection, examination, evaluation and reproduction, during normal working hours, by SBBC agent or its authorized representative. For the purpose of such audits, inspections, examinations, evaluations, and reproductions, SBBC's agent or authorized representative shall have access to SMARTSHEET's Records from the Effective Date of the Agreement, for the duration of the term of the Agreement, and until the later of five (5) years after the termination of the Agreement or five (5) years after the date of final payment by SBBC to SMARTSHEET pursuant to the Agreement. SBBC's agent or its authorized representative shall provide SMARTSHEET with reasonable advance notice (not to exceed two (2) weeks) of any intended audit, inspection, examination, evaluation, and reproduction. SBBC's agent or its authorized representative shall have access to the SMARTSHEET'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. SMARTSHEET 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.

W. **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

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under the Agreement and is fully binding until such time as any proceeding brought on account of the Agreement is barred by any applicable statute of limitations.

X. **No Third-Party Beneficiaries**. The parties expressly acknowledge that it is not their intent to create or confer any rights or obligations under the Agreement in or upon any third person or entity. None of the parties intend to directly or substantially benefit a third-party by the Agreement. The parties agree that there are no third-party beneficiaries to the Agreement and that no third-party is entitled to assert a claim against any of the parties based upon the 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.

Y. **Independent Contractor**. The parties to the 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 the 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.

Z. **Default**. The parties agree that, if either party is in default of its obligations under the 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, the 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.

AA. **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 the Agreement.

BB. **Place of Performance**. All of SBBC's obligations under the terms of the Agreement are reasonably susceptible of being performed in Broward County, Florida and are payable and performable in Broward County, Florida.

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CC. **Governing Law and Venue**. The 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 the 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 the Agreement.

DD. **Entirety of Agreement.** The Agreement as modified and supplemented by the Master Addendum 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 the 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.

EE. **Binding Effect.** The Agreement is binding upon and inures to the benefit of the parties hereto and their respective successors and assigns.

FF. **Assignment.** Neither party may assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other party; provided, however, that either party may assign this Agreement in its entirety to its successor in interest in connection with a merger, acquisition, or sale of all or substantially all of its assets. No such assignment shall be effective unless and until (a) such successor explicitly agrees in writing to assume and be bound by all the terms and conditions of this Agreement, and (b) SBBC is provided with legal documentation demonstrating that the successor possesses the financial capability and operational capacity to fully perform all obligations under the Agreement. Notwithstanding the foregoing, there shall be no partial assignment of interests under the Agreement including, without limitation, the partial assignment of any right to receive payments from SBBC. Nothing in this section shall be construed to preclude SBBC's right to terminate the Agreement as provided herein.

GG. **Captions.** The captions, section designations, section numbers, article numbers, titles, and headings appearing in the 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 the Agreement, nor in any way affect the Agreement and shall not be construed to create a conflict with the provisions of the Agreement.

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HH. **Severability.** If any one or more of the sections, paragraphs, sentences, clauses, or provisions contained in the 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 the 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.

II. **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 the Agreement as modified and supplemented by this Master Addendum 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.

JJ. **Amendments.** No modification, amendment, or alteration in the terms or conditions contained in the Agreement is effective unless contained in a written document prepared with the same or similar formality as the Agreement and executed by each party hereto.

KK. **Waiver**. The parties agree that each requirement, duty and obligation set forth herein is substantial and important to the formation of the Agreement and, therefore, is a material term hereof. Any party's failure to enforce any provision of the Agreement is not a waiver of such provision or modification of the 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.

LL. **Force Majeure**. Neither party is obligated to perform any duty, requirement, or obligation under the 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.

MM. **Rights and Remedies**. Except as otherwise set forth herein, the duties and obligations imposed by the 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.

NN. **Survival**. All representations and warranties made herein, indemnification obligations, obligations to reimburse SBBC, obligations to maintain and allow inspection and audit of

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records and property, obligations to maintain the confidentiality of records, reporting requirements, and obligations to return public funds survive the termination of the Agreement.

OO. **Agreement Administration**. SBBC has delegated authority to the Superintendent of Schools or her/his designee to take any actions necessary to implement and administer the Agreement.

PP. **Counterparts and Multiple Originals**. The 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.

QQ. **Authority**. Each person signing the Agreement and Master Addendum on behalf of either party individually warrants that he or she has full legal power to execute the Agreement and Master Addendum 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 the Agreement as modified by this Master Addendum.

IN WITNESS WHEREOF, the parties hereto have made and executed this Master Addendum upon the date of the last signature below:

[THIS SPACE IS INTENTIONALLY 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:

V Balkanski Digitally signed by V Balkanski Date: 2026.09.22 10:52:09 -04'00'
_____
Office of the General Counsel

[THIS SPACE IS INTENTIONALLY BLANK; SIGNATURE PAGE FOLLOWS]

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FOR SMARTSHEET

(Corporate Seal)

SMARTSHEET INC.

Signature: Signed by: Justice Reid FC5B8B40DAA34FD...

Corporate Secretary Signature

Print Name: Justice Reid

Title: SVP, Sales

-OR-

Date: 9/18/2026

Signed by: Anna Henriksen 71B2B63B4C9F4FE...

Witness Signature

Anna Henriksen

Print Name

-AND-

Signed by: Megan M. Shaheen 6A5F1C59311D470...

Witness Signature

Megan M. Shaheen

Print Name

smartsheet

Order Q-6351390

Customer Contact Information

	Contact Name	Email	Phone
Contract Owner	Rhonda Weimann	rhonda.weimann@browardschools.com	754-321-0292
Billing Contacts	Technology Business Ops	technologybusinessops@browardschools.com	

Customer Address Information

	Ship To	Bill To
Street	The School Board of Broward County, Florida Acco, unting and Financial Reporting Department Attn: A	Attn: Accounts Payable, 600 S.E. 3rd Avenue, 7th Floor
City	Fort Lauderdale	Fort Lauderdale
State	Florida	Florida
Zip	33301	33301
Country	United States	United States

Subscription Details

Organization Name	Broward County Public Schools
Payment Terms	Net 30
Order Execution Date	
Subscription Action	Renewal in Accordance with the Existing Terms
System Administrator Email The System Administrator will have administrative control over this plan and cannot be a user associated with another Smartsheet plan.	mrosario@browardschools.com
Purchase Order Does your organization require a PO to process payment?	**PO Number** **PO Attachment**
Tax Identification Number (i.e. VAT ID Number, GST Number, etc)	

Smartsheet

Product	Region	Annual / Unit Price	Unit Quantity	Extended Price	Billing Frequency	Subscription Term	Total Price
Learning & Certification Pass	US	2,520.00	1	2,520.00	Annual	8/6/2026 to 8/5/2027 (12 Months)	2,520.00 USD
Enterprise Plan plus Premium Support Package - Paid User	US	540.00	50	27,000.00	Annual	8/6/2026 to 8/5/2027 (12 Months)	27,000.00 USD

Total	29,520.00 USD

Smartsheet will provision Subscription Services and issue an invoice for amounts due promptly after receipt of an executed Order. Subscription Term may be adjusted based on the actual provision date of the Subscription Service, which will be specified in your invoice with any corresponding prorated amounts due. This Order and any renewals are governed by, and hereby incorporate by reference, the Smartsheet User Agreement available at https://www.smartsheet.com/legal/user-agreement ("User Agreement"). By submitting this Order, you (i) acknowledge that you have read the User Agreement, understand it, and agree to be bound by it; and (ii) represent and warrant that you have the necessary authority to submit this Order on behalf of yourself or your company. Minimum differences in feature availability may exist between Regions, for details see https://help.smartsheet.com/regions-capability-differences

User Subscription is further subject to the Documentation found here: https://help.smartsheet.com/articles/2483258-user-subscription-model-documentation

As detailed in the article linked above, Customer may add Users during the Subscription Term for a period of provisional unpaid use. During designated reconciliation periods following the provisional use period, Customer may (i) add Users to a paid subscription or (ii) update those Users to an unpaid user type. At the end of each reconciliation period, Smartsheet will issue a true-up invoice for any Users added to a paid subscription.

ACCEPTED AND AGREED:

	SMARTSHEET INC.		Broward County Public Schools
By:	Justice Reid	By:	
Name:	Justice Reid	Name:	
Title:	SVP, NA Sales	Title:	
Date:	July 2, 2026	Date:	

BY ACCEPTING ELECTRONICALLY, OR ENTERING INTO AN ORDER THAT INCORPORATES, THIS USER AGREEMENT ("**Agreement**"), THE INDIVIDUAL OR LEGAL ENTITY ("**Customer**") AGREES THE TERMS AND CONDITIONS OF THIS AGREEMENT GOVERN CUSTOMER'S ACCESS TO AND USE OF SMARTSHEET INC. ("**Smartsheet**") SERVICES. THIS AGREEMENT IS EFFECTIVE AS OF THE DATE OF SUCH ACCEPTANCE OR EXECUTION ("**Effective Date**").

ANY INDIVIDUAL AGREEING TO BE BOUND BY THIS AGREEMENT ON BEHALF OF A LEGAL ENTITY REPRESENTS THAT SUCH INDIVIDUAL HAS THE AUTHORITY TO BIND SUCH ENTITY TO THE TERMS AND CONDITIONS OF THE AGREEMENT.

CUSTOMER WILL NOT ACCESS OR USE THE SERVICES WITHOUT PRIOR WRITTEN CONSENT FROM SMARTSHEET IF CUSTOMER IS, BECOMES, OR IS ACTING ON BEHALF OF A DIRECT COMPETITOR TO SMARTSHEET OR ITS AFFILIATES.

1. Access and Use.

1.1 Right to Access and Use. Subject to the terms and conditions of this Agreement and in consideration of the fees specified in any Order, Smartsheet hereby grants Customer a worldwide, non-exclusive, non-transferable right to access and use Smartsheet's Services, and any other Smartsheet Properties made available by Smartsheet to Customer for use with such Services, during the Term and for Customer's own business purposes. Users may exercise use and access rights granted to Customer under this Agreement.

1.2 Restrictions. Customer will access and use the Smartsheet Properties in compliance with this Agreement and applicable laws and regulations. Access to and use of Smartsheet Properties is subject to the applicable restrictions and limitations specified in an Order, Documentation, and Smartsheet's Policies published as of the Term's start date. Without limiting the foregoing, Customer will not: (a) commercially sell, resell, license, sublicense, distribute, or frame the Smartsheet Properties; or (b) use technology, processes, or other means to provide access to and use of Smartsheet Properties to more than one individual under a set of User login credentials. Customer will promptly notify Smartsheet of any known unauthorized access to or use of Smartsheet Properties. Customer is responsible for Users' access to and use of the Smartsheet Properties, including, but not limited to, requiring Users to provide human oversight prior to making resulting business decisions or relying on AI. Any restriction or limitation on, or representation or warranty regarding, Customer's access and use under this Agreement is deemed to apply to Users.

2. Processing of Customer Content.

2.1 Processing. Customer represents and warrants that it has all rights, permissions, and consents necessary to submit all Customer Content to the Services and grant Smartsheet the limited rights to process Customer Content as set forth herein. Customer hereby grants Smartsheet a worldwide, non-exclusive, non-transferable right to use and otherwise process Customer Content under this Agreement: (a) to provide, support, or optimize the Services; (b) as required by applicable law; (c) as requested by Customer in writing or as permitted by Customer via a Service's access controls; and (d) as necessary to prevent or address technical problems with the Services or violations of this Agreement. Smartsheet's right to process Customer Content will not excuse any obligation of Smartsheet relating to Customer Content under this Agreement, including Smartsheet's obligations of confidentiality under Section 5 and aggregation, deidentification, or anonymization under Section 11.13.

2.2 Security. Smartsheet has implemented and will maintain information security practices and safeguards as described in the *Security Practices* (available on the Site), which include physical, organizational, and technical measures designed to secure and preserve the integrity and confidentiality of the Services and Customer Content and to protect against information security threats. Smartsheet may update the *Security Practices* from time to time, on condition that the update does not materially reduce the overall level of security or commitments as described therein.

2.3 Privacy. Unless otherwise agreed by the parties in writing, the terms and conditions of the *Data Processing Addendum* (available on the Site, "**DPA**") published as of the Term's start date govern Smartsheet's processing of personal data contained within Customer Content.

2.4 Use of Third Parties. Smartsheet may engage third parties to act on Smartsheet's behalf in connection with Smartsheet's provision of the Services, on condition that: (a) such third parties are subject to applicable confidentiality, processing, and data security obligations that are substantially as protective as those set forth in this Agreement, and are prohibited from processing Customer Content to develop, improve, or train third party foundation models; and (b) Smartsheet is responsible for such third parties' acts and omissions in relation to Smartsheet's obligations under this Agreement. Unless otherwise agreed by the parties in writing, third parties engaged to process Customer Content on behalf of Smartsheet are identified on the *Smartsheet Subprocessors* page (available on the Site).

3. Intellectual Property and Proprietary Rights.

3.1 Smartsheet. As between the parties, all right, title, and interest in and to Smartsheet Properties and Smartsheet's Confidential Information is owned by Smartsheet notwithstanding any other provision of this Agreement. Except as expressly set forth in this Agreement, Smartsheet does not convey any right, title, or interest in or to Smartsheet Properties or Smartsheet's Confidential Information. Customer's selection of parameters, options, or configurations within the Online Services does not convey any right, title, or interest in or to Smartsheet Properties or Smartsheet's Confidential Information.

3.2 Customer. As between the parties, Customer retains all its right, title, and interest in and to Customer Content and Customer's Confidential Information, and all intellectual property and proprietary rights therein. Except as expressly set forth in this Agreement, Smartsheet acquires no right, title, or interest from Customer in or to Customer Content or Customer's Confidential Information.

4. Ancillary Services; Third Party Products.

4.1 Professional Services. Smartsheet and Customer may enter into an Order under this Agreement for the provision of Professional Services. Professional Services are separate from the Online Services even if purchased under the same Order.

4.2 Free Services. Smartsheet may make a Service available with a clear and conspicuous written notice specifying that the Service is provided free of charge, on a trial basis, or to be used at your own risk ("**Free Services**"). Notwithstanding any other provision of this Agreement: (a) Free Services are made available without any support, maintenance, warranty, commitment to availability, security, or accuracy; or other related obligation of any kind under this Agreement, unless otherwise required by applicable law; (b) Free Services may not include or permit access to all features and functionality available to paying customers; (c) Smartsheet may terminate the use of a Free Service at any time unless otherwise agreed by the parties in writing, and Smartsheet will not be liable for such termination; (d) data, information, and content submitted to a Free Service may be permanently lost, and Smartsheet will not be liable for such loss; and (e) if Customer has not provided a billing address to Smartsheet in connection with its access to and use of Free Services, Customer agrees to receive all written notices under this Agreement via email.

4.3 Interface. Any application programming interface, model context protocol, or other similar interface provided or controlled by Smartsheet and made available for use with an Online Service (each, an "Interface") is subject to the applicable restrictions and limitations specified in an Order, Documentation, and Smartsheet's Policies published as of the Term's start date. Unless Customer and Smartsheet have entered into Smartsheet's separate developer agreement and Smartsheet has provided Customer with an application ID for authentication purposes, Customer will not use or enable a third party to use any Interface to access Smartsheet assets or accounts not otherwise controlled by Customer.

4.4 Third Party Products. If Customer separately procures or Smartsheet resells to Customer any services, applications, or online content provided or controlled by a third party for use with the Services ("**Third Party Products**"), such use is subject to the end-user license or use agreement that Customer establishes with or accepts from the third party and any such resale payment owed to Smartsheet is subject to Section 9 (Commercial) of this Agreement. Smartsheet makes no representations or warranties regarding any Smartsheet Properties' compatibility or integration with a Third Party Product, including any updates thereto. Third Party Products are not Services and, as between the parties, Smartsheet has no liability with respect to Customer's procurement or use of Third Party Products.

5. Confidentiality.

5.1 Confidential Information. "**Confidential Information**" means all non-public, proprietary, business, technical, legal, or financial information disclosed or learned in connection with this Agreement that the Disclosing Party has identified as confidential at the time of disclosure or that, based on the nature of the information or circumstances surrounding its disclosure, the Receiving Party would clearly understand as confidential. Confidential Information of Smartsheet includes Smartsheet Properties and Confidential Information of Customer includes Customer Content. Notwithstanding the foregoing definition, Confidential Information does not include: (a) information that was generally known to the public at the time disclosed to the Receiving Party; (b) information that becomes generally known to the public (other than through a breach of Section 5 (Confidentiality) by the Receiving Party) after disclosure to the Receiving Party; (c) information that was in the Receiving Party's possession free of any obligation of confidentiality prior to disclosure by the Disclosing Party; (d) information that is rightfully received by the Receiving Party from a third party without any restriction on disclosure; or (e) information that was independently developed by the Receiving Party without reference to or use of Disclosing Party's Confidential Information. The disclosure of Confidential Information by the Disclosing Party to the Receiving Party does not grant or convey any right of ownership in or to such Confidential Information.

5.2 Obligations. The Receiving Party will: (a) not use the Disclosing Party's Confidential Information for any purpose except as expressly permitted under this Agreement; (b) not disclose, give access to, or distribute any of the Disclosing Party's Confidential Information to any third party, except to the extent expressly authorized in this Agreement or a separate written agreement signed by the Disclosing Party; and (c) take reasonable security precautions (which are at least as protective as the precautions it takes to preserve its own Confidential Information of a similar nature) to safeguard the Disclosing Party's Confidential Information. The Receiving Party will promptly notify the Disclosing Party in writing upon discovery of any unauthorized disclosure or use of the Disclosing Party's Confidential Information, or any other breach of Section 5, by it or its employees, directors, Affiliates, advisors, agents, contractors, and other representatives ("**Representatives**"). The Receiving Party's obligations set forth in Section 5 will remain in effect during the Term and for three (3) years after termination of this Agreement.

5.3 Permitted Disclosures. The Receiving Party may disclose Confidential Information to its Representatives who need to know such information to exercise the Receiving Party's respective rights and obligations hereunder, on condition that each such Representative is bound to protect the Confidential Information by confidentiality obligations substantially as protective as those set forth in this Agreement. The Receiving Party is responsible for its Representatives' disclosure or use of the Disclosing Party's Confidential Information in violation of Section 5 (Confidentiality). The Receiving Party may disclose Confidential Information to the extent required by law or legal process, on condition that the Receiving Party (unless prohibited by law or legal process): (a) gives the Disclosing Party prior written notice of such disclosure to afford the Disclosing Party a reasonable opportunity to appear, object, and obtain a protective order or other appropriate relief regarding such disclosure; (b) uses diligent efforts to limit disclosure to that which is legally required; and (c) reasonably cooperates with the Disclosing Party, at the Disclosing Party's expense, in its efforts to obtain a protective order or other legally available means of protection.

5.4 Return and Deletion. Upon written request by the Disclosing Party to return or delete Confidential Information, the Receiving Party will, without undue delay: (a) either return or, as appropriate, destroy all tangible documents and media in its possession or control that contain the Disclosing Party's Confidential Information; (b) delete electronically stored Confidential Information of the Disclosing Party in its possession or control; and (c) certify its compliance with this Section 5.4 in writing. Notwithstanding the foregoing: (x) the Receiving Party may retain Confidential Information of the Disclosing Party that is contained in an archived computer system backup made in accordance with the Receiving Party's legal and financial compliance obligations or security and disaster recovery procedures, on condition that such retained Confidential Information remains subject to Section 5 (Confidentiality); and (y) Smartsheet will return and delete Customer Content as set forth in Section 10.4 (Return and Deletion of Customer Content).

5.5 Remedies. The Receiving Party acknowledges that any actual or threatened breach of Section 5 (Confidentiality) may cause irreparable, non-monetary injury to the Disclosing Party, the extent of which may be difficult to ascertain. Accordingly, the Disclosing Party is entitled to (but not required to) seek injunctive relief to prevent or mitigate any breaches of Section 5 with respect to the Disclosing Party's Confidential Information or any damages that may otherwise result from those breaches.

6. Representations and Warranties.

6.1 Authority and Compliance Warranty. Smartsheet represents and warrants that it has the necessary authority to enter into this Agreement. Smartsheet represents and warrants that it will comply with United States laws and regulations: (a) to the extent such laws and regulations apply to Smartsheet's provision of the Services under this Agreement; and (b) without regard to Customer's particular use of the Services or the applicability of any laws or regulations specific to Customer or its industry.

6.2 Limited Warranty for Online Services. Smartsheet represents and warrants that the Online Services will operate during the applicable Term substantially as described in the applicable Documentation. Upon receipt of Customer's written notice of an alleged failure to comply with this warranty, Smartsheet will use commercially reasonable efforts to cure or correct the failure. If Smartsheet has not cured or corrected the failure within thirty (30) days following its receipt of such notice, then Customer may terminate the applicable Online Services and Smartsheet will issue a refund of prepaid fees covering the terminated portion of such Online Services. Notwithstanding the foregoing, this warranty will not apply to any failure due to a defect in or modification of an Online Service that is caused or made by Customer, any User, or any person acting at Customer's direction. This Section 6.2 sets forth Customer's exclusive rights and remedies and Smartsheet's sole liability in connection with this warranty.

6.3 Limited Warranty for Professional Services. Smartsheet represents and warrants that Professional Services will be provided in a competent and workmanlike manner in accordance with the applicable Order. Upon receipt of Customer's written notice of an alleged failure to comply with this warranty no later than thirty (30) days following the completion of Professional Services, Smartsheet will either: (a) use commercially reasonable efforts to cure or correct the failure; or (b)

terminate such Professional Services and issue a refund of prepaid fees covering the terminated portion of the Professional Services. This Section 6.3 sets forth Customer's exclusive rights and remedies and Smartsheet's sole liability in connection with this warranty.

6.4 Disclaimer. EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES EXPRESSLY STATED IN THIS AGREEMENT, SMARTSHEET MAKES NO REPRESENTATIONS AND DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, SMARTSHEET SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, COMPLIANCE WITH LAWS, NON-INFRINGEMENT, AND ACCURACY. SMARTSHEET DOES NOT WARRANT THAT THE SERVICES OR THIRD-PARTY PRODUCTS WILL BE ERROR-FREE OR OPERATE WITHOUT INTERRUPTIONS OR DOWNTIME, AND AI OUTPUTS OF THE ONLINE SERVICES ARE PROBABILISTIC, PROVIDED "AS-IS" WITHOUT WARRANTIES, AND DO NOT CONSTITUTE PROFESSIONAL ADVICE.

7. Third Party Claims.

7.1 By Smartsheet. Smartsheet will defend Customer and its respective officers, directors, and employees ("**Customer Parties**") from and against any claims, demands, proceedings, investigations, or suits brought by a third party alleging that Customer's use of the Services or Customizations in accordance with this Agreement infringes any third party intellectual property rights (each, a "**Claim Against Customer**"). Smartsheet will indemnify Customer Parties for any finally awarded damages or settlement amount approved by Smartsheet in writing to the extent arising from a Claim Against Customer, and any reasonable attorneys' fees of Customer associated with providing written notice of a Claim Against Customer to Smartsheet. Notwithstanding the foregoing, Smartsheet has no obligation or liability under this Section 7.1 to the extent any Claim Against Customer arises from: (a) Customer's use of the Services or Customizations in combination with technology or services not provided by Smartsheet if the Services or Customizations or use thereof would not infringe without such combination; (b) Customer Content; (c) Smartsheet's compliance with designs, specifications, or instructions provided in writing by Customer if such infringement would not have occurred but for such designs, specifications, or instructions; or (d) use of the Services or Customizations by Customer after notice by Smartsheet to discontinue use. If Customer is enjoined or otherwise prohibited from using any of the Services or Customizations or a portion thereof based on a Claim Against Customer, then Smartsheet will, at Smartsheet's sole expense and option, either: (x) obtain for Customer the right to use the allegedly infringing portions of the Service or Customizations; (y) modify the allegedly infringing portion of the Service or Customizations so as to render it non-infringing without substantially diminishing or impairing its functionality; or (z) replace the allegedly infringing portions of the Service or Customizations with non-infringing items of substantially similar functionality. If Smartsheet determines that the foregoing remedies are not commercially reasonable or possible, then Smartsheet will terminate the applicable Order and issue a refund of prepaid fees covering the terminated portion of the applicable Service.

7.2 By Customer. To the extent permitted by applicable law, Customer will defend Smartsheet and Smartsheet's Affiliates providing the Services, and their respective officers, directors, and employees ("**Smartsheet Parties**") from and against any claims, demands, proceedings, investigations, or suits brought by a third party arising out of Customer Content or Customer's use of Smartsheet Properties in violation of applicable law (each, a "**Claim Against Smartsheet**"). Customer will indemnify Smartsheet Parties for any finally awarded damages or settlement amount approved by Customer in writing to the extent arising from a Claim Against Smartsheet, and any reasonable attorneys' fees of Smartsheet associated with providing written notice of a Claim Against Smartsheet.

7.3 Conditions. A party's obligations to defend a Claim Against Customer or a Claim Against Smartsheet (each, a "**Claim**") and indemnify under Section 7 (Third Party Claims) are conditioned on the other party: (a) providing timely written notice of the Claim to the defending party; (b) giving the defending party the right to fully control the defense and settlement of the Claim provided, however, that any settlement unconditionally releases Customer Parties or Smartsheet Parties subject to the Claim of all liability and does not, without the other party's prior written consent, make any admissions on behalf of or include payment of any amounts by the other party; and (c) at the defending party's expense and request, cooperating as necessary to defend the Claim. Subject to the foregoing, the party seeking defense of a Claim may join in the defense at its sole expense with its own counsel. Section 7 sets forth the defending party's sole liability, and the other party's exclusive remedy, for any type of Claim described in Section 7.

8. Limitations of Liability.

TO THE EXTENT PERMITTED BY LAW, NEITHER PARTY WILL BE LIABLE FOR ANY LOST PROFITS, GOODWILL, OR REVENUES OR FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, INDIRECT, COVER, BUSINESS INTERRUPTION, OR PUNITIVE DAMAGES IN CONNECTION WITH ANY CLAIM OF ANY NATURE, WHETHER IN CONTRACT, TORT, OR UNDER ANY THEORY OF LIABILITY, ARISING UNDER THIS AGREEMENT, EVEN IF A PARTY

HAS BEEN GIVEN ADVANCE NOTICE OF SUCH POSSIBLE DAMAGES OR IF A PARTY'S REMEDY OTHERWISE FAILS OF ITS ESSENTIAL PURPOSE.

TO THE EXTENT PERMITTED BY LAW, EACH PARTY'S ENTIRE LIABILITY AND OBLIGATIONS UNDER THIS AGREEMENT WILL NOT EXCEED THE FEES PAID BY CUSTOMER TO SMARTSHEET UNDER THIS AGREEMENT FOR THE SERVICES GIVING RISE TO THE LIABILITY DURING THE TWELVE (12) MONTHS PRIOR TO THE DATE ON WHICH THE LIABILITY AROSE. THE EXISTENCE OF MORE THAN ONE CLAIM WILL NOT ENLARGE THIS LIMIT.

THE FOREGOING EXCLUSIONS AND LIMITS IN THIS SECTION 8 DO NOT APPLY TO LIABILITY OR OBLIGATIONS ARISING UNDER SECTIONS 1.2 (RESTRICTIONS) OR 7 (THIRD PARTY CLAIMS), INFRINGEMENT OR MISAPPROPRIATION BY A PARTY OF THE OTHER PARTY'S INTELLECTUAL PROPERTY RIGHTS, OR CUSTOMER'S OBLIGATION TO PAY FOR SERVICES OR TAXES UNDER THIS AGREEMENT.

9. Commercial.

9.1 Fees and Invoicing. All Orders are non-cancelable and Service fees are non-refundable except as specifically and explicitly set forth in this Agreement. Smartsheet will invoice subscription-based Online Service fees on an annual basis in advance. Online Service fees may also accrue based on provision of Users, consumption of credits, resolution of tasks, or other measured uses of the Online Services and will be invoiced according to the applicable Order and Documentation. Online Service fees for the entire Term of an Order are committed and outstanding until paid. Smartsheet will invoice Professional Service fees on a time and materials basis monthly in arrears or in advance as specified in an Order. Customer will reimburse Smartsheet for reasonable, out-of-pocket expenses incurred by Smartsheet while providing Professional Services in accordance with Smartsheet's Travel and Expense Policy. Invoice timing and frequency are administrative only and do not affect the existence, amount, or maturity of Customer's payment obligations. Except as prohibited by law, Smartsheet may charge Customer a late fee of one and one-half percent (1.5%) per month on past due amounts and a recovery fee equal to the total expense attributable to engaging a third party to collect such past due amounts.

9.2 Payment. Unless otherwise agreed by the parties in writing, all amounts due under this Agreement or an Order will be paid by Customer in United States dollars net thirty (30) days from the date of the invoice. Customer will remit payments by only electronic means (including by wire, ACH or, for amounts less than $25,000 USD, by credit card), with a notation to applicable invoice numbers. Customer will promptly notify Smartsheet in writing of any changes to its billing information. Smartsheet reserves the right to correct any billing errors or mistakes that Smartsheet identifies in an invoice or after a payment is received. Smartsheet may accept payment in any amount without prejudice to Smartsheet's right to recover the balance of the amount due under an Order or to pursue any other right or remedy. Amounts due to Smartsheet from Customer will not be withheld or offset against amounts due or alleged to be due to Customer from Smartsheet. If Customer requires a purchase order, vendor registration form, or other documentation, such requirement will in no way relieve or excuse Customer from timely paying any amounts due hereunder.

9.3 Pricing. Smartsheet may increase the price of a Service, including unit rates or other variable pricing metrics, for a Renewal Term by issuing written notice to Customer prior to the start date of such Renewal Term. If the number of units of a Service automatically renewing for the Renewal Term is equal to or greater than the total number of units purchased, provisioned, or otherwise used during the Term, then Smartsheet must provide the price increase notice at least forty-five (45) days prior to the start date of the Renewal Term. Credits and promotional or one-time pricing for the Term do not apply to the Renewal Term.

9.4 Taxes. Other than income taxes imposed on Smartsheet, Customer will bear all taxes, duties, VAT, and all other governmental charges (collectively, "**Taxes**") resulting from this Agreement. If Customer is exempt from any applicable Taxes, Customer will provide evidence reasonably satisfactory to Smartsheet of Customer's tax-exempt status and, after receipt of such evidence, Smartsheet will not charge Customer any Taxes from which it is exempt. If it is determined that payments due under this Agreement are subject to withholding Taxes, Customer will notify Smartsheet prior to deducting any such Taxes. Customer will: (a) only withhold amounts required under law; (b) make timely payment to the proper taxing authority of such withheld amount; and (c) provide Smartsheet with proof of such payment within thirty (30) days following that payment.

9.5 Affiliates. Smartsheet and Customer's Affiliates may enter into an Order for the purchase of Services under this Agreement. Each Order is a separate contract between Smartsheet and the Affiliate entering into such Order, and such Affiliate will be deemed "Customer" as used in this Agreement with respect to such Order.

9.6 Resellers. Certain Services may be available for purchase through a reseller authorized by Smartsheet ("**Reseller**"). Any agreement between Customer and Reseller is not binding on Smartsheet and will not modify any of the terms of this Agreement. Customer's access to and use of the Online Services purchased through a Reseller is subject to

Smartsheet's receipt of the fees under the Order between Reseller and Smartsheet that is applicable to Customer's purchase. Upon written notice, the billing of fees may be assigned to Smartsheet, such that Customer will pay Smartsheet directly.

10. Term and Termination.

10.1 Term. Until terminated as set forth herein, this Agreement will remain in effect as long as an Order is in effect and an Order will remain in effect for the Term of the Online Services or completion of the Professional Services under such Order. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN AN ORDER OR IF A PARTY PROVIDES THE OTHER PARTY WRITTEN NOTICE OF NON-RENEWAL AT LEAST THIRTY (30) DAYS PRIOR TO THE END DATE OF THE TERM, THE TOTAL NUMBER OF UNITS PURCHASED, PROVISIONED, OR OTHERWISE USED DURING THE TERM FOR EACH SUBSCRIPTION-BASED SERVICE WILL AUTOMATICALLY RENEW FOR SUCCESSIVE ONE (1) YEAR RENEWAL TERMS UNDER THIS AGREEMENT AND THE APPLICABLE ORDER. For the avoidance of doubt, any purchase or provision of non-subscription or one-time Services will not automatically renew.

10.2 Termination. Either party may terminate this Agreement in its entirety: (a) on thirty (30) days' prior written notice to the other party if at the time of such notice there are no Orders in effect; or (b) by written notice to the other party if the other party is in material breach of an obligation (except with respect to Professional Services) under this Agreement or an Order and does not cure such breach within thirty (30) days after receiving notice of the breach. Either party may terminate a Professional Service by written notice to the other party is in material breach of an obligation related to the Professional Services and does not cure such breach within thirty (30) days after receiving notice of the breach.

10.3 Effect of Termination. Upon termination of this Agreement for any reason: (a) all Services and Orders under this Agreement will terminate; and (b) all rights and obligations of the parties hereunder will cease, except as set forth in Section 10.6 (Survival). If Customer terminates this Agreement or a Service for Smartsheet's uncured breach pursuant to Section 10.2 (Termination), Smartsheet will issue a refund of prepaid fees covering the terminated portion of each Service's Term. If Smartsheet terminates this Agreement or a Service for Customer's uncured breach pursuant to Section 10.2, all committed and outstanding fees for each terminated Service's Term will accelerate and become immediately due and payable by Customer. Such accelerated fees reflect the consideration for committed-Term pricing and represent a reasonable approximation of Smartsheet's loss upon such termination. Professional Services specific to an Online Service will terminate upon the termination of such Online Service and Customer will pay for Professional Services rendered through, or payable as of, the effective date of such termination.

10.4 Return and Deletion of Customer Content. At any time during the Term, Customer may download a backup copy of Customer Content (with file attachments in their native formats and all other Customer Content in an industry standard export format) from an Online Service by using a self-service feature, or may request such backup copy by written notice to Smartsheet if such feature is not available. Upon Customer's written request at the time of termination or expiration of any Term, Customer will be permitted read-only access to an Online Service for thirty (30) days following such date of termination or expiration for the sole purpose of downloading a backup copy of Customer Content. Within one hundred eighty (180) days following termination or expiration of any Term, Smartsheet will delete and render Customer Content unrecoverable and, upon Customer's written request, certify such process in writing. Notwithstanding the foregoing, Smartsheet may retain copies of Customer Content as part of records, documents, or broader data sets in accordance with Smartsheet's legal and financial compliance obligations, on condition that Smartsheet continues to comply with all the requirements of the Agreement in relation to any such retained Customer Content.

10.5 Suspension. Smartsheet may suspend Customer's access to any Service immediately if: (a) Customer fails to make a payment for more than fifteen (15) days following its due date; or (b) Customer has, or Smartsheet reasonably suspects based on documented evidence that Customer has, breached Section 1.2 (Restrictions) or misappropriated or infringed Smartsheet's intellectual property or proprietary rights.

10.6 Survival. The following Sections will survive termination or expiration of this Agreement: 2.1 (Processing); 3 (Intellectual Property and Proprietary Rights); 4.2 (Free Services); 5 (Confidentiality); 7 (Third Party Claims); 8 (Limitations of Liability); 9 (Commercial); 10 (Term and Termination); and, to the extent necessary to effectuate the foregoing, 11 (General).

11. General.

11.1 Notices. Except for written notices expressly required by law or this Agreement to be sent via internationally recognized delivery service or certified United States mail ("**Certified Mail**"), all written notices may be sent electronically via email. Notices sent via email will be deemed given one (1) business day after being sent, and notices sent by Certified Mail will be deemed given five (5) business days after being sent. Notices must be addressed as follows: if to Smartsheet, Attn: Legal, 500 108th Ave NE, Suite 200, Bellevue, WA 98004, and legal@smartsheet.com; and, if to Customer, Attn:

Legal at the billing address on record with Smartsheet that was provided by Customer, and Customer's then-current SysAdmin(s) email address. Customer may request to receive notification of material changes to this Agreement and the Policies, Security Practices, and Privacy Notice via www.smartsheet.com/notification-requests.

11.2 Assignment. Either party may assign this Agreement and any Orders in connection with a merger or similar transaction or to a company acquiring substantially all its assets, equity, or business, without any requirement to obtain permission for such assignment; otherwise, neither party may assign this Agreement or any Orders to a third party without the advance written consent of the other party. Subject to the foregoing and notwithstanding any prohibitions on transferability under this Agreement, the assigning party will notice the other party of any permitted assignment of this Agreement and any Orders will bind and inure to the benefit of the parties, their successors, and their permitted assigns.

11.3 Force Majeure. A party is not liable for delay or default under this Agreement if such delay or default is caused by conditions beyond its reasonable control and the party suffering from any such conditions uses reasonable efforts to mitigate against the effects of such conditions.

11.4 Amendment; Waiver. Unless otherwise expressly stated herein, this Agreement and any Orders may be modified only by a written agreement executed by an authorized representative of each party. The waiver of any breach of this Agreement or of any Order will be effective only if in writing, and no such waiver will operate or be construed as a waiver of any subsequent breach.

11.5 Enforceability. If any provision of this Agreement or any Order is held to be unenforceable, then that provision is to be construed either by modifying it to the minimum extent necessary to make it enforceable (if permitted by law) or disregarding it (if not permitted by law), and the rest of this Agreement or the relevant Order is to remain in effect as written. Notwithstanding the foregoing, if modifying or disregarding the unenforceable provision would result in failure of an essential purpose of this Agreement or any Order, the entire Agreement or the relevant Order will be considered null and void.

11.6 Governing Law. This Agreement and any Orders are governed by the laws of the State of Washington, without regard to its conflicts of law rules, and each party hereby consents to exclusive jurisdiction and venue in the state and federal courts located in Seattle, Washington, for any dispute arising out of this Agreement or any Orders.

11.7 Entire Agreement; Conflict. This Agreement and any Orders represent the entire agreement between Smartsheet and Customer with respect to the Services. In the event of any conflict between this Agreement and any Order, this Agreement will govern and control unless the Order expressly and specifically overrides terms or conditions of this Agreement. Provisions of the *Smartsheet Supplement* (available on the Site) may apply and supplement or amend the terms or conditions of this Agreement based on Customer's regional location, entity type, or use of certain Online Services. Downloadable Smartsheet software expressly governed by a separate end-user license agreement presented at the time of download or use is not governed by this Agreement. With respect to any Services, terms and conditions included in the following items, whether submitted or executed before or after the Term start date, are null and void: (a) a Customer purchase order or similar document; (b) a Customer vendor registration form or online portal; and (c) any other contemporaneous or prior agreements or commitments regarding the Services or the other subject matter of this Agreement. Any non-English translation of this Agreement is provided for convenience only and in the event of any ambiguity or conflict between translations, the English version is authoritative and controls.

11.8 United States Government Rights. The Services provided by Smartsheet are "commercial items" consisting in part of "commercial computer software" and "computer software documentation," as such terms are used in the Federal Acquisition Regulation (FAR) and the Defense Federal Acquisition Regulation Supplement (DFARS). In accordance with FAR 12.211 (Technical data) and FAR 12.212 (Computer software), and DFARS 227.7102 (Commercial items, components, or processes) and DFARS 227.7202 (Commercial computer software and commercial computer software documentation), as applicable, the rights of the United States government to use, modify, reproduce, release, perform, display, or disclose computer software, computer software documentation, and technical data furnished in connection with the Services will be pursuant to the terms of this Agreement. This United States government rights clause is in lieu of, and supersedes, any other FAR, DFARS, or other clause or provision that addresses government rights in computer software, computer software documentation, or technical data.

11.9 Export and Sanctions Compliance. Each party will comply with applicable export control, re-export, and economic sanctions laws (collectively, "**Trade Regulations**"). Without limiting the foregoing: (a) Customer acknowledges that the Services, Documentation, and Customizations may be subject to Trade Regulations and is responsible for complying with Trade Regulations impacting Customer's right to access or use the same; (b) Customer will not access or use any Service, Documentation, or Customization in sanctioned or embargoed regions or for any prohibited end uses, including but not limited to nuclear, chemical, or biological weapons; and (c) Customer represents it is not a sanctioned or restricted party.

11.10 Insurance. Smartsheet will procure and maintain at its expense commercially reasonable insurance coverage during the Term, evidenced by Smartsheet's certificate of insurance (available on the Site).

11.11 Publicity. Unless Customer has notified Smartsheet to the contrary in writing, Smartsheet may disclose Customer as a customer of Smartsheet, or the named Services used by Customer or may use Customer's name and logo on the Site or in Smartsheet's promotional materials.

11.12 Feedback. Customer grants Smartsheet a worldwide, irrevocable, perpetual, sublicensable, transferable, non-exclusive license to use and incorporate into Smartsheet's products and services any feedback or suggestions that Customer or a User provides to Smartsheet ("**Feedback**") without any obligation of compensation. Smartsheet acknowledges that Feedback is provided "as-is" and without representations or warranties, either express or implied, including but not limited to any warranties of merchantability or fitness for a particular purpose.

11.13 System Data and Account Information. Notwithstanding any other provision of this Agreement, System Data and Account Information are processed by Smartsheet as data controller and are not Customer Content. Smartsheet may use System Data or Account Information for any lawful business purpose, including but not limited to developing, improving, training, operating, and commercializing Smartsheet's Services offered to other customers. Before any System Data generated or created from the processing of Customer Content is used for any purpose, Smartsheet will ensure such System Data has been aggregated, de-identified, or anonymized such that it does not identify Customer, any individual User, or any Customer-specific information, and cannot reasonably be used to re-identify any of the foregoing. Smartsheet will not attempt to re-identify Customer or any individual from System Data. In accordance with applicable data protection laws, Smartsheet will notify individual Users of its publicly posted Privacy Notice (available on the Site) and will process personal data collected by Smartsheet (including personal data contained within System Data and Account Information) as a data controller pursuant to the Privacy Notice.

11.14 Revisions. Smartsheet reserves the right to revise this Agreement during the Term by publishing a revised version on the Site ("**Updated Agreement**"). After the date of publication, Customer's continued use of the Services will constitute acceptance of the Updated Agreement unless Customer provides written notice to Smartsheet of Customer's objection to the Updated Agreement within five (5) days of such publication date, in which case the Updated Agreement will apply at the start of the Renewal Term.

12. Definitions. Capitalized terms used but not otherwise defined in this Agreement have the following meanings:

"**Affiliate**" means any person or entity that owns or controls, is owned or controlled by, or is under common control or ownership with, a party to this Agreement, where "control" is defined as the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of an entity, whether through ownership of voting securities, by contract, or otherwise.

"**Account Information**" means payment, billing, profile, or other Smartsheet account information.

"**Customer Content**" means any data, images, files, or other content that is input to or ingested by the Online Services by Users or on Customer's behalf from a Third Party Product, and the corresponding content that is output and viewable by Users within such Services.

"**Customizations**" means all technology, code, materials, ideas, deliverables, and items that are conceived, made, discovered, written, learned, or created by Smartsheet personnel in connection with Professional Services.

"**Disclosing Party**" means the party disclosing Confidential Information to the Receiving Party.

"**Documentation**" means documentation provided by Smartsheet on the Site that is uniformly available and applicable to all Smartsheet customers and relates to the then-current operation and use of the Services, including help articles, product manuals, operating instructions, and release notes, each as updated by Smartsheet from time to time.

"**Online Services**" means the online services, applications, and capabilities (including but not limited to agentic, machine learning, predictive analytics or other artificial intelligence (collectively, "**AI**") that are provisioned or controlled by Smartsheet, and any configuration, orchestration, workflow, framework, mapping or integration of the same.

"**Order**" means a mutually executed ordering document or SOW between Smartsheet and Customer, or online order placed by Customer and issued or otherwise approved in writing by Smartsheet, that incorporates this Agreement by reference and specifies the Services that Customer is authorized to access and use and their cost.

"**Policies**" means the *Limits Policy*, *Acceptable Use Policy*, *Support Policy*, and *Travel and Expense Policy* available on the Site and as updated by Smartsheet from time to time.

"**Professional Services**" means implementation, configuration, integration, training, advisory, and other professional services related to Online Services that are provided or controlled by Smartsheet.

"**Receiving Party**" means the party receiving or accessing Confidential Information of the Disclosing Party.

"**Renewal Term**" means the period of authorized access and use that immediately follows the Term for a Service.

"**Services**" means the Professional Services and the Online Services.

"**Site**" means Smartsheet's website at www.smartsheet.com and any website linked from such website that is owned or controlled by Smartsheet, including but not limited to www.smartsheet.com/legal and help.smartsheet.com.

"**Smartsheet Properties**" means Services, Documentation, Customizations, and System Data, and all underlying technology, code, data, improvements, and documentation, and all intellectual property and proprietary rights in and to the foregoing.

"**SOW**" means an executed statement of work or similar document issued or otherwise approved in writing by Smartsheet that incorporates this Agreement by reference and specifies the scope of the Professional Services for Customer.

"**SysAdmin**" means a User designated by Customer with administrative rights within and control over Customer's Online Services.

"**System Data**" means technical, statistical, learned, pattern-based, usage, or other system data, and any configuration, orchestration, workflow, framework, mapping or integration of the same, however generated or created by use or performance of the Services.

"**Term**" means the then-current period of authorized access and use of a Service specified on an Order or under this Agreement.

"**User**" means any individual permitted or invited by Customer or another User to access and use Online Services available to Customer under an Order and the terms of this Agreement.

Last Updated: April 3, 2026

Service Level Agreement

User Agreement
Security Practices
Supplement
Service Level Agreement

This Service Level Agreement ("**SLA**") is offered to all Smartsheet Customers that purchase Covered Services (as defined below). For the avoidance of doubt, Customer's access and use of a Covered Service will provide Customer the benefits and rights under this SLA at any time during the applicable Term (as defined below). Smartsheet reserves the right to revise this SLA by posting a revised version at this web address, which will be effective on the start date of a Covered Service's renewal Term.

1. Service Level Definitions.

"**Available**" means the Covered Service can be accessed by Customer's credentialed users.

"**Availability**" means the percentage resulting from the following expression: the number of minutes in a calendar month minus the number of minutes the Covered Service is not Available in such month excluding Excused Downtime, divided by the number of minutes in such month.

"**Covered Service**" means, as specified on a Status Page, the "Core Application" of a commercial instance of Smartsheet's subscription-based online service provisioned or controlled by Smartsheet and purchased by Customer as an Enterprise plan.

"**Excused Downtime**" means the minutes in a calendar month the Covered Service is not Available due to: (a) Service Modifications of up to one hour; and (b) circumstances beyond Smartsheet's reasonable control (e.g., force majeure events, general Internet outages, third party or Customer controlled service or infrastructure failures and delays, network intrusions, denial-of-service, or other similar attacks or interference by anyone other than Smartsheet or its agents).

"**Monthly Subscription Fees**" means the amount resulting from the following expression: the number of days in a calendar month falling under the Covered Service's Term divided by the number of days of such Term, multiplied by such Covered Service's fees for such Term.

"**Service Modifications**" means any necessary or required maintenance, repairs, updates, or other modifications to the Covered Service, and the systems, networks, and infrastructure used by Smartsheet to operate and provide the Covered Service.

"**Status Page**" means, as applicable, the status website at status.smartsheet.com, status.smartsheet.eu, or status.brandfolder.com.

"**Term**" means the period of authorized access and use of the Covered Service as set forth in an executed ordering document or online order issued or otherwise approved in writing by Smartsheet.

2. Monitoring. Smartsheet will continuously log, monitor, and keep system records of the Covered Service's accessibility on a minute basis and will make commercially reasonable efforts to communicate outages and events impacting accessibility on the Status Page.

3. Service Modification Notice. Smartsheet will provide Customer with in-app or email notice at least two business days prior to a planned Service Modification if: (a) Smartsheet believes that the Service Modification will materially impact the

during the Term (each an "**Availability Event**"), Customer will be entitled to request a credit to be applied against the fees for the next renewal Term of the Covered Service ("**Fee Credit**") by submitting notice to Smartsheet via the Smartsheet SLA Fee Credit Request form (https://app.smartsheet.com/b/form/679d05c12b0449c786f384707e366c35). Such notice must contain all the information required by such form and must be sent within 30 days following the end of the calendar month in which the Availability Event occurred for Customer to be eligible to receive a Fee Credit. Smartsheet will validate Availability Events against Smartsheet's system records and will determine Fee Credits in accordance with the following table:

Availability (per calendar month)	Fee Credit (percentage of Monthly Subscription Fees for the calendar month subject to the Availability Event)
≥ 99.9%	no credit
< 99.9% through ≥ 99.0%	10%
< 99.0% through ≥ 95.0%	25%
< 95.0%	50%

5. Sole Remedy. Fee Credits represent Customer's sole remedy, and Smartsheet's sole liability, under this SLA for any Availability issues Customer may experience with respect to the Covered Service. If Customer requests or receives relief or remedy from Smartsheet independent from this SLA with respect to an Availability issue, Customer will not be entitled to request or receive Fee Credits under this SLA with respect to such Availability issue.

Last Updated: July 1, 2022

Archived versions

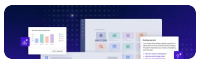
These are the legacy versions of the Smartsheet Service Level Agreement and are provided for informational purposes only.

Solutions
Features
Integrations
Pricing & plans
Advanced Work Management
Professional services
Trust Center
Template Gallery
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Product insights
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Security Practices

User Agreement
Security Practices
Supplement
Service Level Agreement

At Smartsheet, we understand that you need to know how your data is protected and secured when using our online Services. These Smartsheet Security Practices describe the practices and safeguards, which include physical, organizational, and technical measures, utilized by Smartsheet that are designed to preserve the security, integrity, and confidentiality of the online Services and Customer Content to protect against information security threats.

1. General.

1.1 Information Security Program. Smartsheet shall maintain a comprehensive written information security program, including policies, standards, procedures, and related documents that establish criteria, means, methods, and measures governing the Processing and security of Customer Content and the Smartsheet systems or networks used to Process or secure Customer Content ("**Smartsheet Information Systems**") in connection with providing the Services under the Agreement and Supplement.

1.2 Confidentiality; Training. Smartsheet will ensure that Smartsheet Personnel: (a) are bound by confidentiality obligations with respect to Customer Content substantially as protective as those set forth in the Agreement; and (b) are subject to appropriate training relating to the Processing of Customer Content.

1.3 Definitions.

1.3.1 "**Agreement**" means the agreement that governs Customer's access to and use of the online Services.

1.3.2 "**Customer**" means the individual or entity that executes or accepts an Order or registers for free trial access to and use of a Service and has entered into an Agreement.

1.3.3 "**Customer Content**" means any data, file attachments, text, images, reports, personal information, or other content that is uploaded or submitted to an online Service by Customer or Users and is Processed by Smartsheet on behalf of Customer.

1.3.4 "**Process**" means any operation or set of operations performed upon Customer Content, whether or not by automated means, such as collection, recording, organization, structuring, storage, adaptation, alteration, retrieval, consultation, use, alignment, combination, restriction, erasure, destruction or disclosure by transmission, dissemination or otherwise making available.

1.3.5 "**Security Breach**" means a breach of security resulting in the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to Customer Content.

1.3.6 "**Services**" means the Subscription Services and any other online service or application provided or controlled by Smartsheet for use with the Subscription Services.

1.3.7 "**Smartsheet Personnel**" means any individual authorized by Smartsheet to Process Customer Content.

1.3.9 "**Supplement**" means those criteria, means, methods, and measures, and terms and conditions applicable to certain products and services of Smartsheet or customer types available at www.smartsheet.com/legal/agreement-supplement (/legal/agreement-supplement).

1.3.10 "**User**" means any individual authorized or invited by Customer or another User to access and use the online Services under the terms of the Agreement.

2. Security Controls. In accordance with its information security program, Smartsheet shall implement appropriate physical, organizational, and technical controls designed to: (a) ensure the security, integrity, and confidentiality of Customer Content Processed by Smartsheet; and (b) protect Customer Content from known or reasonably anticipated threats or hazards, including to its security, integrity, accidental loss, alteration, disclosure, and other unlawful forms of Processing. Without limiting the foregoing, Smartsheet will, as appropriate, utilize the following controls:

2.1 Firewalls. Smartsheet will install and maintain firewall(s) to protect data accessible via the Internet.

2.2 Updates. Smartsheet will maintain programs and routines to keep the Smartsheet Information Systems up to date with the latest upgrades, updates, bug fixes, new versions, and other modifications.

2.3 Anti-malware. Smartsheet will deploy and use anti-malware software and will keep the anti-malware software up to date. Smartsheet will use such software to mitigate threats from all viruses, spyware, and other malicious code that are or should reasonably be detected.

2.4 Testing. Smartsheet will regularly test its security systems, processes, and controls to ensure they meet the requirements of these Security Practices.

2.5 Access Controls. Smartsheet will secure Customer Content processed by Smartsheet Information Systems by complying with the following:

2.5.1 Smartsheet will assign a unique ID to Smartsheet Personnel with access to Smartsheet Information Systems.

2.5.2 Smartsheet will restrict access to Smartsheet Information Systems to only Smartsheet Personnel necessary to perform a specified obligation as permitted by the Agreement.

2.5.3 Smartsheet will regularly review (at a minimum once every ninety (90) days) the list of Smartsheet Personnel and services with access to Smartsheet Information Systems and remove accounts that no longer require access.

2.5.4 Smartsheet will not use manufacturer supplied defaults for system passwords on any operating systems, software, or Smartsheet Information Systems, will mandate the use of system-enforced "strong passwords" in accordance with or exceeding the best practices (described below), and will require that all passwords and access credentials be kept confidential and not shared among Smartsheet Personnel.

2.5.5 At a minimum, Smartsheet production passwords will: (i) contain at least eight (8) characters; (ii) not match previous passwords, the user's login, or common name; (iii) be changed whenever an account compromise is suspected or assumed; and (iv) be regularly replaced.

2.5.6 Smartsheet will enforce account lockout by disabling accounts Processing Customer Content when an account exceeds a designated number of incorrect password attempts in a certain period.

2.5.7 Smartsheet will maintain log data for all use of accounts or credentials by Smartsheet Personnel for access to Smartsheet Information Systems and will regularly review access logs for signs of malicious behavior or unauthorized access.

2.6 Policies. Smartsheet will maintain and enforce appropriate information security, confidentiality, and acceptable use policies for Smartsheet Personnel that meet the standards set forth in these Security Practices, including methods to detect and log policy violations.

2.7 Development. Development and testing environments will be separate from Smartsheet Information Systems.

2.8 Deletion. Smartsheet will utilize procedures that are at a minimum in accordance with National Institute of Standards and Technology (NIST) SP 800-88 Revision 1 recommendations (or a successor standard widely used in the industry) to render Customer Content unrecoverable prior to disposal of media.

2.9 Encryption. Smartsheet will utilize cryptographic standards mandating authorized algorithms, key length requirements, and key management processes that are consistent with or exceed then-current industry standards, including NIST recommendations, and utilize hardening and configuration requirements consistent in approach with then-current

2.10 Remote Access. Smartsheet will ensure that any access from outside of its protected corporate or production environments to Smartsheet Information Systems or to Smartsheet's corporate or development workstation networks will require appropriate connection controls, such as VPN or multi-factor authentication.

3. Use of Third Parties.

3.1 General. Third parties engaged by Smartsheet in accordance with the Agreement will maintain (at a minimum) substantially similar levels of security as applicable and required by these Security Practices.

3.2 Data Hosting. Smartsheet will ensure that any third party hosting provider ("**Infrastructure-as-a-Service**" or "**IaaS**") utilized by Smartsheet to Process Customer Content meet the following requirements:

3.2.1 *Base Requirements.* At a minimum Smartsheet will ensure IaaS providers: (a) maintain adequate physical security and access controls as set forth in Section 2.5 of these Security Practices; (b) use professional HVAC & environmental controls; (c) utilize professional network/cabling environment; (d) use professional fire detection/suppression capability; and (e) maintain a comprehensive business continuity plan.

3.2.2 *Annual Audit; Assessment.* Conduct annual independent risk assessments and audits. Such assessments and audit reports will be provided to Smartsheet and, if required by law, made available to Customer, provided Smartsheet may remove all commercial and confidential information or terms unrelated to the security practices of the IaaS. In addition, Smartsheet shall conduct annual reviews and assessments of any critical IaaS to validate the security measures at a minimum meet the requirements of these Security Practices.

3.2.3 *Enhanced Requirements.* Possess requirements and capabilities of a highly-available, redundant ("N+1") data center, where multiple components each give at least one independent backup component to ensure that system functionality continues at acceptable performance levels in the event of a system failure.

4. System Availability. Smartsheet will maintain (or, with respect to systems controlled by third parties, ensure that such third parties maintain) a disaster recovery ("**DR**") program designed to recover the Subscription Service's availability following a disaster. At a minimum, such DR program will include the following elements: (a) routine validation of procedures to regularly and programmatically create retention copies of Customer Content for the purpose of recovering lost or corrupted data; (b) inventories, updated at minimum annually, that list all critical Smartsheet Information Systems; (c) annual review and update of the DR program; and (d) annual testing of the DR program designed to validate the DR procedures and recoverability of the service detailed therein.

5. Security Breach.

5.1 Procedure.

5.1.1 Smartsheet will notify Customer in writing without undue delay upon Smartsheet becoming aware of confirmed Security Breach.

5.1.2 Smartsheet will investigate and, as necessary, mitigate or remediate a Security Breach in accordance with Smartsheet's security incident policies and procedures ("**Breach Management**").

5.1.3 Subject to Smartsheet's legal obligations, Smartsheet will provide Customer with information available to Smartsheet as a result of its Breach Management, including the nature of the incident, specific information disclosed (if known), and any relevant mitigation efforts or remediation measures ("**Breach Information**"), for Customer to comply with its obligation under applicable laws as a result of a Security Breach.

5.1.4 If Customer requires information relating to a Security Breach in additional to the Incident Information, at Customer's sole expense and written request and to the extent Customer is unable to access the additional information on its own, Smartsheet will reasonably cooperate with Customer as requested by Customer to attempt to collect and provide such additional information.

5.2 Unsuccessful Attempts. An unsuccessful attack or intrusion is not a Security Breach subject to this Section 5. An "unsuccessful attack or intrusion" is one that does not result in unauthorized or unlawful access to Customer Content and may include, without limitation, pings and other broadcast attacks on firewalls or edge servers, port scans, unsuccessful log-on attempts, denial of service attacks, packet sniffing (or other unauthorized access to traffic data that does not result in access beyond IP addresses or TCP/UDP headers), or similar incidents.

5.4 Notifications. Notification(s) of Security Breach, if any, will be delivered to one or more of Customer's SysAdmin users by any reasonable means Smartsheet selects, including email. Customer is solely responsible for maintaining accurate contact information in the online Service at all times.

5.5 Disclaimer. Smartsheet's obligation to report or respond to a Security Breach under this Section 5 is not an acknowledgement by Smartsheet of any fault or liability of Smartsheet with respect to the Security Breach.

6. Auditing and Reporting.

6.1 Monitoring. Smartsheet monitors the effectiveness of its information security program on an ongoing basis by conducting various audits, risk assessments, and other monitoring activities to ensure the effectiveness of its security measures and controls.

6.2 Audit Reports. Smartsheet uses external auditors to verify the adequacy of its security measures and controls for certain Services, including the Subscription Services. The resulting audit will: (a) include testing of the entire measurement period since the previous measurement period ended; (b) be performed according to AICPA SOC2 standards or such other alternative standards that are substantially equivalent to AICPA SOC2; (c) be performed by independent third party security professionals at Smartsheet's selection and expense; and (d) result in the generation of a SOC2 report ("**Audit Report**"), which will be Smartsheet's Confidential Information. The Audit Report will be made available to Customer upon written request no more than annually, subject to the confidentiality obligations of the Agreement or a mutually-agreed non-disclosure agreement. For the avoidance of doubt, each Audit Report will only discuss Services in existence at the time the Audit Report was issued; subsequently released Services, if within the scope of the Audit Report, will be in the next annual iteration of the Audit Report.

6.3 Penetration Testing. Smartsheet uses external security experts to conduct penetration testing of certain online Services, including the Subscription Services. Such testing will: (a) be performed at least annually; (b) be performed by independent third party security professionals at Smartsheet's selection and expense; and (c) result in the generation of a penetration test report ("**Pen Test Report**"), which will be Smartsheet's Confidential Information. Pen Test Reports will be made available to Customer upon written request no more than annually subject to the confidentiality obligations of the Agreement or a mutually-agreed non-disclosure agreement.

6.4 Customer Audit. If Customer legally requires information for its compliance with applicable laws in addition to the Audit and Pen Test Reports, at Customer's sole expense and written request and to the extent Customer is unable to access the additional information on its own, Smartsheet will allow for and cooperate with a Customer mandated audit by a third party auditor in relation to Smartsheet's Processing of Customer Content ("**Customer Audit**"), provided that:

6.4.1. Customer provides Smartsheet reasonable advance notice including the identity of the auditor and the anticipated date and scope of the Customer Audit;

6.4.2 Smartsheet approves the auditor by notice to Customer, with such approval not to be unreasonably withheld;

6.4.3 Customer and the auditor act to avoid causing any damage, injury, or disruption to Smartsheet's premises, equipment, or business in the course of such Customer Audit; and

6.4.4. Customer initiates only one Customer Audit in any calendar year unless otherwise required by law enforcement.

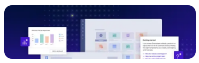
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Smartsheet Supplement

User Agreement

Security Practices

Supplement

Customer: U.S. Government Entities

Customer: Non-Government Entity Using Smartsheet Gov

Customer: Educational Institutions

Service: Event Reporting

Service: Learning Services

Service: Bridge by Smartsheet

Region: Japan

Service Level Agreement

The terms and conditions of this Smartsheet Supplement ("**Supplement**") supplement and amend the agreement between Smartsheet Inc. ("**Smartsheet**") and Customer that governs Customer's access to and use of Smartsheet Services (the "**Agreement**") if and only if **Customer**, Customer's **Service**, or Customer's **Region** qualifies under applicability provisions of the sections below and the Agreement or an Order incorporates this Supplement by reference. If there is any conflict between this Supplement and the Agreement, the applicable terms in this Supplement will prevail. Capitalized terms not defined in this Supplement have the meanings set forth in the Agreement.

For purposes of this Supplement, "**U.S. Government Entity**" means a federal agency, federally funded agency, state, or local or tribal government entity in the United States. Nothing in this Supplement is intended to qualify Smartsheet as a government contractor or subcontractor for any federal, state, local, or foreign government.

Smartsheet reserves the right to revise this Supplement by posting a revised version on the Site, which will be effective upon Customer's renewal of any Services or purchase of additional Services via an Order. For the avoidance of doubt, continued access to and use of the Services after the effective date of any such revision will constitute Customer's acceptance of the revised Supplement.

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1. **Customer: U.S. Government Entities.**

1.1 Applicability. The provisions in this Section 1 of this Supplement apply to a Customer that is a U.S. Government Entity ("**Government Customer**").

1.2 Governing Law. If required by the laws governing the establishment of the Government Customer ("**Customer Jurisdictional Laws**"), the Agreement and this Supplement will be governed by the Customer Jurisdictional Laws, without regard to conflict of law rules.

1.3 Customer Users. "**Customer**" within the Agreement shall mean the Government Customer entity itself and shall not apply to or bind any individual User. Smartsheet will look solely to Government Customer to enforce the Agreement and this Supplement in the event of any violation or breach of the Agreement or this Supplement by such User, subject to applicable laws.

1.4 Liability. Liability for any breach of the Agreement or this Supplement or any claim arising from the Agreement or this Supplement will be limited pursuant to the terms of the Agreement as determined under the Federal Tort Claims Act and the Contracts Disputes Act or other applicable law.

1.5 Indemnification. Any provisions in the Agreement related to Government Customer's indemnification obligations are hereby waived and shall not apply, except to the extent allowed by applicable law.

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2. Customer: Non-Government Entity Using Smartsheet Gov.

2.1 Applicability. The provisions of this Section 2 of this Supplement apply to a Customer that is not a U.S. Government Entity ("**Non-Government Customer**") accessing and using the Smartsheet Gov cloud service provisioned according to certain Federal Risk and Authorization Management Program security control baselines ("**FedRAMP Controls**") at https://app.smartsheetgov.com ("**Smartsheet Gov**").

2.2 Service References. Any reference to the "Subscription Service" in the Agreement will be deemed to refer to Smartsheet Gov.

2.3 FedRAMP Controls. Smartsheet will meet its reported FedRAMP Controls notwithstanding any security controls described in the Agreement.

2.4 U.S. Person. Non-Government Customer represents and warrants that Non-Government Customer is a person who is a citizen of or lawful permanent resident in the United States, or a corporation, partnership, or other organization organized under the laws of the United States.

2.5 Processing Government Data. Non-Government Customer will process Customer Content in Smartsheet Gov on behalf of a U.S. Government Entity ("**Government Content**") in compliance with all applicable laws, statutes, regulations, and such U.S. Government Entity's policies and instructions.

2.6 Security Incident. If requested by Smartsheet to fulfill Security Incident obligations, Non-Government Customer will provide Smartsheet with the identity and contact information of each U.S. Government Entity for which it processes Government Content.

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3. Customer: Educational Institutions.

3.1 Applicability. The provisions in this Section 3 of this Supplement apply to a Customer that is an educational agency or institution that receives funds under an applicable program of the United States Department of Education (**"Education Customer**").

3.2 FERPA. For the purposes of the Family Educational Rights and Privacy Act ("**FERPA**"), Smartsheet is a "school official" with a "legitimate educational interests," as those terms have been defined under FERPA and its associated implementing regulations. Smartsheet agrees to abide by the limitations and requirements imposed by 34 CFR 99.33(a) on school officials. Education Customer understands that it has control over and responsibility for education records uploaded or submitted to the Services. Education Customer is responsible for obtaining any parental consent required by applicable law for any User's access or use of the Services granted by the Education Customer to User or other third parties. Education Customer acknowledges its responsibility to convey notification, on behalf of Smartsheet, to students (or, with respect to a student under eighteen (18) years of age and not in attendance at a postsecondary institution, to the student's parent) of any judicial order or subpoena requiring the disclosure of education records within the Services as may be required under applicable law.

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4. Service: Event Reporting.

4.1 Applicability. The provisions in this Section 4 of this Supplement apply to a Customer accessing or using Event Reporting.

4.2 Definitions.

4.2.1 "**Data Protection Laws**" means to the extent applicable, the data protection or privacy laws of any country, including but not limited to the General Data Protection Regulation 2016/679 ("**GDPR**") and California Consumer Privacy Act of 2018 ("**CCPA**").

4.2.2 "**Data Controller**" means an entity that determines the means and purpose of processing data.

4.2.3 "**Event Reporting**" means the event reporting Service feature and application programming interface or similar development tool purchased under a Smartsheet Order which enables Customer to access Event Reporting Data.

4.2.4 "**Event Reporting Data**" means data derived from Services Usage Data that Smartsheet enables Customer to access and use through Event Reporting.

4.2.5 "**Joint Controller**" means a Data Controller, that jointly with another Data Controller, determines the purposes and means of processing personal data (as defined under Data Protection Laws).

4.2.6 "**Service Usage Data**" means usage data generated by Users in using Smartsheet Services that does not reveal the contents of Customer Content.

4.3 Details of Processing.

4.3.1 Smartsheet is sole and independent Data Controller of Service Usage Data.

4.3.2 Customer may independently process Event Reporting Data by its own means and for its own business purposes as a Data Controller (including, but not limited to, Customer's use of any third party tools used to display or analyze such data), subject to this Supplement and the Agreement.

4.3.3 For the avoidance of doubt, Smartsheet, with respect to Service Usage Data, and Customer, with respect to Event Reporting Data, are each separate Data Controllers and are not Joint Controllers of such respective data.

4.4 Customer Responsibilities. Customer, as Data Controller of Event Reporting Data, is subject to the following conditions:

4.4.1 Customer will process Event Reporting Data in compliance with applicable Data Protection Laws and only for its own business purposes.

4.4.2 Customer will implement appropriate physical, technical, and organizational measures that are designed to ensure and protect the security, integrity, and confidentiality of Event Reporting Data and to protect against unauthorized processing, loss, use, disclosure, acquisition of, or access to, such data.

4.4.3 Customer will provide all applicable notices to, and gain any necessary consents from, data subjects prior to processing Event Reporting Data (including, but not limited to, any employee notice requirements under Data Protection Laws).

4.4.4 Customer may transfer Event Reporting Data to third parties only under written contracts that guarantee at least the same level of data protection as provided for in the Agreement and this Supplement and will remain responsible for such third party's failure to comply with such terms.

4.4.5 Customer is prohibited from selling Event Reporting Data, as the term "sale" is used in the California Consumer Privacy Act of 2018.

4.4.6 Customer is responsible for fulfilling requests from data subjects and supervisory authorities with respect to Event Reporting Data that it processes.

4.4.7 If Customer receives a data subject request or a request from a supervisory authority relating to Event Reporting Data, the recipient will promptly forward such request to the other party unless prohibited by law.

4.5 International Transfers. If Event Reporting Data is transferred to a country or territory outside the European Economic Area, the parties agree to the Controller to Controller Standard Contractual Clauses 2021 (Module One) (Commission Decision 2021/914/EC) ("**SCCs**") which are hereby incorporated into this Supplement and subject to the following additional terms:

4.5.1 Smartsheet, including its relevant affiliates, is the data exporter and Customer is the data importer and the SCCs shall be governed by the laws of Germany or as otherwise stipulated in the Agreement;

4.5.2 for purposes of clause II(h) of the SCCs, Customer hereby selects option (iii) and agrees to be governed by and comply with the data processing principles set out in Annex A to the SCCs;

4.5.3 for the purpose of Annex B to the SCCs: (i) data subjects are those individuals whose personal data is contained in Event Reporting Data; (ii) the purpose of the transfer is to provide the Services, including Event Reporting to Customer; (iii) the category of data is usage data; and (iv) the contact points for data protection queries are the parties' respective contacts for matters under the Agreement; and

4.5.4 to the extent the terms of the SCCs conflict with other terms of the Agreement, the terms of the SCCs will control.

4.6 Order of Precedence. In the event of a conflict between this Supplement and the Agreement or any data processing terms between the parties, the provisions of this Supplement will control with respect to the processing of Event Reporting Data.

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5. Service: Learning Services.

5.1 Applicability. The provisions in this Section 5 of this Supplement apply to a Customer accessing or using Smartsheet University All Access, Smartsheet vILT (Virtual Instructor-led Training), Smartsheet eLearning or any other similar online learning Services Smartsheet may make available to Customer (collectively, "**Learning Services**").

5.2 Service References. Any reference to or use of the term "Service" in the Agreement will be deemed to include Learning Services.

5.3 Account Creation. Users can only access and use a Learning Service by providing the email address used in association with the Subscription Service account registered with such Learning Service.

5.4 Event Recordings. Smartsheet may (directly or through the use of third parties) take photographs or make recordings when providing a live Learning Service (each, an "**Event**"). By attending an Event, Customer consents to Smartsheet's use of such photos and recordings (which may include a User's voice and/or likeness), without payment of any kind, for any legitimate business purpose, which may include use in our marketing materials and publications, and internal business purposes. Customer is responsible for collecting any necessary consents or providing any applicable privacy notices or terms and conditions to Users participating in Events.

5.5 Event Conduct. Customer is responsible for its Users compliance with any rules or standards of conduct made available by Smartsheet or the relevant third party entity hosting the Event, including all applicable safety and health regulations (collectively, "**Event Rules**"). If a User acts in violation of the Event Rules or in an unsafe or careless manner at any time during the Event ("**Prohibited Conduct**"): (a) Smartsheet may remove the User from the Event and Customer will not be entitled to receive any refund; and (b) Customer will defend, indemnify, and hold harmless Smartsheet and the relevant third party host, and their respective employees, officers, directors, and agents against all third-party claims, losses, or damages to persons or property, governmental charges or fines, and costs (including reasonable attorney's fees) arising out of the Prohibited Conduct.

5.6 Communications. By registering for the Learning Services, Customer authorizes Smartsheet to send (including via email or by phone) information regarding the Learning Services to Users or Customer, including: (a) notices about use or misuse of the Learning Services; (b) updates to the Learning Services; and (c) Event related information.

5.7 Modifications. Smartsheet reserves the right to modify the Learning Services in its sole discretion, including by making updates or changes to content, materials, course descriptions and information used in Learning Services or for an Event, and Smartsheet does not guarantee the availability of any specific content, materials, course descriptions or information after a Learning Service is delivered.

5.8 Specific Commercial Terms.

5.8.1 Smartsheet University vILT course registration expires ninety (90) days after purchase. Users will have the ability to reschedule or cancel a course up to seven (7) days prior to the course start date. If a User is no longer able to attend the virtual class due to schedule changes by Smartsheet, Customer may request a refund.

5.8.2 Smartsheet eLearning fees are charged annual in advance, and allow for one year of access to on-demand training available at smartu.smartsheet.com.

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6. Service: Bridge by Smartsheet.

6.1. Applicability. The provisions in this Section 6 of this Supplement apply to a Customer accessing or using the online Service referred to as Bridge by Smartsheet ("**Bridge**").

6.2. Service References. Any reference to or use of the term "online Services" in the Agreement will be deemed to include Bridge.

6.3. Template Integrations. Pre-built template integrations to certain Third Party Products that are included with Bridge ("**Template Integrations**") are provided as-is and solely for convenience, and Smartsheet has no responsibility for the availability of and does not endorse such Third Party Products. SMARTSHEET EXPRESSLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, REGARDING ANY TEMPLATE INTEGRATION'S FITNESS FOR A PARTICULAR PURPOSE, AND SMARTSHEET DOES NOT GUARANTEE THE ACCURACY, COMPLETENESS, OR USEFULNESS OF A TEMPLATE INTEGRATION.

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7. Service: Content Automation.

7.1 Applicability. The provisions in this Section 7 of this Supplement apply to a Customer accessing or using the online service referred to as Content Automation (formerly known as Outfit).

7.2 Service References. Any reference to or use of the term "Service" in the Agreement will be deemed to include Content Automation.

7.3 Smartsheet Support and Customer Cooperation. Notwithstanding Section 2.5.2 (Access Controls) of the Security Practices (available at **www.smartsheet.com/legal/security** (/legal/security)), Content Automation Services require Smartsheet Personnel (as defined in the Security Practices) that perform support to have administrative privileges within such Services. If required and to the extent requested by Smartsheet, Customer will provide Smartsheet with cooperation and security access and information to implement, configure, and otherwise provision the Content Automation Services for Customer.

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8. Region: Japan.

8.1 Applicability. The provisions in this Section 8 of this Supplement apply to a Customer accessing or using the online services from Japan or any Customer incorporated under Japanese law.

8.2 Organized Crime. Smartsheet and Customer each represent and warrant that itself and any entity that directly or indirectly controls, is controlled by, or is under common control with it (hereinafter, collectively, "the **Company**") and its officers and directors are not, and will not be in the future, an Organized Crime Group (as defined below), and have no relationship with any Organized Crime Group, nor are any Organized Crime Group controlling or substantially involved in the management of the Company. Any breach of this Section 8 would be considered a material breach of the Agreement. Organized Crime Group as used herein means an organized crime group (*boryokudan*), an organized crime group member, a person who was an organized crime group member within the last three (3) years, a company related to an organized crime group, a corporate extortionist (*sokaiya*), a racketeering group disguised as social or public campaign (*shakaiundo hyobo goro*), a crime group specialized in intellectual crimes (*tokushu chino boryoku shudan*), or any similar person.

Last Updated: October 3, 2023

Archived versions

These are the legacy versions of Smartsheet Supplement and are provided for informational purposes only.

smartsheet

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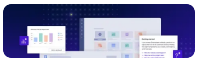
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Status: ORIGINAL

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

2026-10-13	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:

AGR26-101 - IRS 1095-C-W-2 Printing and Distribution

REQUESTED ACTION:

Approve the First Amendment to the Agreement between The School Board of Broward County, Florida (SBBC), and Valli Information Systems, Inc. d/b/a Billing Document Specialists, for district-wide services, with an increase to the agreement not to exceed $36,332.59. District-wide

RATIONALE:

For the Requested Actions, Background/History, Alignment to the 2027 Goals and Guardrails, Measurable Outcome(s)/Return on Investment, and Financial Impact, please see the Executive Summary.
The First Amendment has been reviewed and approved as to form and legal content by the Office of the General Counsel.

EXHIBITS:

- Executive Summary
- Financial Analysis Worksheet
- Original Agreement
- First Amendment

FINANCIAL IMPACT:

$36,332.59. The Agreement for this item will be funded by the Information System Division (ISD) General Fund Budget.

STRATEGIC PLAN ALIGNMENT:

Student Focus Outcomes

OR • **Business Operations**

BOARD ACTION:

(For Official School Board Records Only)

SOURCE OF ADDITIONAL INFORMATION

Name:	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 Sep 29,

Electronic Signature

Approved in Open Board Meeting On: October 13, 2026

By: _____

School Board Chair

Form $4189 Revised 9/26
HH/JJS

For more information, please contact:
Name: Dr. Fabian Cone
Title: Chief Information Officer, Task Assigned
Phone: 754-321-2607

EXECUTIVE SUMMARY

AGR26-101 - IRS 1095-C-W-2 Printing and Distribution

Board Meeting Date: October 13, 2026

Requested Action:
Approve the First Amendment to the Agreement between The School Board of Broward County, Florida (SBBC), and Valli Information Systems, Inc. d/b/a Billing Document Specialists, for district-wide services, with an increase to the Agreement not to exceed $36,332.59.

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, Part III (A), and Florida Administrative Code Rule 6A-l.012(7), authorize purchases of commodities and services from $5,000 to $50,000 when SBBC has obtained a minimum of three written quotations for the purchase, unless the purchase is subject to an exemption or alternative under applicable law, rule, or School Board policy.
Statutory Requirement	• Yes. Statute: Under Internal Revenue Code (IRC) Sections 6051 and 6056, employers are legally required to provide W-2 and 1095-C forms to employees by specified deadlines. These forms must be delivered either electronically (with employee consent) or via U.S. Mail (if the employee has not opted in or upon request), postmarked by the IRS deadline. • IRC Section 6051 – Requires employers to furnish W-2 forms to employees showing wages paid and taxes withheld. • IRC Section 6056 – Requires applicable entities to provide Form 1095-C to report health coverage information.
If the School Board votes "Yes"	• SBBC will meet its statutory obligation to provide printed copies of IRS W-2 and 1095-C forms to employees who have not consented to electronic delivery, thereby ensuring timely compliance with IRS requirements.
If the School Board votes "No"	• SBBC will be unable to provide printed W-2 and 1095-C forms to employees who have not elected electronic delivery, potentially resulting in noncompliance with IRS requirements.

Alignment to the 2027 Strategic Goals and Guardrails	• Business Operations
Measurable Outcome(s)/Return on Investment	SBBC will ensure that all employees receive their W-2 and 1095-C forms by the IRS-required deadline. Compliance will be monitored through coordination among the Payroll Department, Benefits Department, and the vendor to support timely processing, printing, and distribution. **Expected Outcomes and Benefits:** • Regulatory Compliance: Ensures employees receive required W-2 and 1095-C forms by the applicable IRS deadline. • Operational Efficiency: Provides a reliable and streamlined process for producing and distributing employee tax documents. • Cost Savings: Increases in employee adoption of electronic delivery are expected to reduce future printing and mailing expenses. • Improved Employee Access: Supports timely access to critical tax documents needed for annual tax filing.

Background/History
The District previously managed the printing and distribution of W-2 and 1095-C forms internally; however, for the past three years, these services have been outsourced by the Information Systems Division (ISD). The Payroll Department will continue to lead efforts to increase employee enrollment in electronic delivery to reduce printing and mailing costs, improve operational efficiency, and support the District's sustainability initiatives. Each year, communications are sent to employees via BCPS HAPPENINGS encouraging employees to opt-in to access both their 1095C and W2 forms electronically. Each employee who elects electronic delivery reduces the District's reliance on paper, printing, and postal services, resulting in cost savings.
For the most recent reporting cycle, the District printed and mailed 17,860 W-2 forms and 20,517 1095-C forms, with 14,260 employees receiving both forms in a single mailing, helping to optimize distribution costs. 2026 W2 mailings decreased by 2% and 1095-C mailings decreased by 5%, compared to 2025 volumes.

Agreement Terms and Financial Impact

The following information provides a detailed summary of the contract agreement summary, financial impact of this item, including funding allocation, budget authority, fiscal year expenditures, and any current or future financial obligations.

Table A: Agreement Summary, Multi-Year Analysis, and Procurement Method *This table summarizes the contract agreement terms, including the multi-year financial breakdown and total projected cost, and identifies the procurement method used in accordance with District purchasing requirements.*	
Agreement Term:	Original Agreement Term: December 17, 2025, through December 16, 2026; First Amendment Term: December 17, 2026, through December 16, 2027.
Multi-Year Agreement:	Yes. There is a cost savings for operational efficiency achieved by this multi-year Agreement. A new bid will yield higher prices, based on the current market conditions.
Procurement Method:	**Piggyback Agreement** (Yes/No): No **Acquisition Method**: Pursuant to Purchasing Policy 3800, Part III (A), and Florida Administrative Code Rule 6A-l.012(7), authorize purchases of commodities and services from $5,000 to $50,000 when SBBC has obtained a minimum of three written quotations for the purchase, unless the purchase is subject to an exemption or alternative under applicable law, rule, or School Board policy.

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

Budget Impact Summary Statement:

1. Funding for this item is budgeted within the FY27 budget.
2. The agreement for this item will be funded by the Information System Division (ISD) General Fund Budget.

New / Current Requested Agreement Authority

Agreement Authority Terms	Length of Agreement Terms	Total Agreement Amount
12/17/2026 - 12/16/2027	12 months	$36,332.59

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	Information System Division General Fund	$36,332.59	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	Information System Division 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	Not Applicable
School Selection /Prioritization	Not Applicable
Community/ Stakeholder Engagement	Not Applicable
End-User Input	Not Applicable
Technology/Capital Expected Lifecycle/Replacement Cycle	Not Applicable

Additional Backup:
Exhibit A: Financial Analysis Worksheet
Exhibit B: Original Agreement
Exhibit C: First Amendment

PROCUREMENT & LOGISTIC OPERATIONS

BROWARD COUNTRY PUBIC SCHOOLS

FINANCIAL ANALYSIS WORKSHEET

BID INFORMATION			
New Bid # (Ex: 10-004R):	N/A	**Preparation Date:**	August 26, 2026
Previous Bid # (Ex: 10-004R):	AGR26-101	**Buyer/PA:**	MICHAEL SCOTT
New Bid Award Total:	$36,333	**Bid Title:**	IRS 1095-C-W2 Printing and Distribution
Previous Award Total:	$36,602		
Bid Type:	RENEWAL OF BID		
Previous Bid Term (Start Date):	12/17/2025	**New Bid Term (In Months):**	12
Previous Bid Term (End Date):	12/16/2026	**# of Months Into Bid:**	8

SPEND REPORTING	
Purchase Order(s) Spend:	$34,644
P Card Purchases:	$0
Total Invoiced-to-Date Amount (PO + Pcard Purchases):	**$34,644**
Average Monthly Expenditure:	$4,331
Unused Authorized Spending:	**$1,957**
Est. Forecasted Spend (For Entire Bid Term):	

VENDOR INFORMATION			
Awarded Vendors:	**Certification Type:**	**Ethnicity / Gender:**	**Spend:**
146847-VALLI INFORMATION SYSTEMS INC	N/A		$ 34,644
	PO VENDOR SPEND:		**$ 34,644**
	P-CARD SPEND:		**$ -**
	TOTAL SPEND:		**$ 34,644**

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	1380098510	**Name** (First & Last)	Jason Greenberg
Fund	1000	**Title**	Director, Infrastructure Services
Functional Area	8201721790000000	**Department/School Name**	ISD - Infrastructure Services
Commitment Item	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:**	**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

Procurement & Logistic Operations
John Wesley White, Director
7720 W. Oakland Park Boulevard
Sunrise, Florida 33351
phone: 754-321-0501 • fax: 754-321-0936
john.white2@browardschools.com
www.browardschools.com/PLO

The School Board of Broward County, Florida

Sarah Leonardi, Chair
Dr. Jeff Holness, Vice Chair

Lori Alhadeff
Maura McCarthy Bulman
Adam Cervera, Esq.
Debra Hixon
Nora Rupert
Rebecca Thompson
Dr. Allen Zeman

Dr. Howard Hepburn
Superintendent of Schools

November 21, 2025

Tim Beck, COO
Billing Document Specialists
915 Main Street, Suite 1000
Caldwell, Idaho 83605

RE: AGR26-101 - IRS 1095-W-2 Printing and Distribution

To Whom It May Concern:

Attached is the executed Agreement between The School Board of Broward County, Florida, and Valli Information Systems, Inc. d/b/a Billing Document Specialists. This is the result of the School Board's approval on November 12, 2025, for Item OO-2. Full details are outlined in the Agreement.

Sincerely

John Wesley White, Director
Procurement & Logistic Operations

cc: Cynthia Gomez, Purchasing Agent III
Dr. Daryl Diamond, Director, Project Management Office
Annmarie Richards, Advocacy & Compliance Coordinator, Economic Development & Diversity Compliance

Status: ORIGINAL

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

2025-11-12	Regular School Board Meeting
CATEGORY:	OO. Operations
DEPARTMENT:	Procurement & Logistics Operations

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

TITLE:

AGR26-101 - IRS 1095-W-2 Printing and Distribution

REQUESTED ACTION:

Approve the Agreement between The School Board of Broward County, Florida (SBBC), and Valli Information Systems, Inc. d/b/a Billing Document Specialists, and the spending authority of $36,601.60. 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:

$36,601.60 and will come from the Information Systems Divisions operating budget.

STRATEGIC PLAN ALIGNMENT:

Student Focus Outcomes

OR • **Business Operations**

BOARD ACTION:

(For Official School Board Records Only)

APPROVED

SOURCE OF ADDITIONAL INFORMATION

Name:	Wanda F. Paul	Phone:	754-321-2659
Name:	Olen Davis	Phone:	754-321-2607

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Senior Leader & Title

Wanda F. Paul, Chief Operations Officer

Signature

Wanda F. Paul, Chief Operations Officer Oct 29, 2025

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

Approved in Open Board Meeting On: November 12, 2025

By: Debra Hixon
School Board Chair

AGREEMENT

THIS AGREEMENT is made and entered into by and between:

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
(hereinafter referred to as "SBBC"),
a body corporate and political subdivision of the State of Florida,
whose principal place of business is
600 Southeast Third Avenue, Fort Lauderdale, Florida 33301

and

VALLI INFORMATION SYSTEMS, INC.
d/b/a
BILLING DOCUMENT SPECIALISTS
(hereinafter referred to as "VENDOR"),
an Idaho for-profit corporation,
whose principal place of business is
915 Main Street, Suite 100-0, Caldwell, Idaho 83605

RECITALS

A. **WHEREAS,** VENDOR provides processing, printing, and delivery services of the Internal Revenue Service ("IRS") Form W2, Wage and Tax Statement ("W-2") and Form 1095-C ("1095-C"), (collectively "the Forms"); and

B. **WHEREAS**, pursuant to 26 I.R.C. § 6051 (*Receipts for employees*) and 26 C.F.R. § 31.6051-1 (*Statements for employees*), an employer who withholds income tax must furnish to each employee an annual W-2 on or before January 31st of the year succeeding the calendar year in accordance with IRS procedures and instructions; and

C. **WHEREAS**, pursuant to 26 C.F.R. § 31.6051-1(j) (*Electronic furnishing of statements*), an employer may furnish to each employee an annual electronic W-2 in lieu of a paper one, provided that the recipient employee affirmatively consents to receiving the electronic W-2; and

D. **WHEREAS**, SBBC has employees that will receive an annual paper W-2 in lieu of an electronic one; and

E. **WHEREAS**, pursuant to 26 I.R.C. § 6056 (*Certain employers required to report on health insurance coverage*), and 26 C.F.R. § 301.6056-1 (*Rules relating to reporting by applicable large employers on health insurance coverage offered under employer-sponsored plans*), applicable large

employers ("ALEs") are required to report the health insurance coverage they offer to their full-time employees ("1095-C") before January 31st of the year succeeding the calendar year in accordance with applicable IRS procedures and instructions; and

F. **WHEREAS**, pursuant to 26 C.F.R. §301.6056-2 (*Electronic furnishing of statements*) an ALE may furnish to each employee an annual electronic employee statement ("1095-C") in lieu of a paper one, provided that the recipient employee affirmatively consents to receiving the electronic 1095-C; and

G. **WHEREAS**, SBBC has employees that will receive an annual paper 1095-C in lieu of an electronic one; and

H. **WHEREAS,** SBBC desires VENDOR wishes to provide SBBC with services needed for efficient processing, printing, and distribution of the Forms in paper format for said employees (the Services"); and

I. **WHEREAS**, Florida Administrative Code Rule 6A-l.012(7), and SBBC Policy 3800, Part III (A), authorize purchases of commodities and services from $5,000 to $50,000 when SBBC has obtained a minimum of three written quotations for the purchase, unless the purchase is subject to an exemption or alternative under applicable law, rule, or School Board policy.

J. **WHEREAS**, SBBC has obtained the minimum three (3) written quotations for purchase of the Services and wishes to proceed with VENDOR.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

ARTICLE 1 - RECITALS

1.1 **Recitals**. The parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.

ARTICLE 2 – SPECIAL CONDITIONS

2.1 **Term of Agreement**. The term of this Agreement commences on December 17, 2025, the ("Effective Date") and concludes on December 16, 2026, unless terminated earlier pur-suant to the Section 3.5 (Termination) 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.**

2.2.1 VENDOR shall provide SBBC with a report specifying each source file (text or raw data formatted), which contains SBBC employee W-2 and 1095-C information that VENDOR has received from SBBC in order to process the Forms. This report shall serve as confirmation that the source files have reached VENDOR's production center. VENDOR shall then provide SBBC with emailed samples and totals of the Forms containing the necessary information, ready to be viewed by SBBC via a secure connection to VENDOR's web server (the "Portal").

2.2.2 Within 48-72 hours (excluding weekends and federal holidays) and subject to SBBC's approval, VENDOR shall:

2.2.1.1 Print the requisite Forms as laser document(s); and
2.2.1.2 Fold and seal the Forms on high-speed equipment; and
2.2.1.3 Mail the Forms to the applicable employees via presorted U.S. Postal Service ("USPS") First Class Mail at the postage rate in effect on the date of this Agreement's execution.

2.2.3 VENDOR shall provide SBBC with technical support via VENDOR's toll-free customer service center (1-877-354-2412). Technical support is available from 8:00 a.m. to 5:00 p.m. (Mountain Daylight Time), Monday through Friday, on all regular business days (excluding weekends and federal holidays).

2.2.4 VENDOR's secure Portal shall be available to SBBC twenty-four (24) hours per day and seven (7) days per week to enable SBBC's timely transmittal of source files pursuant to this Agreement.

2.2.5 Guarantee for mailing the Forms. Once SBBC has provided VENDOR with final approval by or before **January 22, 2026**, confirming that all information contained in the Forms is accurate on VENDOR's secure Portal, VENDOR guarantees that VENDOR shall mail the Forms by January 31, 2026.

2.3 **VENDOR and SBBC Responsibilities**. SBBC and VENDOR shall work together to ensure that the Forms are produced and mailed accurately, securely, and on time. Their joint responsibilities include reconciliation of totals, resolution of discrepancies, coordinated handling of undeliverable mail, management of reprints when necessary, incident response, contingency planning, and compliance oversight.

2.3.1 Reconciliation and Approval Coordination. Both parties shall reconcile record counts, sample outputs, and control totals to confirm accuracy before production proceeds. If discrepancies are identified, SBBC and VENDOR shall coordinate corrections and confirm accuracy prior to final approval.

2.3.2 Handling of Undeliverable Mail and Reprints. Undeliverable mail shall be returned directly to SBBC in a sealed envelope for secure handling and follow-up by SBBC. At SBBC's written direction, VENDOR may instead securely destroy undeliverable mail, in which case VENDOR shall provide a certificate of destruction confirming the date, method, and quantity destroyed. If reprints or reships are required, the parties shall coordinate replacement processing, updated counts, and revised timelines. Costs associated with reprints caused by VENDOR's processing or production errors shall be borne by VENDOR, while costs associated with reprints resulting from errors in SBBC's source files shall be borne by SBBC pursuant to the unit pricing in **Exhibit A.**

2.3.3 Incident Response and Contingency Planning. In the event of any security, privacy, or production incident, the parties shall promptly notify one another and cooperate on response actions. SBBC and VENDOR shall also coordinate contingency measures, such as backup files or alternate production arrangements, to ensure timely completion of services.

2.3.4 Compliance and Audit Cooperation. The parties shall jointly ensure that all services are carried out in compliance with applicable federal, state, and postal requirements. Each shall maintain appropriate records, and both shall cooperate in providing documentation or evidence needed to verify compliance and performance.

2.4 **SBBC's Responsibilities**.

2.4.1 When the Forms are ready for processing by VENDOR, SBBC will create source files (text or raw data formatted), and post them to the VENDOR's secure Portal. A unique password and account name used by SBBC will identify the facility, the format of choice, and other SBBC-specific details. The password will be initially assigned by VENDOR and changed by SBBC for security purposes.

2.4.2 After the VENDOR has processed the file(s) and created samples and totals containing SBBC employee W-2 and 1095-C data, SBBC will receive an email notification stating there are file(s) on the VENDOR's secure Portal queued for SBBC's approval. SBBC is responsible for confirming that all the information is accurate and for contacting VENDOR if there are any errors or discrepancies in the information. Forms will not be processed until SBBC approves the files. Once SBBC has confirmed that all information is accurate, SBBC will approve the file(s) on the VENDOR's secure Portal. SBBC must provide final approval by or before **January 22, 2026** to guarantee VENDOR's mailing of the Forms by January 31, 2026.

2.5 **Cost**. The total cost to SBBC for the Services under this Agreement is **Thirty-six Thousand Six-hundred-one and 60/100 Dollars ($36,601.60),** pursuant to VENDOR's Quote No.: 536524, attached hereto and incorporated into this Agreement as **Exhibit A.**

2.5.1 The unit price per Form is inclusive of the USPS Postage rate that is in effect on the date of this Agreement's execution. If the USPS increases the First Class presort postage rate, VENDOR reserves the right to seek an adjustment to the price per Form to reflect such increase by the USPS, subject to Section 3.15 (Amendments) of this Agreement.

2.5.2 A rate of forty cents ($0.40) per envelope will be added to the per Form unit prices specified in **Exhibit A**, if SBBC opts to mail both Forms in a single envelope instead of two (2) separate envelopes.

2.5.3 The total cost to SBBC for the Services rendered under this Agreement and any extensions or renewals thereof, shall not exceed Fifty Thousand and 00/100 Dollars ($50,000.00).

2.6 **Payment**.

2.6.1 SBBC shall issue a purchase order to VENDOR upon determining the total number of Forms to be processed by VENDOR. After receiving SBBC's purchase order, VENDOR shall issue to SBBC a proper and appropriate invoice for the actual number of Forms that VENDOR has printed and delivered to SBBC employees after VENDOR's electronic confirmation to SBBC of same.

2.6.2 VENDOR shall submit proper and appropriate invoices to the following address:

The School Board of Broward County, Florida
Information Systems Division
Olen B Davis III, Chief Information Officer
7720 West Oakland Park Blvd, 2nd Floor
Sunrise, Fl 33351

2.6.3 SBBC shall make payment to VENDOR within thirty (30) calendar days after receipt of VENDOR' s proper and appropriate invoice.

2.7 **No Disclosure of SBBC Education Records.** SBBC shall not disclose any education records to VENDOR pursuant to this Agreement. However, should VENDOR encounter education records during the course of contracted responsibilities, these records are confidential and protected by the Family Educational Rights and Privacy Act (FERPA) and state laws and may not be used or re-disclosed. VENDOR's use or re-disclosure may violate applicable federal and state laws. Likewise, no employee records shall be disclosed by SBBC to VENDOR. Should VENDOR come into contact with employee records, they may not be re-disclosed except as required or permitted by law.

2.8 **VENDOR Safeguarding the Confidentiality of Education 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 Sections 1002.22, 1002.221, and 1002.222, Florida Statutes; the Family Educational Rights and Privacy Act, 20 U.S.C § 1232g (FERPA) and its implementing regulations (34 C.F.R. Part 99), and any other state or federal law or regulation regarding the confidentiality of student information and records; and

2.8.1.2 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

2.8.1.3 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.

2.8.2 IT Security. Notwithstanding any provision to the contrary within this Agreement, VENDOR shall:

2.8.2.1 Ensure that, at all times, all of its employees who have access to any education records during the term of their employment shall abide strictly by its obligations under this Agreement, and that access to education records is limited only to its employees that require the information to carry out the responsibilities under this Agreement and shall provide said list of employees to SBBC upon request; and

2.8.2.2 Safeguard each education record through administrative, physical and techno-logical standards to ensure that adequate controls are in place to protect the education records and information in accordance with FERPA's privacy requirements; and

2.8.2.3 Notify the SBBC Director Information Security and Assurance immediately upon discovery of an electronic breach of confidentiality of education records by telephone at 754-321-0300, and email at privacy@browardschools.com; and take all necessary notification steps as may be required by federal and Florida law, including, but not limited to, those required by Section 501.171, Florida Statutes; and

2.8.2.4 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

2.8.2.5 Be responsible for any fines or penalties for failure to meet breach 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 **SBBC Disclosure of Employee Records.**

2.9.1 SBBC staff will provide VENDOR with the employee records in this section for the following purposes: Printing, processing, and mailing of the Forms.

2.9.2 SBBC will provide VENDOR with the following employee records, via posting files to a secure portal user interface in SAP Mapping Guideline (MAG) format:

2.9.2.1 First and last name
2.9.2.2 Complete mailing address
2.9.2.3 Social Security Number
2.9.2.4 Employee wages, federal withholding amount, Medicare with holding amount and other related information required for the W-2
2.9.2.5 Employee health coverage, dependent names, contributions and other related information required for the 1095-C

2.9.3 The requirements of this Section shall supersede any uses and disclosures of employee records or the like as listed in VENDOR privacy policies, if any.

2.10 **VENDOR Safeguarding the Confidentiality of Employee Records.** Notwithstanding any provision to the contrary within this Agreement, VENDOR shall:

2.10.1 Fully comply with the requirements of state or federal law or regulation regarding the confidentiality of employee records; and

2.10.2 Hold the employee records in strict confidence and not use or disclose same except as required by this Agreement or as required or permitted by law; and

2.10.3 Only share employee records with those who have a need to access the information in order to perform their assigned duties in the performance of this Agreement; and

2.10.4 Protect employee records through administrative, physical and technological safe-

guards to ensure adequate controls are in place to protect the employee's records and information; and

2.10.5 Notify SBBC Director, Information Security & Assurance, immediately upon discovery of a breach of confidentiality of employee records by telephone at 754-321-0300 Director, Information Security & Assurance and 754-321-1900 (Privacy Officer), and email at privacy@browardschools.com; and take all necessary notification steps as may be required by federal and Florida law, including, but not limited to, those required by Section 501.171, Florida Statutes; and

2.10.6 Prepare and distribute, at its own cost, any and all required notifications, under federal and Florida Law, or reimburse SBBC any direct costs incurred by SBBC for doing so; and

2.10.7 Be responsible for any fines or penalties for failure to meet notice requirements pursuant to federal and/or Florida law. This section shall survive the termination of all performance or obligations under this Agreement.

2.11 **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 that 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 in come 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 pace in order to exercise the rights permitted under this section.

2.12.4 Failure to Permit Inspection. Failure by VENDOR to permit audit, inspection, examination, evaluation, and reproduction as permitted under this section constitute grounds for termination of this Agreement by SBBC for cause and are grounds for SBBC's denial of some or all of any VENDOR's claims for payment.

2.12.5 Overcharges and Unauthorized Charges. If an audit conducted in accordance with this section discloses overcharges or unauthorized charges to SBBC by VENDOR in

excess of two percent (2%) of the total billings under this Agreement, the actual cost of SBBC's audit shall be paid by VENDOR. If the audit discloses billings or charges to which VENDOR is not contractually entitled, VENDOR shall pay said sum to SBBC within twenty (20) calendar days of receipt of written demand.

2.12.6 Inspection of Subcontractor's Records. If applicable, VENDOR shall require any and all subcontractors, insurance agents and material suppliers (hereafter referred to as "Payees") providing services or goods with regard to this Agreement to comply with the requirements of this section by insertion of such requirements in any written subcontract. Failure by VENDOR to include such requirements in any subcontract constitute grounds for termination of this Agreement by SBBC for cause and are grounds for the exclusion of some or all of any Payees' costs from amounts payable by SBBC to VENDOR pursuant to this Agreement and such excluded costs shall become the liability of VENDOR.

2.12.7 Inspector General Audits. VENDOR shall comply and cooperate immediately with any inspections, reviews, investigations, or audits deemed necessary by the Florida Office of the Inspector General or by any other state or federal officials.

2.13 **Notice**. When any of the parties desire to give notice to the other, such notice must be in writing, sent by USPS Mail, postage prepaid, addressed to the party for whom it is intended at the place last specified; the place for giving notice shall remain such until it is changed by written notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving notice:

To SBBC:	Superintendent of Schools The School Board of Broward County, Florida 600 Southeast Third Avenue Fort Lauderdale, Florida 33301
With a Copy to:	Chief Information Officer The School Board of Broward County, Florida Information Systems Division 7720 West Oakland Park Blvd, 2nd Floor Sunrise, Florida 33351
To VENDOR:	Tim Beck, COO Billing Document Specialists 915 Main Street, Suite 1000 Caldwell, Idaho 83605

2.14 **E-Verify**. Pursuant to Section 448.095, Florida Statutes, any party contracting with SBBC shall register with and use the E-Verify system to verify the work authorization for all employees hired during the course of this Agreement. Any such party shall require any subcontractors used to perform the duties and responsibilities under this Agreement to register with and use the E-Verify system to verify the work authorization for all employees that the subcontractor hires during the course of this Agreement. If applicable, any such party must also obtain and retain an affidavit from a subcontractor stating that the subcontractor does not employ, contract with or subcontract with anyone who is not duly authorized to work in the United States. If SBBC has a good faith belief that any such party has knowingly violated Section 448.09(1), Florida Statutes, SBBC may immediately terminate this Agreement for cause and without notice or an opportunity to cure the violation. Termination by SBBC pursuant to this section is not a breach of this Agreement and may not be considered as such.

2.15 **Affidavit Regarding the Use of Coercion for Labor and Services**. Pursuant to Section 787.06(13), Florida Statutes, VENDOR, when executing, renewing, or extending an agreement with SBBC must provide an affidavit signed by an officer or representative of VENDOR under penalty of perjury stating that VENDOR does not use coercion for labor or services as defined in that statute. The submission of a false affidavit may subject VENDOR to civil penalties, attorney's fees, and/or costs. Any Agreement with SBBC shall be terminated by SBBC without recourse if VENDOR is found to have submitted a false affidavit. Any delays in delivery or service under this Agreement arising out of, as a result of, or in connection with VENDOR's use of coercion for labor or services as defined by Section 787.06(13), Florida Statutes, is not a Force Majeure event under this Agreement.

2.16 **Certification Regarding Scrutinized Activities**. Section 287.135(2)(a), Florida Statutes, prohibits a company from bidding on, submitting a proposal for, or entering into or renewing an Agreement for goods or services of any amount if, at the time of contracting or renewal, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel. Section 287.135(2)(b), Florida Statutes, further prohibits a company from bidding on, submitting a proposal for, or entering into or renewing an Agreement for goods or services over One Million Dollars and 00/100 Cents ($1,000,000.00) if, at the time of contracting or renewal, the company is on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, both created pursuant to Section 215.473, Florida Statutes, or the company is engaged in business operations in Cuba or Syria. Entering into this Agreement constitutes certification by VENDOR that it is not listed on any of the following: (a) the Scrutinized Companies that Boycott Israel List, (b) Scrutinized Companies with Activities in Sudan List, or (c) the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. VENDOR further certifies that it is not engaged in a boycott of Israel or engaged in business operations in Cuba or Syria. VENDOR acknowledges that pursuant to Section 287.135, Florida Statutes, the submission of a false certification may subject it to civil penalties, attorney's fees, and/or costs. VENDOR further understands that any Agreement with SBBC for goods

or services of any amount may be terminated at SBBC's option if VENDOR (a) is found to have submitted a false certification, (b) has been placed on the List of Scrutinized Companies that Boycott Israel, or (c) is engaged in a boycott of Israel. And, in addition to the foregoing, if the amount of the Agreement is One Million Dollars and 00/100 Cents ($1,000,000.00) or more, the Agreement may be terminated at SBBC's option if VENDOR is found to have submitted a false certification, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria.

2.17 **Background Screening.** VENDOR shall comply with all requirements of Sections 1012.32, 1012.465, 1012.467, and 1012.468, Florida Statutes, and all of its personnel who (a) are to be permitted access to school grounds when students are present, (b) will have direct contact with students, or (c) have access or control of school funds, will successfully complete the background screening required by the referenced statutes and meet the standards established by the statutes. Personnel who are subject to background screening include all of VENDOR's non-exempt employees, representatives, agents, and sub-contractors performing duties under this Agreement who meet any of the three (3) descriptions listed above. This background screening will be conducted by SBBC in advance of VENDOR or its personnel providing any services under this Agreement. VENDOR shall bear the cost of acquiring the background screening required by Section 1012.32, Florida Statutes, and any fee imposed by the Florida Department of Law Enforcement (FDLE) to maintain the fingerprints provided with respect to VENDOR and its personnel. The parties agree that the failure of VENDOR to perform any of the duties described in this section shall constitute a material breach of this Agreement entitling SBBC to terminate this Agreement immediately for cause and with no opportunity required to permit VENDOR to cure such default and no further responsibilities or duties for SBBC to perform under this Agreement. VENDOR agrees to indemnify and hold harmless SBBC, its officers and employees from any liability in the form of physical or mental injury, death or property damage resulting from VENDOR's failure to comply with the requirements of this section or with Sections 1012.32, 1012.465, 1012.467, and 1012.468, Florida Statutes. SBBC issued identification badges must be worn at all times when on SBBC property or when performing services for SBBC and must be worn where they are visible and easily readable.

2.18 **Public Records**. The following provisions are required by Section 119.0701, Florida Statutes, and may not be amended. VENDOR shall keep and maintain public records required by SBBC to perform the services required under this Agreement. Upon request from SBBC's custodian of public records, VENDOR shall provide SBBC with a copy of any requested public records or to allow the requested public records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law. VENDOR shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement's term and following completion of the Agreement if VENDOR does not transfer the public records to SBBC. Upon completion of the Agreement, VENDOR shall transfer, at no cost, to SBBC all public records in possession of VENDOR or keep

and maintain public records required by SBBC to perform the services required under the Agreement. If VENDOR transfers all public records to SBBC upon completion of the Agreement, VENDOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If VENDOR keeps and maintains public records upon completion of the Agreement, VENDOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to SBBC, upon request from SBBC's custodian of public records, in a format that is compatible with SBBC's information technology systems.

IF A PARTY TO THIS AGREEMENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 754-321-1900, RECORDREQUESTS@BROWARDSCHOOLS.COM, RISK MANAGEMENT DEPARTMENT, PUBLIC RECORDS DIVISION, 600 SOUTHEAST THIRD AVENUE, FORT LAUDERDALE, FLORIDA 33301.

2.19 **Proprietary Information**.

2.19.1 Any documents or materials submitted to SBBC shall be open for inspection by any person in accordance with Section 119.07, Florida Statutes, except as otherwise exempted from disclosure by applicable law. A party contracting with SBBC must clearly mark, label, designate, or identify any portions of any documents or materials it provides to SBBC which are claimed to be confidential and exempt from public inspection, provided that the confidential or exempt portions of such documents or materials are clearly marked with specific citations of law that provide the asserted confidentiality or exemption. A contracting party's failure to identify any confidential or exempt portions of documents or materials or to specify the law establishing their confidential or exempt status is a waiver of confidential or exempt status for any such unidentified or unsupported portions of any documents or materials.

2.19.2 If SBBC receives a public record request for documents or materials in its custody under this Agreement which have been properly marked as confidential or exempt, SBBC will notify the contracting party of the public records request. The notice shall state that the requested materials will be produced by SBBC to the requesting party within ten (10) calendar days of the date of the written notification, unless the contracting party has initiated an action at its sole cost and expense in a court of competent jurisdiction to preclude the release of the requested materials. The contracting party shall name the party requesting the documents or materials as a defendant and will not name SBBC as a party to the action, but will provide SBBC with notice of such proceedings. The contracting party agrees to indemnify SBBC for any costs, expenses, and attorney's fees SBBC may incur with regard to any legal proceedings and judgments that may arise from the request for the contracting party's

public records that are subject to claims of confidential or exempt status. A failure to timely initiate the legal action required by this paragraph is a waiver of any claim that the requested information is confidential and exempt from public disclosure. The contracting party waives any cause of action against SBBC for the release of materials pursuant to a public records request except for any claims based upon the intentional or grossly negligent conduct of any employee of SBBC.

2.20 **Liability**. This Section survives the termination of all performance or obligations under this Agreement and is fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

2.20.1 By SBBC. SBBC agrees to be fully responsible up to the limits of Section 768.28, Florida Statutes, for its acts of negligence, or its employees' acts of negligence when acting within the scope of their employment and agrees to be liable, up to the limits of Section 768.28, Florida Statutes, for any damages resulting from said negligence.

2.20.2 By VENDOR. VENDOR agrees to indemnify, hold harmless and defend SBBC, its agents, servants and employees from any and all third party claims, judgments, costs, and expenses including, but not limited to, reasonable attorney's fees, reasonable investigative and discovery costs, court costs, and all other sums which SBBC, its agents, servants, and employees may pay or become obligated to pay on account of any, all and every claim or demand, or assertion of liability, or any claim or action founded thereon, arising or alleged to have arisen out of or due to the products, goods, or services furnished by VENDOR, its agents, servants, or employees; the equipment of VENDOR, its agents, servants, or employees while such equipment is on premises owned or controlled by SBBC; or the negligence of VENDOR or the negligence of VENDOR's agents when acting within the scope of their employment, whether such claims, judgments, costs, and expenses are for damages, damage to property including SBBC's property, and injury or death of any person whether employed by VENDOR, SBBC, or otherwise.

2.21 **Insurance Requirements**. VENDOR shall comply with the following insurance requirements throughout the term of this Agreement:

2.21.1 General Liability. VENDOR shall have and maintain General Liability insurance with limits of not less than $1,000,000.00 per occurrence for Bodily Injury/ Property Damage; $1,000,000.00 General Aggregate; and limits of not less than $1,000,000.00 for Products/Completed Operations Aggregate.

2.21.2 Cyber Liability/Technology Errors & Omissions. VENDOR shall have and maintain Cyber 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.

2.21.3 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).

2.21.4 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: "Valli Information Systems, Inc. d/b/a Billing Document Specialists does not own any vehicles. If Valli Information Systems, Inc. d/b/a Billing Document Specialists acquires any vehicles during the term of the Agreement, Valli Information Systems, Inc. d/b/a Billing Document Specialists agrees to provide proof of "Any Auto" coverage effective as of the date of vehicle acquisition."

2.21.5 Acceptability of Insurance Carriers. The insurance policies required under this Agreement shall be issued by companies qualified to do business in the State of Florida and having a rating of at least A- VI by AM Best or Aa3 by Moody's Investor Service.

2.21.6 Verification of Coverage. Proof of the required insurance must be furnished by VENDOR to SBBC's Risk Management Department by Certificate of Insurance within fifteen (15) 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.

2.21.7 Required Conditions. Liability policies must include the following terms on the Certificate of Insurance:

2.21.7.1 The School Board of Broward County, Florida, its members, officers, employees, and agents are added as additional insureds.

2.21.7.2 All liability policies are primary of all other valid and collectable coverage maintained by The School Board of Broward County, Florida.

2.21.7.3 Certificate Holder: The School Board of Broward County, Florida, Florida, 600 SE 3rd Ave.-11th Floor, Fort Lauderdale, Florida 33301.

2.21.8 Cancellation of Insurance. VENDOR is prohibited from providing services under this Agreement with SBBC without first obtaining the minimum required insurance cov-

erage and must notify SBBC within two (2) business days if required insurance is cancelled.

2.21.9 SBBC reserves the right to review, reject or accept any required policies of insurance, including limits, coverages, or endorsements herein throughout the term of this Agreement.

2.22 **Equal Opportunity Provision**. The parties agree that no person shall be subjected to discrimination because of age, race, color, disability, gender identity, gender expression, marital status, national origin, religion, sex or sexual orientation in the performance of the parties' respective duties, responsibilities and obligations under this Agreement.

2.23 **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.

2.24 **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.

2.25 **Incorporation by Reference**. **Exhibit A** attached hereto is incorporated into this Agreement by reference.

ARTICLE 3 – GENERAL CONDITIONS

3.1 **No Waiver of Sovereign Immunity**. Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable or of any rights or limits to liability existing under Section 768.28, Florida Statutes. This section survives the termination of all performance or obligations under this Agreement and is fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

3.2 **No Third-Party Beneficiaries**. The parties expressly acknowledge that it is not their intent to create or confer any rights or obligations under this Agreement in or upon any third person or entity. None of the parties intend to directly or substantially benefit a third-party by this Agreement. The parties agree that there are no third-party beneficiaries to this Agreement and that no third-party is entitled to assert a claim against any of the parties based upon this Agreement. Nothing herein shall be construed as consent by an agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of any Agreement.

3.3 **Independent Contractor**. The parties to this Agreement are acting in the capacity of independent contractors and not as an officer, employee, or agent of one another. Neither party or its respective agents, employees, subcontractors, or assignees shall represent to others that it has the authority to bind the other party unless specifically authorized in writing to do so. No right to SBBC retirement, leave benefits, or any other benefits of SBBC employees exists as a result of the performance of any duties or responsibilities under this Agreement. SBBC is not responsible for Social Security, withholding taxes, contributions to unemployment compensation funds or insurance for the other party or the other party's officers, employees, agents, subcontractors, or assignees.

3.4 **Default**. The parties agree that, if either party is in default of its obligations under this Agreement, the non-defaulting party shall provide to the defaulting party (30) calendar days' written notice to cure the default. However, if said default cannot be cured within said thirty (30) calendar day period and the defaulting party is diligently attempting in good faith to cure same, the time period will be reasonably extended to allow the defaulting party additional cure time. Upon the occurrence of a default that is not cured during the applicable cure period, this Agreement may be terminated by the non-defaulting party upon thirty (30) calendar days' notice. This remedy is not intended to be exclusive of any other remedy, and each and every such remedy is cumulative and in addition to every other remedy now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder precludes any other or future exercise thereof. Nothing in this Section shall be construed to preclude termination without cause pursuant to Section 3.5.

3.5 **Termination**. This Agreement may be terminated with or without cause by SBBC during the term hereof upon thirty (30) calendar days' written notice to the other parties of its desire to terminate this Agreement. In the event of such termination, SBBC is entitled to a pro rata refund of any pre-paid amounts for any services scheduled to be delivered after the effective date of such termination. SBBC has no liability for any property left on SBBC's property by any party to this Agreement after the termination of this Agreement. Any party contracting with SBBC under this Agreement agrees that any of its property placed upon SBBC's facilities pursuant to this Agreement shall be removed within ten (10) business days following the termination, conclusion, or cancellation of this Agreement and that any such property remaining upon SBBC's facilities after that time shall be deemed to be abandoned, that title to such property shall pass to SBBC, and that SBBC may use or dispose of such property as SBBC deems fit and appropriate.

3.6 **Compliance with Laws**. Each party shall comply with all applicable federal, state and local laws, SBBC policies, codes, rules, and regulations in performing its duties, responsibilities, and obligations pursuant to this Agreement.

3.7 **Place of Performance**. All of SBBC's obligations under the terms of this Agreement are reasonably susceptible of being performed in Broward County, Florida and are payable and performable in Broward County, Florida.

3.8 **Governing Law and Venue**. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any disputes, controversies, or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted exclusively to the jurisdiction of the State courts of the Seventeenth Judicial Circuit of Broward County, Florida or to the jurisdiction of the United States District Court for the Southern District of Florida. Each party agrees and admits that the state courts of the Seventeenth Judicial Circuit of Broward County, Florida or the United States District Court for the Southern District of Florida has jurisdiction over it for any dispute arising under this Agreement.

3.9 **Entirety of Agreement**. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof is predicated upon any prior representations or agreements, whether oral or written.

3.10 **Binding Effect**. This Agreement is binding upon and inures to the benefit of the parties hereto and their respective successors and assigns.

3.11 **Assignment**. Neither this Agreement nor any interest herein may be assigned, transferred, or encumbered by any party without the prior written consent of the other party. There shall be no partial assignment of interests under this Agreement including, without limitation, the partial assignment of any right to receive payments from SBBC.

3.12 **Captions**. The captions, section designations, section numbers, article numbers, titles, and headings appearing in this Agreement are inserted only as a matter of convenience, have no substantive meaning, and in no way define, limit, construe, or describe the scope or intent of such articles or sections of this Agreement, nor in any way affect this Agreement and shall not be construed to create a conflict with the provisions of this Agreement.

3.13 **Severability**. If any one or more of the sections, paragraphs, sentences, clauses, or provisions contained in this Agreement is held by a court of competent jurisdiction to be invalid, illegal, unlawful, unenforceable, or void in any respect, such does not affect the remaining portions of this Agreement and the same remain in full force and effect as if such invalid, illegal, unlawful, unenforceable, or void sections, paragraphs, sentences, clauses, or provisions had never been included.

3.14 **Preparation of Agreement**. The parties acknowledge that they have sought and obtained whatever competent advice and counsel necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to herein expresses their mutual intent and the re-

sulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

3.15 **Amendments**. No modification, amendment, or alteration in the terms or conditions contained herein is effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by each party hereto.

3.16 **Waiver**. The parties agree that each requirement, duty and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. Any party's failure to enforce any provision of this Agreement is not a waiver of such provision or modification of this Agreement unless the waiver is in writing and signed by the party waiving such provision. A written waiver is only effective as to the specific instance for which it is obtained and is not a continuing or future waiver.

3.17 **Force Majeure**. Neither party is obligated to perform any duty, requirement, or obligation under this Agreement if such performance is prevented by fire, hurricane, earthquake, explosion, wars, sabotage, accident, flood, acts of God, strikes, or other labor disputes, riot or civil commotions, epidemics, pandemics, government regulations, and the issuance or extension of existing government orders of the United States, the State of Florida, or local county and municipal governing bodies, or by reason of any other matter or condition beyond the control of either party, and which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall a lack of funds on the part of either party be deemed Force Majeure.

3.18 **Rights and Remedies**. The duties and obligations imposed by this Agreement and the rights and remedies available thereunder are in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

3.19 **Survival**. All representations and warranties made herein, indemnification obligations, obligations to reimburse SBBC, obligations to maintain and allow inspection and audit of records and property, obligations to maintain the confidentiality of records, reporting requirements, and obligations to return public funds survive the termination of this Agreement.

3.20 **Agreement Administration**. SBBC has delegated authority to the Superintendent of Schools or her/his designee to take any actions necessary to implement and administer this Agreement.

3.21 **Counterparts and Multiple Originals**. This Agreement may be executed in multiple originals, and may be executed in counterparts, each of which is an original, but all of which, taken together, shall constitute one and the same Agreement.

3.22 **Authority**. Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom

he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement upon the date of the last signature below.

[THIS SPACE IS INTENTIONALLY LEFT BLANK; SIGNATURE PAGES FOLLOW]

FOR SBBC:

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

By: Debra Hixon
Debra Hixon, Chair

Date: 11-12-2025

ATTEST:

Dr. Howard Hepburn
Superintendent of Schools

Approved as to Form and Legal Content:

V Balkanski Digitally signed by V Balkanski Date: 2025.10.17 12:00:17 -04'00'

Office of the General Counsel

[THIS SPACE IS INTENTIONALLY LEFT BLANK; SIGNATURE PAGE FOLLOWS]

FOR VENDOR:

(Corporate Seal)

Valli Information Systems, Inc.
d/b/a Billing Document Specialists

ATTEST:

By: _____

Corporate Secretary Signature

-or-

Print Name: Brooks Ney

Title: Business Dev. Manager

_____

Witness Signature

Date: 10/15/2025

Print Name: _____

_____

Witness Signature

Print Name: _____

The Following Notarization is Required for Every Agreement Without Regard to Whether the Party Chose to Use a Secretary's Attestation or Two (2) Witnesses.

STATE OF Idaho
COUNTY OF Canyon

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 10/15/2025 (*date*) by Brooks Ney (*name of officer or agent, title of officer or agent*) of Valli Information Systems (*name of corporation acknowledging*), a Idaho (*state or place of incorporation*) corporation, on behalf of the corporation. He/she is ☒ personally known to me or has produced driver's license (*type of identification*) as identification and who did first take an oath this 15th day of October, 2025

My Commission Expires:

(SEAL)

ROBYN A. DEW
Comm. No. 20203444
NOTARY PUBLIC
Expires: 09/10/2026
STATE OF IDAHO

Robyn A Dew
Signature – Notary Public

Robyn A. Dew
Printed Name of Notary

20203444
Notary's Commission No.

BDS
BILLING DOCUMENT SPECIALISTS

QUOTE

915 Main St.
Caldwell, ID 83605
208-459-3611

TO:
The School Board of Broward County, Florida
7720 W Oakland Park Blvd.
Sunrise, FL 33351

Quote NUMBER 536524
Quote DATE October 14, 2025
Valid Until Date: 1/15/2026

QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
14,140	W2 1st Page - Combined with additional 1095 Page	1.20	$16,968.00
14,140	1095 Additional Page - Combined with W2	0.40	$5,656.00
4,096	W2 1st Page - Not Combined	1.20	$4,915.20
7,552	1095 1st Page - Not Combined	1.20	$9,062.40
		SUBTOTAL	36,601.60
		TAX	
		FREIGHT	
			$36,601.60 TOTAL

EXHIBIT A

DIRECT ALL INQUIRIES TO:

Billing Document Specialists
915 Main St.
Caldwell, ID 83605
sales@billingdoc.com
208-459-3611

Tim Beck — Authorized by
October 14, 2025 — Date

FIRST AMENDMENT TO AGREEMENT

THIS FIRST AMENDMENT TO AGREEMENT is made and entered into by and between:

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
(hereinafter referred to as "SBBC"),
a body corporate and political subdivision of the State of Florida,
whose principal place of business is:
600 Southeast Third Avenue, Fort Lauderdale, Florida 33301

and

VALLI INFORMATION SYSTEMS, INC.
D/B/A BILLING DOCUMENT SPECIALISTS
(hereinafter referred to as "VENDOR"),
a General Business Corporation of the State of Idaho,
having its principal place of business at:
915 Main Street, Suite 100-0, Caldwell, Idaho 83605

Each a "party" and together, the "parties"

RECITALS

A. **WHEREAS**, the parties entered into an Agreement for processing, printing, and delivery services of Internal Revenue Services ("IRS") Forms W-2, Wage and Tax Statement ("W-2") and 1095-C ("1095"), which commenced on December 17, 2025, and expires on December 16, 2026 (the "Agreement"), incorporated herein by reference; and

B. **WHEREAS,** the Agreement permits two (2) additional one-year extension periods; and

C. **WHEREAS,** the parties mutually desire to amend certain provisions of the Agreement and extend the Agreement term for a period of one (1) year, from December 17, 2026, through December 16, 2027, through this First Amendment to Agreement ("First Amendment").

NOW, THEREFORE, in consideration of the premises and of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. **Recitals**. The parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.

2. **Term of Agreement**. Pursuant to section 2.1 (Term of Agreement), the term of the Agreement is hereby extended from **December 17, 2026 through December 16, 2027**, unless terminated earlier pursuant to Section 3.5 (Termination) of the Agreement.

3. **Amended Provisions**. The parties hereby agree to the following amended provisions to the Agreement:

   a) Provision 2.24 is **added** to the Agreement by interlineation as follows:

      2.24 **Entities of Foreign Concern**. The provisions of this section apply if this Agreement provides access to an individual's personal identifying information, for purposes of Sections 287.138 and 501.171(g)(1), Florida Statutes. By execution of this Agreement, the undersigned authorized representative of VENDOR hereby attests under penalty of perjury as follows: VENDOR is not owned by the government of a foreign country of concern, is not organized under the laws of nor has its principal place of business in a foreign country of concern, and the government of a foreign country of concern does not have a controlling interest in VENDOR; and the undersigned authorized representative of VENDOR declares that they have read the foregoing statement and that the facts stated therein are true. Terms used in this section that are not otherwise defined in this Agreement shall have the meanings ascribed to such terms in Sections 287.138 and 501.171(g)1, Florida Statutes, as worded or may be amended hereafter. VENDOR's executed Attestation is incorporated herein by reference.

   b) Provisions 2.7, 2.10, 2.16, and 2.18, **replace** the respective provisions in the Agreement by interlineation as follows:

      2.7 **No Disclosure of SBBC Education Records**. SBBC shall not disclose any education records to VENDOR pursuant to this Agreement. However, should VENDOR come into contact with education records during the course of contracted responsibilities, these records are confidential and protected by the Family Educational Rights and Privacy Act (FERPA) and state laws and may not be used or re-disclosed. VENDOR's use or re-disclosure may violate applicable federal and state laws.

      2.10 **VENDOR Safeguarding the Confidentiality of Employee Records**.

         2.10.1 Privacy. Notwithstanding any provision to the contrary within this Agreement, VENDOR shall:

2.10.1.1 Fully comply with the requirements of state or federal law or regulation regarding the confidentiality of employee records; and

2.10.1.2 Hold the employee records in strict confidence and not use or disclose same except as required by this Agreement or as required or permitted by law; and

2.10.1.3 Only share employee records with those who have a need to access the information in order to perform their assigned duties in the performance of this Agreement; and

2.10.1.4 Notify the SBBC Privacy Officer immediately upon discovery of any actual or reasonably suspected hard copy breach of confidentiality of employee records, regardless of whether VENDOR has confirmed it or assessed its severity, by telephone at 754-321-1900, and email at privacy@browardschools.com; and take all necessary notification steps as may be required by federal and Florida law.

2.10.2 IT Security. Notwithstanding any provision to the contrary within this Agreement, VENDOR shall:

2.10.2.1 Protect employee records through administrative, physical and technological safeguards to ensure adequate controls are in place to protect the employee's records and information; and

2.10.2.2 Notify the SBBC Director of Information Security and Assurance immediately upon discovery of any actual or reasonably suspected electronic breach of confidentiality of employee records, regardless of whether VENDOR has confirmed it or assessed its severity, by telephone at 754-321-0300, and email at privacy@browardschools.com; and take all necessary notification steps as may be required by federal and

Florida law, including, but not limited to, those required by Section 501.171, Florida Statutes; and

2.10.2.3 Prepare and distribute, at its own cost, any and all required notifications, under federal and Florida Law, or reimburse SBBC any direct costs incurred by SBBC for doing so; and

2.11.2.4 Be responsible for any fines or penalties for failure to meet notice requirements pursuant to federal and/or Florida law.

2.10.3 The obligations under this section shall survive the termination of all performance required or conclusion of all obligations existing under this Agreement.

2.16 **Certification Regarding Scrutinized Activities**. Pursuant to Section 287.135, Florida Statutes, any contract with SBBC for goods or services of any amount entered into or renewed on or after:

1. July 1, 2018, may be terminated at SBBC's option if the awardee is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

2. July 1, 2025, may be terminated at SBBC's option if the awardee is found to have been placed on the Scrutinized Companies or Other Entities that Boycott Israel List or is en-gaged in a boycott of Israel.

Section 287.135(2)(a), Florida Statutes, prohibits a company or other entity from bidding on, submitting a proposal for, or entering into or renewing an Agreement for $100,000 or more if, at the time of contracting or renewal, the company or other entity is on the Scrutinized Companies or Other Entities that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel. Section 287.135(2)(b), Florida Statutes, further prohibits a company or other entity from bidding on, submitting a proposal for, or entering into or renewing an Agreement for goods or services over One Million Dollars and 00/100 Cents ($1,000,000.00) if, at the time of contracting or renewal, the company or other entity is on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in Iran Terrorism Sectors List, both created pursuant to Section 215.473, Florida Stat-

utes, or the company or other entity is engaged in business operations in Cuba or Syria. Entering into this Agreement constitutes certification by VENDOR that it is not listed on any of the following: (a) the Scrutinized Companies or Other Entities that Boycott Israel List, (b) Scrutinized Companies with Activities in Sudan List, or (c) the Scrutinized Companies with Activities in Iran Terrorism Sectors List. VENDOR further certifies that it is not engaged in a boycott of Israel or engaged in business operations in Cuba or Syria. VENDOR acknowledges that pursuant to Sec-tion 287.135, Florida Statutes, the submission of a false certification may subject it to civil penalties, attorney's fees, and/or costs. VENDOR further understands that any Agreement with SBBC for goods or services of any amount may be terminated at SBBC's option if VENDOR (a) is found to have submitted a false certification, (b) has been placed on the Scrutinized Companies or Other Entities that Boycott Israel List, or (c) is engaged in a boycott of Israel. And, in addition to the foregoing, if the amount of the Agreement is One Million Dollars and 00/100 Cents ($1,000,000.00) or more, the Agreement may be terminated at SBBC's option if VENDOR is found to have submitted a false certification, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in Iran Terrorism Sectors List, or has been engaged in business operations in Cuba or Syria.

2.18 **Public Records**. The following provisions are required by Section 119.0701, Florida Statutes, and may not be amended. VENDOR shall keep and maintain public records required by SBBC to perform the services required under this Agreement. Upon request from SBBC's custodian of public records, VENDOR shall provide SBBC with a copy of any requested public records or to allow the requested public records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law. VENDOR shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement's term and following completion of the Agreement if VENDOR does not transfer the public records to SBBC. Upon completion of the Agreement, VENDOR shall transfer, at no cost, to SBBC all public records in possession of VENDOR or keep and maintain public records required by SBBC to perform the services required under the Agreement. If VENDOR transfers all public records to SBBC upon completion of the Agreement, VENDOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records

disclosure requirements. If VENDOR keeps and maintains public records upon completion of the Agreement, VENDOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to SBBC, upon request from SBBC's custodian of public records, in a format that is compatible with SBBC's information technology systems.

IF A PARTY TO THIS AGREEMENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAP-TER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 754-321-2300, OPTION 5, RECORDREQUESTS@BROWARDSCHOOLS.COM, LEGISLATIVE AFFAIRS, PUBLIC RECORDS DIVISION, 600 SOUTHEAST THIRD AVENUE, FORT LAUDERDALE, FLORIDA 33301.

4. **Cost and Payment**.

a) Cost. Pursuant to Quote 60001 incorporated herein as **Exhibit A**, the total cost to SBBC for the commodities and/or services under this First Agreement is fixed at Thirty Six Thousand, Three Hundred Thirty-two, and 59/100 Dollars (**$36,332.59**).

b) Payment. Upon receipt of a proper and appropriate invoice from VENDOR, SBBC shall pay VENDOR for satisfactory commodities received and/or services rendered under First Amendment. SBBC shall make payment to VENDOR within thirty (30) calendar days after receipt of VENDOR'S invoice.

5. **Other Provisions Remain in Force**. Except as expressly provided herein, all other portions of the Agreement remain in full force and effect.

6. **Authority**. Each person signing this First Amendment on behalf of either party individually warrants that he or she has full legal power to execute this First Amendment on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this First Amendment.

IN WITNESS WHEREOF, the parties hereto have made and executed this First Amendment to Agreement upon the date of the last signature below.

[THIS SPACE IS INTENTIONALLY BLANK; SIGNATURE PAGES FOLLOW]

FOR SBBC:

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

By: _____
Sarah Leonardi, Chair

ATTEST:

Date: _____

_____
Dr. Howard Hepburn
Superintendent of Schools

Approved as to Form and Legal Content:

V Balkanski Digitally signed by V Balkanski Date: 2026.09.02 13:17:23 -04'00'
_____
Office of the General Counsel

[THIS SPACE IS INTENTIONALLY BLANK; SIGNATURE PAGE FOLLOWS]

FOR VENDOR:

(Corporate Seal)

VALLI INFORMATION SYSTEMS, INC.
D/B/A BILLING DOCUMENT SPECIALISTS

Signature: _____

Print Name: Tim Beck

Title: President

Date: 9/2/20

_____
Corporate Secretary Signature

-OR-

_____
Witness Signature

Heather Kortan
Print Name

-AND-

_____
Witness Signature

Robyn Dew
Print Name

[THIS SPACE IS INTENTIONALLY BLANK; EXHIBIT A FOLLOWS]

QUOTE

915 Main St.
Caldwell, ID 83605 208-459-3611

TO:
The School Board of Broward County, Florida
7720 W Oakland Park Blvd.
Sunrise, FL 33351

Quote NUMBER 60001
Quote DATE July 22, 2026
Valid Until Date: 1/14/2027

EST. Approval Date 1/14/2027

QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
14,260	W2 1st Page - Combined with additional 1095 Page	1.27	$18,110.20
14,260	1095 Additional Page - Combined with W2	0.40	$5,704.00
3,600	W2 1st Page - Not Combined	1.27	$4,572.00
6,257	1095 1st Page - Not Combined	1.27	$7,946.39
		SUBTOTAL	36,332.59
		TAX	
		FREIGHT	
			$36,332.59
			TOTAL

EXHIBIT A

DIRECT ALL INQUIRIES TO:

Billing Document Specialists
915 Main St.
Caldwell, ID 83605
sales@billingdoc.com
208-459-3611

Tim Beck — Authorized by
July 22, 2026 — Date

Status: ORIGINAL

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

2026-10-13	Regular School Board Meeting
CATEGORY:	O. Operations
DEPARTMENT:	Procurement & Logistics Operations

Agenda Item Number:	5.
Consent Item:	Consent
Special Order:	NO
Time for Special Order:	

TITLE:

AGR27-026 - Technical Industry Certification and Digital Tool Licensing (Certiport)

REQUESTED ACTION:

Approve the Agreement between The School Board of Broward County, Florida (SBBC), and NCS Pearson, Inc. d/b/a Certiport, with budget authority in the amount of $5,400,000. 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:

$5,400,000. Fund is included in the budget. Fiscal Years 2026-2029 Career, Technical, Adult, and Community Education (CTACE) CAPE funds/Perkins 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 Sep 29,

Electronic Signature
Form $4189 Revised 9/26
HH/JJS

Approved in Open Board Meeting On: October 13, 2026

By: _____
School Board Chair

For more information, please contact:
Name: Dr. Angela R. Fulton
Title: Deputy Superintendent
Phone: 754-321-2100

EXECUTIVE SUMMARY

AGR27-026 - Technical Industry Certification and Digital Tool Licensing (Certiport)

Board Meeting Date: October 14, 2026

Requested Action:
Approve the Agreement between The School Board of Broward County, Florida (SBBC), and NCS Pearson, Inc. d/b/a Certiport, with budget authority in the amount of $5,400,000.

General Information

The following information outlines the governing authority, districtwide implications, historical background, strategic alignment with the 2027 goals and guardrails, and the anticipated measurable outcomes and return on investment related to this agenda item.

District-zone Impact/Board Member: District-wide	
School Board Policy Requirement	• Not Applicable
Statutory Requirement	• Not Applicable
If the School Board votes "Yes"	• SBBC students and instructors will continue to have access to the Certiport's Industry Certification prep curriculum and Industry Certification testing platform, allowing students to earn Industry Certifications while increasing school acceleration. These certifications help students meet graduation requirements, qualify for Bright Futures scholarships, and provide opportunities for articulated post-secondary credit. Schools benefit through Career and Professional Education (CAPE) incentive funding tied to certification attainment, which is reinvested in Career and Technical Education (CTE) programs to expand resources and opportunities.
If the School Board votes "No"	• Students will not have access to Certiport's Industry Certification prep curriculum and Industry Certification testing platform, not allowing students to earn Industry Certifications and increasing school acceleration. Students would lose access to these certification opportunities, limiting their ability to meet graduation pathways, earn acceleration points, and qualify for scholarships that require industry credentials. Schools would lose associated CAPE funding connected to certification results, reducing their ability to reinvest in CTE programs. The District would also risk falling short of Perkins V performance targets, which measure CTE success by industry certification attainment and workforce readiness.

Alignment to the 2027 Strategic Goals and Guardrails	• Goal 4: College and Career Readiness • Guardrail 2: Equity
Measurable Outcome(s)/Return on Investment	• During the 2025–2026 School Year (SY), Broward middle and high schools earned 23,676 of their 30,807 industry certifications and digital tools through Certiport platforms. Continuing this Agreement will allow students to continue earning industry-recognized credentials. Students earned 1,577 Gold Seal Florida CAPE Scholarships from industry certifications in 2025-2026. CAPE Bonus funding generated over $16,000,000 from Certiport industry certifications for the 2025-2026 SY.

Background/History
Certiport, a business of NCS Pearson, Inc., is the certification and digital tool licensing provider that equips District students with the required skills to successfully complete industry certification exams. Products and services provided include teacher training, student practice platforms, and certification exams across multiple areas: Microsoft Office products, Adobe products, Intuit QuickBooks, AutoCAD products, IC3, Spark, CompTIA, Microsoft Specialist, IT Specialist, Unity, PMI, Knowledge Pillars, and ACA Test Prep. These resources are available District-wide in elementary, middle, high, and non-traditional 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:	Agreement Term: December 1, 2026, through November 30, 2029, with two additional one-year renewal periods.
Multi-Year Agreement:	Yes, a multi-year Agreement secures locked-in pricing for the initial three years of the Agreement, which will provide fiscal stability and will avoid any potential future rate increases.
Procurement Method:	**Piggyback Agreement** (Yes/No): No **Acquisition Method**: Pursuant to Purchasing Policy 3800, and 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, educational tests, computer software, and information technology.

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 fund is included in the budget.
2. Fiscal Years 2026-2029 – Career, Technical, Adult, and Community Education (CTACE) CAPE funds/Perkins Funds, which are restricted to Career and Technical Education program expenditures.

New / Current Requested Agreement Authority

Agreement Authority Terms	Length of Agreement Terms	Total Agreement Amount
12/1/2026 -11/30/2029	3 years	$5,400,000

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	Carl D. Perkins Secondary Grant CAPE Funds	$1,050,000	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	Carl D. Perkins Secondary Grant CAPE Funds	$1,800,000
FY29	12 months	Carl D. Perkins Secondary Grant CAPE Funds	$1,800,000
FY30	5 months	Carl D. Perkins Secondary Grant CAPE Funds	$750,000

Impact on Schools	By passing industry certifications, students receive an industry-recognized credential, which may lead to a CAPE Gold Seal scholarship, articulated college credit, and accelerated status. Schools will receive CAPE Bonus funding for both industry certification and digital tools attainment by students enrolled in career and technical education courses. Industry certification attainment contributes to school acceleration scores, which impact school grades.
School Selection /Prioritization	All elementary, middle, and high schools will have access to utilize the testing platforms and associated test prep materials for students based on enrollment in career and technical education courses and pathways.
Community/	Not Applicable

Stakeholder Engagement	
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 COUNTRY PUBIC SCHOOLS

FINANCIAL ANALYSIS WORKSHEET

BID INFORMATION			
New Bid # (Ex: 10-004R):	AGR27-026	**Preparation Date:**	September 14, 2026
Previous Bid # (Ex: 10-004R):		**Buyer/PA:**	MICHAEL SCOTT
New Bid Award Total:	$5,400,000	**Bid Title:**	Technical Industry Certification and Digital Tool Licensing - Certiport
Previous Award Total:			
Bid Type:	NEW AGREEMENT		
Previous Bid Term (Start Date):	12/1/2026	**New Bid Term (In Months):**	
Previous Bid Term (End Date):	11/30/2029	**# of Months Into Bid:**	

SPEND REPORTING	
Purchase Order(s) Spend:	
P Card Purchases:	
Total Invoiced-to-Date Amount (PO + Pcard Purchases):	
Average Monthly Expenditure:	
Unused Authorized Spending:	
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	2715097810	**Name** (First & Last)	Maria D. Formoso
Fund	1000	**Title**	Director
Functional Area	5103630620000000	**Department/School Name**	Career Technical & Adult Community Education (CTACE)
Commitment Item	53690000/551300000	**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:	9/14/2026

All information included in this summary is based on the preparation date listed above and may change at any time beyond that date.

CERTIPORT AUTHORIZED TEST CENTER AGREEMENT

This CERTIPORT AUTHORIZED TEST CENTER AGREEMENT (the "Agreement"), by and between Certiport®, a business of NCS Pearson, Inc., a corporation organized under the laws of the State of Minnesota, United States of America, having its principal offices at 5601 Green Valley Drive, Bloomington, Minnesota, 55437 ("Certiport"), and The School Board of Broward County, Florida, having its principal offices at 600 SE Third Avenue, 7th Floor, Fort Lauderdale, Florida 33301 ("Company" or "SBBC") recognized hereinafter as a "CATC," is executed as of the last date signed below but shall become effective on December 1, 2026.

WHEREAS, Certiport is an independent provider of educational, assessment and certification programs and related products and services; and

WHEREAS, Company owns and operates a testing center with facilities that meet Certiport's testing center technical requirements, as well as the CATC Guidelines, Policies, and Procedures described in Exhibit A and Company desires to have its facility recognized and appointed by Certiport as a "CATC" in the Territory and/or Sector(s) as described in Exhibit B; and

WHEREAS, Pursuant to the Department of Education, Rule 6A-1.012, 11(b), Florida Administrative Code as authorized by Section 1010.04(4)(a), Florida Statues, and Section III.D., School Board Policy 3800, the requirement for requesting competitive solicitation for commodities or contractual services from three or more sources is hereby waived as for the Company's purchase of educational services.

NOW, THEREFORE, the parties agree as follows:

1. Definitions. The following terms shall have the following meanings for the purpose of this Agreement:

1.1. "Assessment Exam" means any test that is intended to measure the skill, knowledge, intelligence, capacity or aptitude of the Examinee with respect to the subject matter thereof.

1.2. "CATC" means Certiport Authorized Test Center, a party authorized pursuant to a license granted by Certiport to act as a testing center under the name "CATC" to administer the Certiport Pathway Solutions and Methods.

1.3. "CATC Policies, Guidelines and Procedures" or "the Guidelines" are minimum standards that Certiport requires all CATCs meet and which are designed to ensure that Examinees are afforded the best possible training and examination environment, as further described in **Exhibit A**.

1.4. "CATC Requirements" means minimum technical requirements (as set forth at https://certiport.pearsonvue.com under Support) and standard required by Certiport to be possessed by CATCs in order to ensure an appropriate and effective education and testing

environment for Examinees. Certiport reserves the right to change the CATC Requirements set forth at https://certiport.pearsonvue.com. under Educator resources. Any changes to the terms, conditions of this Agreement and any obligations of SBBC hereunder shall require written notice and mutual written agreement between both parties.

1.5. "Certification Exam" means a proctored certification examination intended, if passed, to attest to the competence of the Examinee with respect to the subject matter thereof.

1.6. "Certiport Authorized Distributor" or "Distributor" means Certiport Authorized Resellers and/or Certiport Authorized Solution Providers.

1.7. "Certiport Authorized Reseller" means a company that meets the criteria for country-level sales, and marketing of Certiport Pathway Solutions & Methods to customers.

1.8. "Certiport Authorized Solution Provider" means a company that meets the criteria for country-level sales, marketing, training and support of Certiport Pathway Solutions & Methods to customers.

1.9. "Certiport Authorized Test Center Agreement" means the agreement between Certiport and a CATC authorizing the CATC to administer and deliver Assessment Exams and Certification Exams using the "CATC" name.

1.10. "Certiport Exam Proctor" or "Proctor" means an individual who shall be trained by the CATC to be responsible for ensuring that Exams are conducted according to Certiport's standards.

1.11. "Certiport Pathway Solutions & Methods" or "Pathway Solutions & Methods" means the Certiport Products and Services as well as the training materials, systems training, operation and installation methodologies related to the Programs and/or Certiport Products and Services.

1.12. "Certiport Products and Services" or "Products or Services" means the Training Materials, the Certification Exams, the Assessment Exams, the Practice Tests, and related products and services developed or distributed by Certiport from time to time.

1.13. "Certiport Technology" is defined as, without limitation, all intellectual property including patents, trademarks, media, software, business plans or methods, customer lists, Training Materials and Certiport Products and Services developed and owned or licensed by Certiport. As between the parties, Certiport has and shall retain exclusive ownership of all rights, title, and interest in and to Certiport Technology. Company acknowledges and agrees that it does not have any right, title or interest, and will not claim any, in or to the Certiport Technology or any derivative work based thereon, and that this Agreement does not create or vest in it any right, title or interest in the Certiport Technology, or any derivative work based thereon. Certiport expressly reserves all rights in the Certiport Technology not expressly granted to Company in this Agreement.

1.14. "Dispute" has the meaning set forth in Section 18.

1.15. "Effective Date" means the date set forth in Section 2 (Term) below.

1.16. "Exam Expiration Date" means the last date on which an Exam within a particular Program may be administered by a CATC.

1.17. "Examinee" means the end-user of the Certiport Pathway Solutions & Methods.

1.18. "Exams" means Certification Exam(s) and/or Assessment Exam(s).

1.19. "Personal Data or Examinee Personal Data" means any information relating to an identified or identifiable Examinee.

1.20. "Practice Tests" means Certiport-owned or licensed products that prepare Examinees for Certification Exams by simulating the look, feel, timing, and scoring of Certification Exams.

1.21. "Processing" means any operation or set of operations which is performed upon Examinee Personal Data, whether or not by automatic means, such as collection, use, recording, organization, storage, retrieval, or disclosure by transmission, ("Process", "Processes" and "Processed" shall have the same meaning).

1.22. "Programs" means the Certification Exam and/or Assessment Exam product groupings that Company has elected to participate in through Certiport's internet application process.

1.23. "Program Sponsors" means any company or organization which Certiport represents, including Certiport itself, for the purposes of developing and/or selling Certiport Products and Services. Program Sponsors are the organizations that determine the purpose and means of the Processing of Examinee Personal Data and have established certain levels of education, training and/or testing experience necessary to qualify for a specified certification and who have contracted with Certiport to provide electronic testing services to Examinees who are seeking to demonstrate those qualifications. In addition, Certiport delivers computer-based Exams on behalf of itself and may be, from time to time, the Program Sponsor or data controller and a data processor.

1.24. "Renewal Term" has the meaning set forth in Section 2.

1.25. "Sector" means the market sectors described in **Exhibit B** attached hereto and hereby incorporated by this reference.

1.26. "Software" means all software provided by Certiport to the Certiport Authorized Distributor, or to CATCs in the Territory, including without limitation, Console 8™, Compass™, Certification Pathways System, and other software related to the delivery and administration of Certiport Products and Services.

1.27. "Support Staff" has the meaning set forth in Section 7.

1.28. "Territory" means the geographic area described in Exhibit B attached hereto and hereby incorporated by this reference.

1.29. "Training Materials" means any materials in electronic or paper format used for either teaching Examinees the skills covered in Certiport Products and Services, or for training CATC employees how to effectively use and incorporate Certiport Pathway Solutions & Methods.

1.30. "Data Incident" The loss of, or attempted or successful unauthorized access, use, disclosure, modification, or destruction of, any Examinee Personal Data, other Certiport materials, or any information system that hosts or otherwise processes Examinee Personal Data.

2. Term. The term of this Agreement commences on December 1, 2026 ("Effective Date") and concludes on November 30, 2029, unless terminated earlier pursuant to the Termination section of this Agreement and, upon the approval of both parties in writing in the form of an Amendment to this Agreement executed by both parties, may be extended for two (2) additional one (1) year periods. Nothing in this Agreement shall be interpreted as requiring either party to renew or extend this Agreement.

3. License. Certiport hereby grants to Company a limited, non-exclusive, non-transferable, non-sublicensable, non-assignable license and right to hold itself out to the general public as a CATC, subject to the terms and conditions of this Agreement. Company agrees to, in all instances, abide by the terms of Certiport's Branding Guidelines attached hereto as **Exhibit C**, and in the event that certain Program Sponsors require Company to do so, Company agrees to execute and abide by that Program Sponsor's logo license agreement.

4. No Authority of Company. This Agreement does not constitute and shall not be construed as constituting a partnership, franchise, agency or joint venture between Company and Certiport. No party shall have any right to obligate or bind the other party in any manner whatsoever. All personnel of Company, including full and part-time employees and independent contractors, are and shall be considered employees or agents of Company, as applicable. Company assumes sole and full responsibility for their acts and omissions as such acts and omissions may impact Certiport. Company shall at all times during the term of this Agreement maintain such supervision, direction and control over its personnel and shall be solely responsible for the payment to its personnel of the salaries and other compensation and matters relating thereto (including, if applicable, the withholding and/or payment of all Federal, State and local income, unemployment, social security, and other payroll taxes), workers' compensation, disability benefits and all other additional legal requirements of like nature applicable to such personnel.

5. Duties of Company.

5.1. General Business Conduct. Company agrees to conduct business in a manner that reflects favorably at all times on the Certiport Products and Services and the reputation of Certiport and, in connection therewith, not to engage in deceptive, misleading, illegal, or unethical conduct that is or might be detrimental to Certiport or to the Products or Services. Should Company fail to abide by the Guidelines, and/or engage in conduct that reflects unfavorably upon and threatens the

name, goodwill, reputation or image of Certiport or any of its affiliates, such conduct shall constitute a breach and shall entitle Certiport to terminate this Agreement pursuant to Section 16.1.

5.2. Territory, Sector, Product Restrictions. Company understands and agrees that it shall serve only the Territory and Sectors(s) referenced in Exhibit B and no other without the prior written consent of Certiport. Breach of this provision shall entitle Certiport to terminate this Agreement pursuant to Section 16.1.

5.3. Compliance with CATC Policies. Company understands and agrees that it must meet the standards set forth in "CATC Policies, Guidelines and Procedures" attached hereto as Exhibit A and incorporated herein by reference. Company understands that the Guidelines are designed by Certiport to ensure an appropriate environment for delivery of the Certiport Products and Services and to protect the reputation of Certiport, and Company's agreement to obey the Guidelines is a material inducement to Certiport to enter into this Agreement with Company. Certiport may amend Guidelines that do not materially alter SBBC's obligations. Any amendment that materially changes SBBC's obligations under this Agreement shall require a written amendment executed by both parties. Company's failure to comply with the Guidelines shall entitle Certiport to terminate this Agreement pursuant to Section 16.1.

5.4. Order Procedure, Price, Payment. Company shall purchase Certiport Products and Services only from Certiport via the Certiport web portal, or if the Certiport web portal is not accessible, by telephone or by email; or from Company's designated Certiport Authorized Distributor recognized by Certiport as operating within the territory and/or sector(s) in which Company operates. Once purchased, Company is not entitled to a refund of the purchase price of any Exam.

5.4.1. Price. The price for all Certiport Products and Services shall be as stated on the Certiport web portal. Certiport may modify, in its sole discretion, pricing of Certiport Products and Services upon thirty (30) days' advance notice to Company.

5.4.2. Payment Terms. When ordering from Certiport directly, Company shall pay for Certiport Products and Services by authorizing Certiport to charge a credit card of Company, or by wire transfer of funds to a bank selected by Certiport. Company shall pay the purchase price for Certiport Products and Services in U.S. Dollars. Company shall pay for all Certiport Products and Services upon purchase, unless Certiport, in its sole discretion, has granted other payment terms to Company. If Company fails to pay said amounts when due, Company shall pay to Certiport a late fee equal to two percent (2%) per month of the unpaid amount. Certiport may deny Company access to Certiport Products and Services for which payment is past due whether purchased from Certiport, or Company's designated Certiport Authorized Distributor.

5.4.3. 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.

5.5. Identification. In all materials generated and published by the Company to market Certiport Products and Services, and in all physical locations used by Company to deliver Certiport Services, Company agrees to identify itself as a "CATC" with clarity and in accordance with the reasonable instructions of Certiport, and abiding by all logo usage provisions of this Agreement, as amended by **Exhibit C** hereto. Locations and publications as referenced herein include, but are not limited to: commercial listings, directories, stationery, collateral, websites, business cards, advertisements, and office facilities.

5.6. Organizational Summary. Within the first two weeks of each calendar quarter, and immediately upon responsible party contact changes, Company shall update any organizational and contact details that may have changed and which include, but are not limited to: corporate name, corporate owners, address, main telephone number, website URL, test center administrator, IT manager, marketing manager, sales manager, Certified Professional Instructor, or Authorized Instructor, and any additional relevant employee names and their responsibilities as appropriate. (The complete set of required organizational data is found on the Certiport website under the "Contacts" sub-tab found in the "Org Profile" tab while logged in using the Organization Administrator role.) Furthermore, Company agrees to add the contact details of new full-time employees who will be organizational contact points to Company's organizational details on the Certiport website upon their hire.

6. Promotional Material; Advertising. Company agrees to use, in advertising and promoting the Certiport Products and Services, only those materials approved by Certiport in compliance with Program Sponsor marketing and logo usage guidelines. Should Company wish to use Program Sponsor logos, Company shall notify Certiport and shall sign the Logo License Agreement provided by Program Sponsor prior to using any such logos. Company warrants that it will not use any Program Sponsor's logo without first executing a logo license agreement. Failure to abide by these terms will constitute a breach and result in termination as set forth in Section 16.1.

7. Support Functions. Company agrees to ensure that personnel having appropriate skills ("Support Staff") are provided to fulfill Company's duties hereunder. Support Staff may include employees of Company and/or independent contractors of Company. In particular:

7.1. Certiport Systems Administrator. Company agrees, when the resource to train individuals in the Company's primary local language is made available by Certiport, to have at least one Certiport System Administrator trained on Certiport's systems in the primary local language of the Territory in which the CATC is located.

7.2. Certiport Exam Proctor. Company agrees, when the resource to train individuals in the Company's primary local language is made available by Certiport, to have at least one Certiport Exam Proctor trained on Certiport's systems in the primary local language of the Territory in which the CATC is located.

7.3. CATC Support. Company agrees to maintain Support Staff that is competent to answer and to use its best efforts to answer, all inquiries from Examinees regarding the Software and/or Certiport Products and Services.

7.4. Advice to Certiport. Company agrees to advise and escalate to Certiport promptly concerns about any material information that may come to Company's attention regarding the Certiport Products and Services, including without limitation, charges, complaints, or claims by Examinees and others about the Software and/or Certiport Products and Services.

7.5. Parental Consent Form. Before allowing an Examinee under the age of 18 to register and take an Exam, Company shall require the parent/legal guardian of the Examinee to complete and sign a Parental Consent Form. Completed Parental Consent Forms found in **Exhibit D** must be retained by Company and made available to Certiport upon request.

8. Processing of Examinee Personal Information. Certiport and Company have agreed to the following requirements for the processing of Examinee Personal Data in order to adduce adequate safeguards with respect to the protection of privacy and fundamental rights and freedoms of individuals for the transfer of Examinee Personal Data by the Company to Certiport and for the transfer of Examinee Personal Data by Certiport to the Company.

8.1. Company agrees and warrants:

8.1.1 On behalf of the Program Sponsor and Certiport (when acting in the capacity as the Program Sponsor), Certiport instructs Company to process Examinee Personal Data (as applicable) for the purposes of (a) Examinee test registration and scheduling, and (b) transmission of Examinee Personal Data to Certiport. Such processing shall continue for the duration of the CATC Agreement. Types of Examinee Personal Data may include Examinee name, address, identification, test scores; and all other Examinee Personal Data as directed by Certiport.

8.1.2 Company will process the Examinee Personal Data only on behalf of Certiport and its Program Sponsors in compliance with Certiport's instructions and as set forth in this Agreement; if Company cannot comply for whatever reasons, Company agrees to promptly inform Certiport of its inability to comply, in which case Certiport may suspend all Services provided by Company.

8.1.3 Company confirms that it has no reason to believe that it is prevented, for any reason, from fulfilling its obligations under the Agreement. In the event that Company becomes aware that it is prevented from fulfilling its obligations under the Agreement, Company will promptly notify Certiport, and Certiport may have the right to immediately suspend all Services being provided by Company and Certiport may, in its sole discretion, terminate this Agreement.

8.1.4 Notwithstanding anything in the Agreement, Company confirms that it has implemented and will maintain appropriate organizational, administrative, physical, and technical security measures (collectively "technical and organizational security measures") for the protection of Examinees Personal Data against accidental or unlawful destruction or accidental loss, alteration, unauthorized disclosure or access and against all other unlawful forms of processing. Such implementation shall include privacy policies that are consistent with, and no less restrictive and protective of personal data than the principles and policies set forth in the Pearson VUE Privacy and Cookies Policy posted at http://www.pearsonvue.com/legal/privacy, as such Pearson policy may be amended by Pearson from time to time. In addition, for Exams

delivered in the United States, Company shall comply with the Student Privacy Pledge in the delivery of Certiport Exams.

8.1.5 Company shall ensure that all Company personnel authorized to Process Examinee Personal Data are obligated to keep Examinee Personal Data confidential.

8.1.6 To work in good faith and respond properly to all inquiries from Certiport relating to Company's processing of Examinee Personal Data subject to the transfer and to abide by the advice of the supervisory authority with regard to the processing of the Examinee Personal Data transferred.

8.1.7 Company understands, acknowledges, and agrees that Examinees will be entitled to take action, against Company, as limited to Company's own processing activities, and to receive compensation from Company arising out of (i) a breach by Company due to Company's violation for not complying with instructions received by Company from Certiport, (ii) Company's violation of applicable international and data protection laws; (iii) failure by Company to implemented or maintain technical and organizational security measures as described in the Agreement; (iv) failure by Company to promptly notify Certiport about any legally binding request for disclosure of Personal Data by law enforcement unless otherwise prohibited, such as a prohibition under criminal law to preserve the confidentiality of a law enforcement investigation; (v) any accidental or unauthorized access to Examinee Personal Data; and (vi) failure by Company to disclose promptly to Certiport a request received directly from an Examinee, unless Company has been otherwise authorized to handle (collectively "third party beneficiary rights").

8.1.8 The Company agrees that if the Examinee invokes against it third-party beneficiary rights and/or claims compensation for damages under the Agreement, the Company will accept the decision of the Examinee: (a) to refer the dispute to mediation, by an independent person or, where applicable, by the supervisory authority; (b) to refer the dispute to the courts in the jurisdiction in which the Program Sponsor or Certiport (in the role of the Program Sponsor) is established. The parties agree that the choice made by the Examinee will not prejudice its substantive or procedural rights to seek remedies in accordance with other provisions of national or international law.

8.1.9 Where requested, the Company shall provide assistance as requested by Certiport and the Program Sponsor in connection with this Agreement, including, but not limited to, notifying the appropriate parties of an Examinee Personal Data breach, or, carrying out a data protection impact assessment.

8.1.10 The parties agree that on the termination of its data-processing services, the Company shall, at the choice of the Certiport, return, if any, all Examinee Personal Data transferred and any and all copies thereof to Certiport or Company shall destroy all of the Examinee Personal Data and certify to Certiport that it has done so, unless legislation imposed upon Company prevents it from returning or destroying all or part of the Examinee Personal Data transferred. In that case, the Company warrants that it will guarantee the confidentiality of the Examinee Personal Data transferred and will not actively process Examinee Personal Data transferred anymore.

8.1.11 The Company shall provide all reasonable and timely assistance (including by appropriate technical and organizational measures) to Certiport (at its own expense) to enable Certiport to respond to:

8.1.11.1 any request from a data subject to exercise any of its rights under any applicable data protection laws (including its rights of access, correction, objection, erasure, and data portability, as applicable); and

8.1.11.2 any other correspondence, inquiry, or complaint received from a data subject, regulator, or other third party in connection with the processing of the Examinee Personal Data.

8.1.11.3 In the event that any such request, correspondence, inquiry, or complaint is made directly to the Company, the Company shall promptly inform Certiport providing full details of the same;

8.1.12 The Company shall comply with all applicable data privacy and data protection laws (including, but not limited to, the EU General Data Protection Regulation) relating to Company's obligations under the Agreement.

8.1.13 Notify Certiport immediately of any Data Incident or any other breach of the requirements herein, including details regarding the measures Company has taken to promptly remedy the breach and any further information and support that Certiport may reasonably require. Company shall further take all such measures and actions as are necessary to remedy or mitigate the effects of the Data Incident and shall keep Certiport up-to-date about all developments in connection with the Data Incident.

8.1.14 Certiport adheres to the principles of the EU-U.S. Data Privacy Framework (DPF) as written by the U.S. Department of Commerce and Certiport complies with the U.S. Department of Commerce Swiss-U.S. Data Privacy Framework principles. In addition, Company agrees to follow the principles of the DPF and the Swiss-U.S. Data Privacy Framework principles.

9. <u>Compliance with Law</u>. Company agrees:

9.1. to conduct its business operations in accordance with all applicable United States and local laws and regulations, including without limitation the U.S. Foreign Corrupt Practices Act, 15 U.S.C. §§ 78dd-1, et seq., any local laws, and the United Kingdom Bribery Act.

9.2. it shall (a) conduct business in conformance with sound ethical standards of integrity and honesty; (b) conduct business in such a way as to not give the appearance of impropriety, even when the behavior or activity is in compliance with the law; (c) not achieve business results by illegal acts or unethical conduct; (d) prohibit Company's Support Staff and other employees, agents and subcontractors from offering, paying or authorizing financial, and/or any other item of value or other advantage to be given to any official or employee of any government or political party, political candidates, employees of government enterprises or any other person or entity, with knowledge or a reason to believe that such payment or promise to pay

will be made to any government official (each, an Official) for the purposes of (i) obtaining an improper business advantage; (ii) influencing such Official to take, or not to take, any action or decision; or (iii) inducing such Official to use his or her influence to affect any act or decision of a government.

9.3. it will not improperly influence, directly or indirectly, the sale of Certiport Products and Services by payments or other actions contrary to law or regulation.

9.4. that no government official who is a principal, owner, officer, employee or agent of any entity in which Company has an interest will be involved in or used to influence the sale or purchase of the Certiport Products and Services, and no government official has any financial interest in the sale or purchase of the Certiport Products and Services.

9.5. to provide employees and any contracted individuals engaged by Company with a work environment free of coercion and harassment.

9.6. to comply with the Export Administration Act which: (a) requires a license from the United States government prior to export or re-export of any materials, product or technical information; (b) requires compliance with destination restrictions; and (c) prohibits certain acts in furtherance of foreign boycotts.

9.7. to comply with all applicable laws, regulations and standards (including, but not limited to, the United States Office of Foreign Asset Control ("OFAC") regulations, Specially Designated Nationals or Blocked Persons ("SDN") list or similar federal, state or other countries legislation on international trade law, and the Americans with Disabilities Act or similar federal, state or other countries disability or human rights laws).

9.8. In the event of any demonstrable breach by Company of any of its representations, warranties, or provisions of Section 9, Certiport may, in its sole discretion, in addition to any other remedy provided herein or otherwise provided by law, immediately terminate this Agreement without notice or indemnity and in such event, Company shall forever forfeit all rights to all fees and commissions which shall accrue and/or have been earned which have not been paid as of the date of such termination.

10. Competition; Circumvention. During the term of this Agreement, and for six (6) months after this Agreement is terminated, Company agrees that it will not, directly or indirectly, develop, administer, sell or license products or services that compete with the Certiport Products and Services to any person or entity for any purpose, in the Territory and Sector described in Exhibit B. Further, during the term of this Agreement and for six (6) months thereafter, Company agrees that it will not, directly or indirectly, buy or lease, as the case may be, any products or services that are the same as or similar to the Certiport Products and Services, from any of the Program Sponsors or third-party vendors for which Certiport provides the Certiport Products and Services to Company pursuant to this Agreement, and will take no action, whether directly or indirectly, by any medium of contact whatsoever, to circumvent or interfere in any manner with any relationship, opportunity or advantage that Certiport may have established with the Program

Sponsors or third-party vendors, or interfere in any manner whatsoever with the business of Certiport.

10.1. Knowledge Pillars Direct Contracting and Purchase Rights. Notwithstanding anything to the contrary in this Agreement, including without limitation Section 10, nothing in this Agreement shall restrict, prohibit, or limit SBBC's right to enter into a separate direct agreement with Knowledge Pillars Education, Inc., or to purchase products or services directly from Knowledge Pillars Education, Inc. For clarity, SBBC may access Knowledge Pillars WordPress-related offerings through Certiport where Certiport is authorized to provide such access. SBBC may also access additional Knowledge Pillars web development, coding, AI, cyber defense, and other IT titles through a Knowledge Pillars District License Solution if SBBC meets the applicable purchase minimums, license scope, and licensing terms. If SBBC does not qualify for or purchase the applicable District License Solution through Certiport, then access to Knowledge Pillars products and services outside the WordPress-related offerings available through Certiport must be purchased directly from Knowledge Pillars under a separate agreement. Any such direct agreement or direct purchase shall not be deemed a breach of this Agreement, a circumvention of Certiport, or interference with any Certiport relationship.

11. No Purchase or Sales Outside Territory or Sector(s). Company shall not purchase or sell Certiport Products or Services outside the Territory, or Sector(s) specified in Exhibit B as described in Section 5.2 above.

12. Use of Certiport Products and Services.

12.1. License of Software. Certiport hereby grants to Company a limited, non-transferable, non-exclusive, license to use the Software for the sole purpose of operating its CATC in accordance with this Agreement. Company shall, upon expiration or termination of this Agreement, promptly return or destroy all copies of the Software and all related documentation in its possession.

12.2. Site License Usage Terms. If Company purchases any site licenses made available by Certiport as part of the Certiport Products and Services ("Site License"), Company agrees to comply with the following additional terms:

12.2.1. Site Licenses will become effective upon purchase and will continue for a period of twelve (12) months. Site Licenses will not automatically renew or extend, and any future Site Licenses must be purchased separately. Notwithstanding the foregoing, should this Agreement terminate or expire prior to the end of any applicable Site License term, the Site License will terminate as of the date that this Agreement terminates or expires, and no refunds or pro-rated fees will be provided to Company.

12.2.2. Certification Exams purchased under a Site License must be delivered on computers physically located at Company's Certiport Authorized Test Center. A single Site License is valid for one (1) physical location. Company is prohibited from delivering Certification Exams under a single Site License at more than one (1) physical location, which includes any remote access from outside of the physical location.

12.2.3. Company may deliver Certification Exams under a Site License solely to those Examinees that are retained by Company as employees or formally enrolled as students at Company's institutions. Post-secondary academic institutions, vocational or technical institutions, and other similar regional academic institutions (collectively "Higher Ed Institutions") may not use a Site License to administer Certification Exams to any Examinee from a middle school, high school, or other secondary academic institution who is dual-enrolled at the Higher Ed Institution, unless such secondary academic institutions have also purchased a Site License.

12.2.4. Company understands that any certificates achieved by Examinees under the Site License will be provided to such Examinees by Certiport solely through electronic means.

13. Protection of Certiport Technology. Company shall not re-engineer, reverse engineer, or manipulate in any way, Certiport Technology without express prior written permission from Certiport. Company shall not provide access to Certiport Technology to any other party for the purposes of re-engineering, reverse engineering, copying or manipulation in any manner. Other than as licensed herein, Certiport shall retain all right, title and interest to Certiport Technology and any modification, enhancement, localization or extension of the Certiport Technology developed by Company during the term of this Agreement. Certiport hereby prohibits Company from disassembling, reproducing, modifying, or creating derivative works based on the Certiport Technology. Company shall not be entitled to use Certiport Technology for internal purposes except as specifically permitted by this Agreement. To the extent that Company may be deemed to have any ownership interest in or to the Certiport Technology, Company hereby assigns and transfers to Certiport all such rights, title, and interest that Company may have in such materials. Certiport also prohibits sublicensing or assigning the rights of Certiport Technology without written consent from Certiport. Any violation of this Section 13 shall constitute a breach of this Agreement and result in termination pursuant to Section 16.1.

14. Limited Warranty; Limited Remedies. Certiport makes no warranty concerning the Software or the Certiport Products and Services or any other services or goods provided under this Agreement, and Certiport hereby disclaims all implied warranties with respect thereto, including without limitation any implied warranty of merchantability, fitness for a particular purpose or non-infringement. Certiport shall not be liable to the Company for any indirect, incidental, or consequential damages or damages from lost profits or lost use, even if Certiport is advised as to the prospect of the same. Further, Certiport shall not be liable to Company for any damages arising out of a breach of this Agreement for any amount greater than the average monthly amount paid during the term hereof to Certiport by Company.

15. Ownership, Use, and Protection of Examination Data. As between Certiport and its Program Sponsors and Company, Certiport and its Program Sponsors shall be the sole owners of all results of all Certification Exams and Assessment Exams, all data regarding Examinees and all compilations of the foregoing, and Company shall not have any interest therein. Company shall, at the request of Certiport, surrender to Certiport any such results and information. Company shall not use any such results, data or compilations, or disclose the same, for any purpose. Company shall also be responsible for the protection of Examinee's personal data and Certiport specifically disclaims any liability for breaches of Company's obligations to protect such personal data.

Certiport suggests that Company not request that Examinees provide Company with national identity numbers (such as Social Security numbers), but instead create unique identifying numbers for Examinees. Nothing herein transfers ownership of SBBC education records or employee records. Certiport shall retain ownership of examination content, certification methodologies, and certification records created through the Certiport platform.

16. Termination.

16.1. By Either Party for Breach. This Agreement may be terminated for cause at any time, without limiting any party's other rights or remedies, upon written notice identifying with specificity the cause if either party commits a breach of this Agreement and if such breach continues un-remedied for a period of ten (10) days after receipt by the other party of written notice thereof. Within three (3) days after receipt of a written notice to cure a breach, the breaching party must provide the non-breaching party with a written detailed response that identifies how the breaching party will cure the breach within the ten (10) day time frame provided above. Should the breaching party fail to provide the written response within three (3) days as is required; the non-breaching party shall have the right to immediately terminate this Agreement. Further, this Agreement may be terminated if either party: (i) has a receiver appointed for itself or its property; (ii) makes an assignment for the benefit of its creditors; (iii) any proceedings are commenced by, for or against either party under any bankruptcy, insolvency or debtor's relief law seeking a reorganization of such party's debts and such proceedings are not dismissed within ninety (90) days of their commencement; or (iv) either party is liquidated or dissolved.

16.2. By Certiport. Certiport may terminate this Agreement at any time, on thirty (30) days' written notice to Company. In addition, Certiport may, upon written notice to Company, terminate or alter this Agreement at any time as to any Products or Services, if any agreement between Certiport and any third party relating to the Certiport Products and Services is terminated, substantially changed, or modified. Furthermore, Certiport may, in its sole discretion and upon written notice to Company, remove specific Products or Services available for purchase or delivery by Company.

16.3. 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.

16.4. Duties of Company upon Termination. Upon termination, Company shall immediately cease holding itself out as a CATC, stop administering any Exams, remove all references to images and logos representing or relating to Certiport or to the Certiport Products and Services from any Company website, printed material, or retail storefront operated by Company. Further, if prior to termination Certiport has, pursuant to Section 5.6.2, granted payment terms to Company which permitted Company to avoid paying for the Certiport Products and

Services at the time of ordering, all payments due to Certiport from Company shall immediately become due and payable and shall be subject to the late payment provisions contained in Section 5.6.2.

17. Suspension / Deactivation. If Certiport determines, or has a reasonable basis to believe that Company, or its representatives, have committed or permitted misconduct or have failed to comply with responsibilities, specifications, technical specifications, or other requirements in this Agreement or the Guidelines, Certiport may suspend testing, account access and Company's status as a CATC until it is resolved to Certiport's satisfaction.

18. Disputes.

18.1. Arbitration. If the parties fail to resolve any dispute, controversy, or claim between them arising out of, relating to, or concerning, this Agreement (a "Dispute") within forty-five (45) days after one party notifies the other that a Dispute exists, then such Dispute shall be settled exclusively by final and binding arbitration in the State of Florida, U.S.A., which arbitration may be initiated at the request of either party. The arbitration shall be conducted in accordance with the commercial rules of the American Arbitration Association. There shall be three (3) arbitrators, one selected by each party, and a third arbitrator selected by the first two arbitrators. The arbitration panel shall have no authority to award punitive or exemplary damages and the parties expressly waive their rights to any such damages. Notwithstanding the foregoing provisions, neither party shall be precluded from applying to a court of competent jurisdiction for a temporary restraining order, a preliminary injunction or other equitable relief to preserve the status quo or prevent irreparable harm pending the issuance of a ruling by the panel of arbitrators. The written decision of the majority of the three (3) arbitrators shall be binding on both parties. The resulting arbitration award may be enforced by all lawful remedies, including, without limitation, injunctive or other equitable relief, in any court of competent jurisdiction and the agreement of the parties with respect to the arbitration of claims, controversies, or disputes under this contract is stipulated to be specifically enforceable under the provisions of the 1958 U.N. Convention of the Recognition and Enforcement of Foreign Arbitral Awards, to which the parties agree to be bound.

18.2. Timing. The parties are desirous of avoiding expensive and time-consuming proceedings and desire that the entire process of arbitration, including the issuance of an award, be completed within ninety (90) days from receipt of a request for arbitration. However, failure by the arbitrators to issue an award within the ninety (90) day time period shall not deprive the arbitrators of jurisdiction over the Dispute.

18.3. Expenses. Each party agrees to bear its own expenses and an equal share of the expenses of the arbitrators and the fees of the body administering the arbitration.

18.4. Awards. Any award rendered in such arbitration proceedings shall be payable in U.S. dollars, and judgment upon such award may be entered in any court of competent jurisdiction, or application may be made to any such court for a judicial acceptance of the award and an order of enforcement as the case may be, and may be payable to the winning party, at its option, in cash, by way of an offset against the winning party's accrued, but unpaid royalties, fees, or dividend under any agreement with the losing party, or by any combination of the above.

19. Confidentiality. Company acknowledges and agrees that: (a) confidentiality and security of Exams, exhibits and other materials related to Exams, and other materials related to Program Sponsor's standards, requirements, and testing is highly confidential to Program Sponsor and to Certiport; and (b) information and data identifying or describing Examinees, Examinees' scores and performance, Examinees' participation in testing and other information relating to each Examinee is private, confidential information of Examinee and is highly confidential to Examinee, Program Sponsor, and Certiport; and (c) the Software, applications, Exam files, manuals, CATC materials and related materials in any medium provided by Certiport are private and confidential business information of Certiport, and accordingly, Company will scrupulously maintain the security of the Exams, testing information and Examinee data and information described in (a) and (b) above, and will undertake all necessary and appropriate efforts, but never less than reasonable care, to protect the confidentiality of all of the information and materials described in this Section and to prevent any unauthorized use or disclosure.

19.1. Confidential information also includes other information that should reasonably have been understood because of legends or other markings, the circumstances of disclosure, or the nature of the information itself, to be confidential information. Except to the extent disclosure is required under Florida public records laws, confidential information shall expressly include any and all information derived from a party's proprietary information and the terms and conditions of this Agreement.

19.2. Certiport's confidential information shall include any software provided hereunder. No information or materials provided under and pursuant to this Agreement will be used, disclosed or permitted to be used by Company for any purpose not expressly provided for in this Agreement. Company acknowledges and agrees that the requirements set forth in this Section are of the most critical importance to Certiport, Program Sponsors and Examinees and that any breach will likely result in severe damage.

19.3. Each party acknowledges that it acquires only the right to use the confidential information of the other party under the terms and conditions of this Agreement for as long as this Agreement is in effect and does not acquire any rights of ownership or title in the confidential information.

19.4. Each party agrees not to use such confidential information for any purpose not reasonably required by this Agreement. The requirements of this Section are perpetual and will survive the termination or expiration of this Agreement for any reason.

19.5. Notwithstanding anything herein, either party may disclose confidential information to the extent required or compelled by a court order, or local, state or federal law, or regulation, provided that the disclosing party, using best efforts, gives the other party written notice of the proposed disclosure with sufficient time to seek relief and that such disclosure, if made, is made in a fashion to maximize the protection of the confidential information from further disclosure.

19.6. Company recognizes and acknowledges that any use or disclosure of any confidential information by Company in a manner inconsistent with the provisions of this

Agreement may cause Certiport irreparable damage for which remedies other than injunctive relief may be inadequate, and Company agrees that in any request by Certiport to a court of competent jurisdiction for injunctive or other equitable relief seeking to restrain such use or disclosure, Company will not maintain that such remedy is not appropriate under the circumstances. The parties further agree that in the event such equitable relief is granted in the United States, they will not object to courts in other jurisdictions granting provisional remedies enforcing such United States judgments.

20. Audit.

20.1. Certiport, its authorized representatives, or any Program Sponsor whose Exams are being administered at the CATC, may periodically inspect and audit the CATC operations and records during testing hours without advance notice. Company Administrators will cooperate fully with all such inspections and allow complete access to the CATC and all equipment, software, systems, and records. Certiport may integrity shop or audit CATC, one or more times during each year. Company understands that it will receive no Exam delivery or registration compensation for such an integrity shop.

21. Inspection of Certiport's Records by SBBC. Certiport 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 Certiport'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 Certiport 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.

21.1. 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 Certiport'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 Certiport pursuant to this Agreement.

21.2. Notice of Inspection. SBBC's agent or its authorized representative shall provide Certiport reasonable advance written notice [not to exceed two (2) weeks] of any intended au-dit, inspection, examination, evaluation, and reproduction.

21.3. Audit Site Conditions. SBBC's agent or its authorized representative shall have reasonable access to Certiport'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.

21.4. Failure to Permit Inspection. Failure by Certiport 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 Certiport's claims for payment.

21.5. Overcharges and Unauthorized Charges. If an audit conducted in accordance with this section discloses overcharges or unauthorized charges to SBBC by Certiport in excess of two percent (2%) of the total billings under this Agreement, the actual cost of SBBC's audit shall be paid by Certiport. If the audit discloses billings or charges to which Certiport is not contractually entitled, Certiport shall pay said sum to SBBC within twenty (20) calendar days of receipt of written demand.

21.6. Inspection of Subcontractor's Records. If applicable, Certiport 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 require-ments of this section by insertion of such requirements in any written subcontract. Failure by Certiport 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 Certiport pursuant to this Agreement and such excluded costs shall become the liability of Certiport.

21.7. Inspector General Audits. Certiport 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.

22. 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.

23. Miscellaneous.

23.1. Entire Agreement. The terms and provisions of this Agreement, together with any exhibits or addenda, constitute the entire agreement in relation to the subject matter hereof between the parties. This Agreement shall supersede all previous communications, whether oral or written, between the parties with respect to the subject matter hereof and no agreement varying or extending any of the terms and provisions of this Agreement shall be binding on either party unless in writing, signed by a duly authorized officer or representative of each of the parties.

23.2. Affidavit Regarding the Use of Coercion for Labor and Services. Pursuant to Section 787.06(13), Florida Statutes, Certiport, when executing, renewing, or extending an agreement with SBBC must provide an affidavit signed by an officer or representative of Certiport under penalty of perjury stating that Certiport does not use coercion for labor or services as defined in that statute. The submission of a false affidavit may subject Certiport to civil penalties, attorneys' fees, and/or costs. Any Agreement with SBBC shall be terminated by SBBC without re-course if Certiport 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 Certiport'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.

23.3. 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 Certiport 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. Certiport further certifies that it is not engaged in a boycott of Israel or engaged in business operations in Cuba or Syria. Certiport 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. Certiport further understands that any Agreement with SBBC for goods or services of any amount may be terminated at SBBC's option if Certiport (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 Certiport 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.

23.4. 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. Examinee Personal Data and Certiport Products and Services are specifically excluded from consideration under this Section 22.4.

23.5. Authority. Each party represents and warrants to the other party that it has the power and authority to enter into this Agreement, to perform all of its obligations hereunder and to provide all rights and materials granted hereunder and that neither the execution and delivery of this Agreement, nor the performance of its obligations or provision of any rights or materials hereunder, will violate any agreement to which it is a party, any federal, state, or local law or regulation to which it is subject or any right of any third party.

23.6. Governing Law. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Court jurisdiction shall apply only to actions seeking confirmation, recognition, entry of judgment upon, or enforcement of an arbitration award issued pursuant to Section 18, and any such action shall be submitted exclusively to the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida, or to the United States District Court for the Southern District of Florida, as applicable.

23.7. Indemnity. Company shall indemnify, defend and hold harmless Certiport from any and all claims by or liability to any third party from loss, damage or injury to persons or property based on or in any manner arising out of or relating to any breach by Company of any representation, warranty or covenant set forth in this Agreement. Company shall also indemnify, defend, and hold harmless Certiport of and from any claims by or liability to any third party for any loss arising from Company's normal business operations, including, but not limited to, premises liability claims as well as any loss, damage, or injury to persons or property arising from the breach of any of Company's obligations to ensure that Examinee data is kept confidential.

23.8. Liability. This section survives the termination of all performance or obligations under this Agreement and is fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

23.8.1. 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.

23.8.2. By Certiport. Certiport agrees to indemnify, hold harmless and defend SBBC, its agents, servants and employees from any and all third party claims, judgments, costs, and expenses including, but not limited to, reasonable attorney's fees, reasonable investigative and discovery costs, court costs, and all other sums which SBBC, its agents, servants, and employees may pay or become obligated to pay on account of any, all and every claim or demand, or assertion of liability, or any claim or action founded thereon, arising or alleged to have arisen out of or due to the products, goods, or services furnished by Certiport, its agents, servants, or employees; the equipment of Certiport, its agents, servants, or employees while such equipment is on premises owned or controlled by SBBC; or the negligence of Certiport or the negligence of Certiport's agents when acting within the scope of their employment, whether such claims, judgments, costs, and expenses are for damages, damage to property including SBBC's property, and injury or death of any person whether employed by Certiport, SBBC, or otherwise.

24. Insurance Requirements. Certiport shall comply with the following insurance requirements throughout the term of this Agreement:

24.1. General Liability. Certiport 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.

24.2. Cyber Liability/Technology Errors & Omissions. VENDOR shall maintain insurance for breaches of personally identifiable information and data caused by VENDOR, its employees, its systems, or its software, in the amount of $1,000,000 per claim, and such insurance shall be available and applied to indemnify SBBC for damages, penalties, costs, and fees sustained by VENDOR as a result of such data breaches. Cyber Liability/Technology Errors & Omissions insurance is required when student or employee records are shared with VENDOR.

24.3. Workers' Compensation. In accordance with Chapter 440, Florida Statutes, Certiport 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).

24.4. Auto Liability. Certiport 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 Certiport 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 Certiport must be furnished to SBBC stating the following: "[*Insert Full Legal Name*] does not own any vehicles. If [*Insert Full Legal Name*] acquires any vehicles during the term of the Agreement, [*Insert Full Legal Name*] agrees to provide proof of "Any Auto" coverage effective as of the date of vehicle acquisition."

24.5. 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.

24.6. Verification of Coverage. Proof of the required insurance must be furnished by Certiport 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. After the award, you will receive an email with a link to upload *(drag and drop)* your certificate of insurance.

24.7. Required Conditions. Liability policies must include the following terms on the Certificate of Insurance:

24.7.1. The School Board of Broward County, Florida, its members, officers, employees, and agents are added as additional insureds.

24.7.2. All liability policies are primary of all other valid and collectable coverage maintained by The School Board of Broward County, Florida.

24.7.3. Certificate Holder: The School Board of Broward County, Florida, 600 SE 3rd Ave- 11th Floor, Fort Lauderdale, FL 33301.

24.8. Cancellation of Insurance. Certiport 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.

24.9. 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.

25. Force Majeure. Neither party shall be liable for failure to perform any obligation under this Agreement where such failure is due to fire, flood, earthquake, riot, sabotage, labor dispute, natural calamity, war, epidemic, acts of God, acts of the government or of any civil or military authority, or other causes that are beyond the reasonable control of such party

26. Equal Opportunity Provision. The parties agree that no person shall be subjected to discrimination because of age, race, color, disability, gender identity, gender expression, marital status, national origin, religion, sex or sexual orientation in the performance of the parties' respective duties, responsibilities and obligations under this Agreement.

27. Notices. 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:	CTACE Director The School Board of Broward County, Florida 1701 NW 23rd Avenue, Fort Lauderdale, FL 33311
To VENDOR:	Certiport, a business of NCS Pearson, Inc Attention: VP Channel Operation 1276 South 820 East Suite 200 American Fork, Utah 84003
With a Copy to:	Certiport, a business of NCS Pearson, Inc Attention: Legal 5601 Green Valley Drive Bloomington, Minnesota 55437

28. **Headings.** The headings to the sections hereof are for convenience only and have no legal effect.

29. **Severability.** If a court of competent jurisdiction finds any portion of this Agreement, including the Exhibits and Addenda hereto, to be invalid or unenforceable, such determination shall not render the entire Agreement, Exhibits or Addenda unenforceable or invalid, but rather the Agreement, Exhibits or Addenda, as the case may be, shall be read and construed as if the invalid or unenforceable provision(s) are not contained therein, and the rights and obligations of the parties shall be construed and enforced accordingly.

30. **No Assignment.** This Agreement shall be binding on and inure to the benefit of the successors and assigns of the parties hereto. Except as may be permitted by the terms of this Agreement, neither party may assign its rights or delegate its duties hereunder without the express written consent of the other party.

31. **Waiver.** Failure by a party to exercise, or any delay by a party in exercising, any right or remedy provided in this Agreement or by law shall not constitute a waiver of the particular right or remedy, or a waiver of other rights or remedies.

32. **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.

33. **Taxes.** Company shall promptly pay, and reimburse and hold Certiport harmless from and against, all taxes of any character incurred by Company and resulting from the purchase and/or sale by Company of any Products or Services.

34. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, all of which shall constitute the same agreement.

35. Language. Written in English, this Agreement shall be construed and interpreted in accordance with this language regardless of any translation required for execution.

36. **Publicity.** Company shall not issue any press release or publicity that relates to this Agreement without the express written consent of Certiport.

37. **Review.** Company acknowledges that it has reviewed this Agreement in its entirety and has had a full opportunity to consult with counsel regarding the Agreement's terms. Therefore, Company expressly waives any and all applicable common law and statutory rules of construction that might hold that any provision of this Agreement should be construed against the Agreement's drafter, and agree and affirm that the Agreement and all provisions hereof shall in all cases be construed as a whole, according to the fair meaning of the language used.

38. SBBC Disclosure of Education Records and Employee Records and Confidentiality.

38.1. SBBC Disclosure of Education Records.

38.1.1. SBBC students will provide Certiport with the education records in this section for the following purposes:

38.1.1.1. To register for and take practice certification exams – via the GMetrix practice test platform.

38.1.1.2. To register and access the Learnkey practice curriculum – via the GMetrix practice test platform.

38.1.1.3. To register for and take industry recognized certification exams (in a variety of disciplines) that validate knowledge, increases marketability, and builds confidence in the student's abilities – via the Certiport online platform.

38.1.2. SBBC students will provide Certiport with the following education records, via the GMetrix practice test platform:

38.1.2.1. First and last name

38.1.2.2. Student phone number (optional)

38.1.2.3. Student Email Address

38.1.2.4. User generated username

38.1.2.5. User selected security question and secret answer

38.1.3. SBBC students will provide the following types of personally identifiable information (Examination Data) into the Certiport online platform to register and take certification exams:

38.1.3.1. Preferred language

38.1.3.2. First Name

38.1.3.3. Middle Name (Optional)

38.1.3.4. Last Name

38.1.3.5. Birthday

38.1.3.6. Username

38.1.3.7. Security Question 1

38.1.3.8. Security Question 1 Answer

38.1.3.9. Security Question 2

38.1.3.10. Security Question 2 Answer

38.1.3.11. Student Email Address

38.1.3.12. Confirm Email Address

38.1.3.13. Phone number (Optional)

38.1.3.14. Student Identification Number

38.1.3.15. Street Address (Only for students over the age of 18)

38.1.3.16. City (Only for students over the age of 18)

38.1.3.17. State (Only for students over the age of 18)

38.1.3.18. Zip Code (Only for students over the age of 18)

38.1.3.19. County of Residence (Only for students over the age of 18)

38.1.3.20. Alternate Address (Optional) (Only for students over the age of 18)

38.1.3.21. Student (Yes or No) (Optional)

38.1.3.22. If yes to previous, how many years of schooling completed. (Optional)

38.1.3.23. If yes to previous, "are you affiliated with any national student organization?" (Optional)

38.1.3.24. If yes to previous, "Please select all that apply" (lists possible student organizations that promote Certification through local, regional, or national conferences) (Optional)

38.1.3.25. Are you currently employed? (Optional)

38.1.3.26. If yes, what sector? (Optional)

38.1.3.27. Is yes, Are you a teacher, instructor or educator? (Optional)

38.1.3.28. Current Job Function (Select from list) (Optional)

38.1.3.29. Gender (Optional)

38.1.4. In addition to the education records being disclosed by SBBC students in this section, students will input the following information into Certiport's online platform: work and information for students to register for and take exams and to register for and access Learnkey practice curriculum. Certiport 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 Certiport's online platform, or when Certiport 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.

38.1.5. 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. See Exhibit D, Certiport Parent/Legal Guardian Consent Form.

38.1.6. The requirements of this section shall supersede any uses and disclosures of education records or the like as listed in Certiport's privacy policies if any.

38.2. Certiport Safeguarding the Confidentiality of Education Records.

38.2.1. Privacy. Notwithstanding any provision to the contrary within this Agreement, Certiport shall:

38.2.1.1. 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;

38.2.1.2. 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;

38.2.1.3. 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

38.2.1.4. 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.

38.2.2. IT Security. Notwithstanding any provision to the contrary within this Agreement, Certiport shall:

38.2.2.1. 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;

38.2.2.2. 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;

38.2.2.3. 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;

38.2.2.4. 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;

38.2.2.5. 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;

38.2.2.6. be responsible for any fines or penalties for failure to meet breach notice requirements pursuant to federal and/or Florida law;

38.2.2.7. 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;

38.2.2.8. purge education records from any media once the media is no longer in use or is to be disposed; and

38.2.2.9. 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.

38.2.3. Liability. Certiport 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.

38.2.4. The obligations under this section shall survive the termination of all performance required or conclusion of all obligations existing under this Agreement.

39. SBBC Disclosure of Employee Records.

39.1. SBBC employees will provide Certiport with the employee records in this section for the following purposes:

39.1.1. To register for and take practice certification exams – via the GMetrix test platform.

39.1.2. To register and access the Learnkey practice curriculum – via the GMetrix practice test platform.

39.1.3. To register for and take industry recognized certification exams (in a variety of disciplines) that validate knowledge, increases marketability, and builds confidence in the student's abilities – via the Certiport online platform.

39.1.4. SBBC employees will provide Certiport with the following employee records, via the GMetrix practice test platform:

39.1.5. First and last name

39.1.6. Employee phone number (optional)

39.1.7. Employee Email Address

39.1.8. User generated username

39.1.9. User selected security question and secret answer

39.1.10. SBBC employees will input the following types of personally identifiable information (Examination Data) into the Certiport online platform to register and take examination certification exams:

39.1.11. Preferred language

39.1.12. First Name

39.1.13. Middle Name (Optional)

39.1.14. Last Name

39.1.15. Birthday

39.1.16. Username

39.1.17. Security Question 1

39.1.18. Security Question 1 Answer

39.1.19. Security Question 2

39.1.20. Security Question 2 Answer

39.1.21. Employee Email Address

39.1.22. Confirm Email Address

39.1.23. Phone number (Optional)

39.1.24. Identification Number

39.1.25. Street Address

39.1.26. City

39.1.27. State

39.1.28. Zip Code

39.1.29. County of Residence

39.1.30. Alternate Address (Optional)

39.1.31. Student (Yes or No) (Optional)

39.1.32. If yes to previous, how many years of schooling completed. (Optional)

39.1.33. If yes to previous, "are you affiliated with any national student organization?" (Optional)

39.1.34. If yes to previous, "Please select all that apply" (lists possible student organizations that promote Certification through local, regional, or national conferences) (Optional)

39.1.35. Are you currently employed? (Optional)

39.1.36. If yes, what sector? (Optional)

39.1.37. Is yes, Are you a teacher, instructor or educator? (Optional)

39.1.38. Current Job Function (Select from list)

39.1.39. Gender (Optional)

39.2. In addition to the employee records being disclosed by SBBC employees in this section, employees will also input the following information into Certiport's online platform: certification exam results and exam group creation.

39.3. The requirements of this section shall supersede any uses and disclosures of employee records as listed in Certiport's privacy policies, if any.

40. <u>Certiport Safeguarding the Confidentiality of Employee Records.</u>

40.1. <u>Privacy.</u> Notwithstanding any provision to the contrary within this Agreement, Certiport shall:

40.1.1. fully comply with the requirements of state or federal law or regulation regarding the confidentiality of employee records;

40.1.2. 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;

40.1.3. 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

40.1.4. 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.

40.2. IT Security. Notwithstanding any provision to the contrary within this Agreement, Certiport shall:

40.2.1. protect employee records through administrative, physical and technological safeguards to ensure adequate controls are in place to protect the employee's records and information;

40.2.2. 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;

40.2.3. 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

40.2.4. be responsible for any fines or penalties for failure to meet notice requirements pursuant to federal and/or Florida law.

40.3. The obligations under this section shall survive the termination of all performance required or conclusion of all obligations existing under this Agreement.

41. Certiport Re-Disclosure of SBBC Education Records and Employee Records.

41.1. Certiport will re-disclose the following education records and employee records listed in this agreement to Microsoft for the purpose of registration of the exam:

41.1.1. First name, Middle name* and Last name

41.1.2. Phone*

41.1.3. Email

41.1.4. Job title (Teacher, etc.)

41.1.5. Preferred Language

41.1.6. Address Line 1, Address Line 2*, City, State/Province, Zip/Postal Code

* Items with an asterisk are optional. Candidates can always modify and edit the data they provided within their Certiport account.

41.2. In addition to the re-disclosures regarding registration data listed above, the following third parties will receive examination data collected during the exam of each candidate:

41.2.1. Microsoft. Microsoft receives examination data of each candidate that includes: User ID, Date of Exam, Name of Exam, Pass or Fail, Score, Max Possible Score, Cutscore, Exam VersionID, External Exam ID (Microsoft's naming, e.g. AZ-900), Test Center ID, and Item detail records. When registering for a Microsoft Exam, the Candidate is also directed to a specific registration page for Microsoft, the information not in asterisks in the following list are required, but all fields are present on the landing page. The information collected on this page is provided to Microsoft in addition to the examination data previously listed. The information collected on the Microsoft registration page includes:

41.2.1.1. Project Management Institute (PMI). PMI receives examination data of each candidate that includes: User ID, Date of Exam, Name of Exam, Pass or Fail, Certification ID (for fails, will be blank), and Credly Badge ID (for fails, will be blank).

41.2.2. Candidates can also request deletion of all Examination Data should they choose to do so.

41.2.3. Certiport may re-disclose SBBC education records and employee records listed in this Agreement to Knowledge Pillars Education, Inc. solely as necessary to support the registration, account creation, access, delivery, administration, support, reporting, scoring, credentialing, and related services associated with Knowledge Pillars products and services that Certiport is authorized to provide to SBBC under this Agreement, including Knowledge Pillars WordPress-related offerings.

41.2.4. Knowledge Pillars may receive registration, account, access, activity, assessment, examination, and credentialing data reasonably necessary to provide and support such products and services, including first name, last name, email address, username or platform user ID, school, district, campus, class, course, teacher, instructor, administrator, or proctor affiliation, program name, course name, lab name, practice test name, assessment name, certification exam name, date of activity, completion status, score, pass/fail status, certificate or credential status, certification ID, badge ID, and related reporting data.

41.2.5. Knowledge Pillars shall use such education records and employee records solely for the purposes authorized under this Agreement and shall comply with all applicable confidentiality, privacy, data security, safeguarding, breach notification, return, deletion, and survival obligations set forth in this Agreement.

42. Third Party Safeguarding the Confidentiality of Education Records and Employee Records. For any and all education records and employee records that Certiport rediscloses to any and all entities with which it contracts or utilizes ("third parties") pursuant to the terms of this Agreement, Certiport shall ensure that those third parties comply with the terms

of this Agreement, including but not limited to the safeguarding requirements of this Agreement. Certiport 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.

43. Assessment of Data Protection Controls.

43.1. VENDOR or any of VENDOR's subcontractors with access to SBBC data shall provide an attestation stating VENDOR and/or VENDOR's subcontractors with access to SBBC data have undergone a third-party assessment of their cybersecurity controls and that the cybersecurity controls being used comply with acceptable cybersecurity standards. This attestation shall be provided to SBBC within ten (10) calendar days after SBBC approval 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.

43.2. At a minimum, the audit shall show what controls are utilized for all of the following actions:

43.2.1. Protecting SBBC against unauthorized access, unauthorized disclosure, and damage.

43.2.2. Reducing the risk of compromise of the availability, integrity, confidentiality, and privacy of the provided SBBC data.

43.2.3. 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.

43.2.4. Monitoring compliance with established security controls.

43.3. 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.

[THIS SPACE IS INTENTIONALLY LEFT BLANK; SIGNATURE PAGE FOLLOWS]

FOR SBBC:

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

By: _____
Sarah Leonardi, Chair

ATTEST:

Date: _____

_____
Dr. Howard Hepburn
Superintendent of Schools

Approved as to Form and Legal Content:

_____
Office of the General Counsel

[THIS SPACE IS INTENTIONALLY LEFT BLANK; SIGNATURE PAGE FOLLOWS]

FOR VENDOR:

(Corporate Seal)

ATTEST:

NCS Pearson, Inc

By: _____

Print Name: Ryan Uelwelling

Title: VPM, Channel Sales

Date: 09/03/2026

_____
Corporate Secretary Signature

-or-

_____
Witness Signature

Print Name: Cindy Woo

_____
Witness Signature

Print Name: Lori Lauf

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 Minnesota

COUNTY OF Hennepin

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 09/03/2026 (*date*) by Ryan Uelwelling (*name of officer or agent, title of officer or agent*) of NCS Pearson, Inc (*name of corporation acknowledging*), a Minnesota (*state or place of incorporation*) corporation, on behalf of the corporation. He/she is ☒ personally known to me or has produced _____ (*type of identification*) as identification and who did first take an oath this 3rd day of September, 2026.

My Commission Expires: Jan 31, 2027

_____
Signature – Notary Public

(SEAL)

Ben Gary Lashbrook

Printed Name of Notary

BENJAMIN GARY LASHBROOK
Notary Public-Minnesota
My Commission Expires Jan 31, 2027

1290824100039

Notary's Commission No.

EXHIBIT A

Certiport Authorized Testing Center (CATC) Policies, Guidelines, and Procedures

Certiport is committed to ensuring that its Certification Exams are respected and valued in the marketplace. Accordingly, Certiport takes appropriate measures to ensure that the integrity of its Exams is not compromised. Certiport also holds CATCs accountable for taking steps to prevent and detect fraud and breaches of Exam security.

1. **CATCs are required to strictly enforce the following rules:**
   - 1.1 The CATC must verify at least one form of Examinee identification bearing a photograph and the Examinee's signature. An example of an acceptable form of identification is a government-issued identification or student identification issued by an academic institution.
   - 1.2 The CATC must not allow recording devices, including paper, pens, pencils, cameras, computers, handheld computers or communication devices, such as telephones or pagers, in the testing area.
   - 1.3 The CATC may permit an Examinee to take a break during testing if requested, but must inform the Examinee that the testing clock cannot be stopped during the break. Examinees must not be permitted to conduct activities during a break that may compromise Exam security, to include using a telephone and communicating with other examinees.
   - 1.4 The CATC must ensure that Examinees are seated a distance of no less than four (4) feet or (1.25 meters) apart from one another in the testing area to minimize distractions and prevent cheating.
   - 1.5 Use of equipment such as printers, facsimile machines, copiers, or telephones is not permitted in the testing room while testing is in progress.
   - 1.6 CATCs must ensure that each Exam is actively proctored and that Proctors have an unobstructed view of each examinee in the testing area.
   - 1.7 Proctors may answer questions regarding the functionality of the Exam software, but may not answer questions related to Exam content or provide instruction of any kind.
   - 1.8 If a Proctor observes an Examinee cheating, the Proctor must immediately terminate the Exam. The Proctor must inform the Examinee that his/her exam results will be nullified and that he/she will receive no refund or certificate.
2. **Retest Policy**

CATC System Administrators are required to enforce the Certiport's retest policy:

Certiport provides many exams that require different retest policies. These policies must be adhered to and enforced by the CATC and can be found at https://certiport.pearsonvue.com by selecting "Exam Policies" under the "*Test Candidates*" menu item and then selecting the link for "Exam Retake Policy".

Examinees participating in Exam beta-testing may take each beta-exam only once unless otherwise authorized by program administrators.

3. Ensuring Exam Validity

Certiport conducts periodic data forensics to identify patterns of aberrance in Exam results that help detect cheating or content piracy. For example, forensic indicators such as types of responses, latency, pass rates, and retakes may reveal patterns of cheating, collusion or piracy. However, prevention and early detection are critical elements that require the close cooperation of CATCs. Therefore, in addition to relying on CATCs to provide industry-standard monitoring during testing, Certiport requires that CATCs ensure that Certiport System Administrators ("Administrators") and Certiport Exam Proctors ("Proctors") are sufficiently trained to provide good quality oversight of testing. Training must include familiarizing staff with prevalent methods used to cheat, learning what measures to implement to prevent cheating and how to identify cheating when it does occur.

Administrators and Proctors who observe violations of rules must immediately document and report all relevant facts supporting the conclusion that a violation occurred to the appropriate Certiport Authorized Distributor or to Certiport customer service representatives. Reports should include the date, time and location of the incident, name of Examinee, name and version of Exam taken.

4. Accommodation of Disabilities

As a worldwide provider of Certification Exams, Certiport is committed to ensuring that those persons with the desire to certify their proficiency in the use of computers should have the opportunity to do so. Certiport, accordingly, embraces the Americans with Disabilities Act (ADA) as well as other global accommodations for disabilities designed to advance those goals. CATCs are required to comply with local laws requiring the reasonable provision of access to Examinees with disabilities.

In keeping with this commitment, Certiport will expand and refine its Products and Services to enable greater numbers of Examinees with documented disabilities to register for, schedule and take Exams.

Certiport and CATCs require advance notification of requests for accommodation(s) as well as a reasonable amount of time to review and implement such requests. Certiport and CATCs are not obligated to accommodate Examinees with language limitations unrelated to a documented disability (i.e.; English as a second language, literacy, etc.), nor to provide unlimited time for the completion of Exams that are designed to certify not only knowledge, but also efficiency in the use of desktop computers.

Requests for Accommodations of Disabilities

Further information can be found at www.certiport.pearsonvue .com by clicking on the "Educator Resources" drop-down menu, then selecting "Exam policies", and then selecting the link for "Accommodation of disabilities". Examinees who wish to request accommodations may do so by following the directions under the "Process to Apply" section of the *Accommodation of Disabilities* page.

Test accommodations are individualized and Certiport will consider accommodations on a case-by-case basis. Examinees who have been notified that their request for an accommodation has been approved by Certiport must notify the CATC of the accommodation when scheduling the exam. Examinees should allow for additional time when requesting and scheduling accommodations.

EXHIBIT B

Territory and Sectors

1. **Company Participation:** Company and Certiport agree that Company shall participate in and only in the following:

All "Certiport Products and Services"

2. **Territory**: As described in the CATC Agreement, Company is appointed as a CATC authorized to provide Certiport Products and Services only in the Territory described below:

Florida

3. **Sectors**: Within the Territory described above, Company is appointed as a CATC authorized to provide Certiport Products and Services solely in the Sectors that are indicated below:

K12, Higher Education

Exhibit C - Branding Guidelines

Certiport Authorized Test Center Agreement

CERTIPORT LOGO USAGE GUIDELINES

LOGO

CLEAR SPACE:
Clear Space (X) is equal to the height of the "C" in "Certiport".

MINIMUM SIZE

INCORRECT USAGE
Do not redraw or modify the logo in any way. Use artwork exactly as provided.

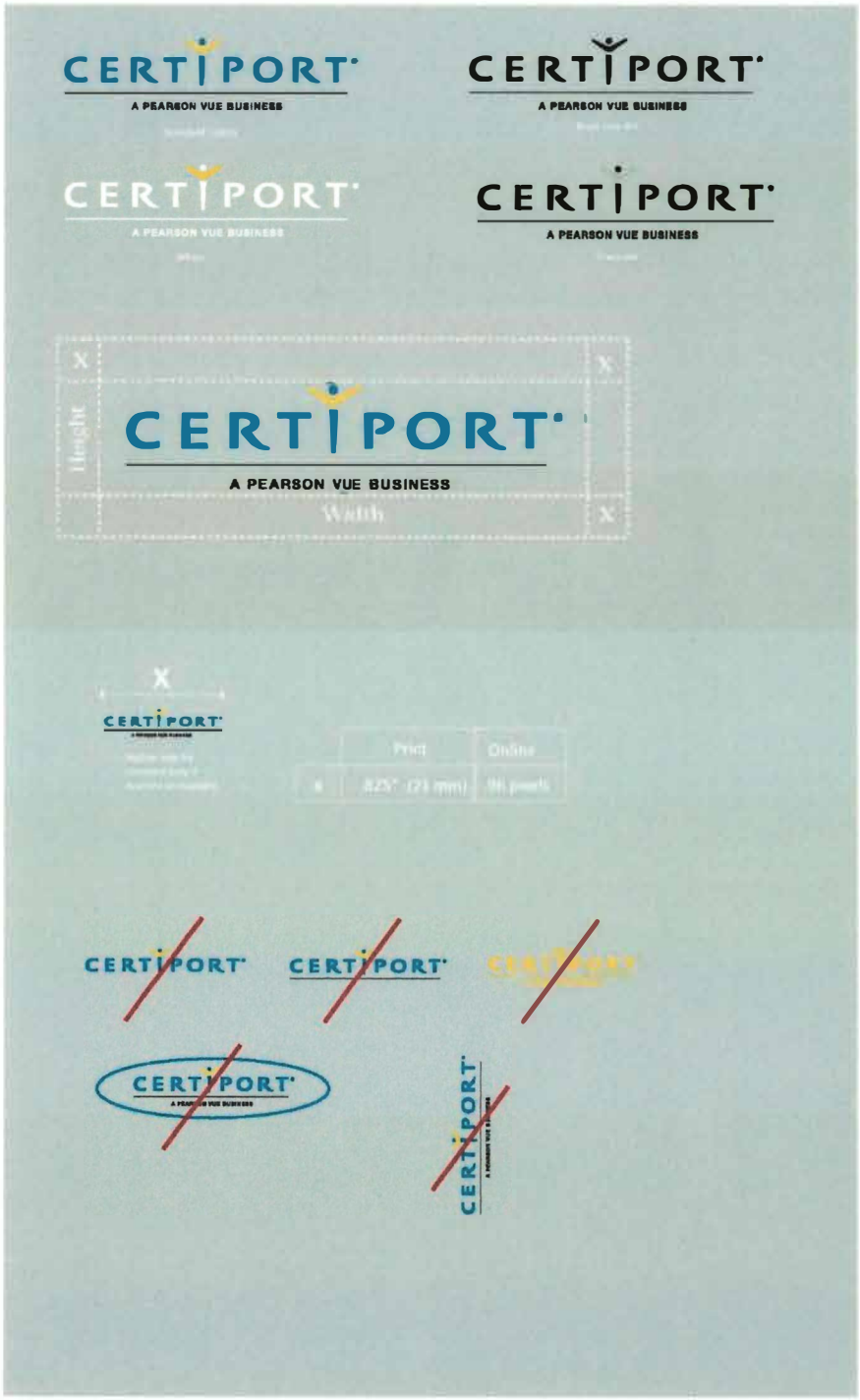


Exhibit D

CERTIPORT

Parent/Legal Guardian Consent Form

I am the parent/legal guardian of _____ (please print) (the "Certiport Candidate" a student of The School Board of Broward County, Florida) and I understand that my permission
and authorization is required for the collection, use, and disclosure of the Certiport Candidate's personal information by Certiport, a business of NCS Pearson, Inc. ("Certiport"). I further understand that the Certiport Candidate will not be permitted to register for or take a Certiport exam unless I provide my permission by signing this form.

I understand and acknowledge that all individuals, including the Certiport Candidate, planning to take a Certiport exam are required to:

A) Provide to Certiport, personal information, such as his or her, first and last name, street address, e-mail address, and demographic information ("Candidate Information")

In my capacity as the parent/legal guardian of the Certiport Candidate, I hereby understand, agree, authorize, and provide my consent, as the case may be:

1) To allow the Certiport Candidate to take or retake any Certiport exam(s); and
2) To Certiport for the retention and disclosure any of the Candidate's personal information to the Certiport exam sponsor(s), its authorized third parties and service providers, and others as may be necessary to prevent unlawful activities or as required by law; and
3) That the Certiport Candidate and I will comply with any of the Certiport testing rules and procedures.

I, the undersigned, certify that I am the parent or legal guardian of the child/legal ward (named above) and that I have the right to make decisions for my child/legal ward that effect his/her well-being.

I CERTIFY THAT I AM 18 YEARS OF AGE OR OLDER AND THAT I HAVE READ, FULLY UNDERSTAND AND AGREE TO THE TERMS OF THIS AGREEMENT, AND I SIGN IT VOLUNTARILY WITH FULL KNOWLEDGE OF ITS SIGNIFICANCE.

Name of Parent/Legal Guardian

_____

Signature of Parent/Legal Guardian

_____

Date (MM/DD/YYYY)

_____

Certiport, A Pearson VUE Business
3833 W. Innovation Way 5th Floor
Lehi, Utah 84043

Telephone 1-888-999-0830
International 801-847-3100

www.certiport.com

Status: ORIGINAL

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

2026-10-13	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:

AGR27-069 – Digital Management Software (NEOGOV-Power DMS)

REQUESTED ACTION:

Approve the Agreement between The School Board of Broward County, Florida (SBBC), and Governmentjobs.com d/b/a NEOGOV, with budget authority in the amount of $128,533.51. 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
- Agreement

FINANCIAL IMPACT:

$128,533.51. Funding for the NEOGOV/PowerDMS Agreement is anticipated to be provided through the approved Safety, Security & Emergency Preparedness operating 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:	Michael G. Gregory	Phone:	754-321-2655

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 Sep 29,

Electronic Signature

Approved in Open Board Meeting On: October 13, 2026

By: _____

School Board Chair

Form $4189 Revised 9/26
HH/JJS

For more information, please contact:
Name: Michael G. Gregory
Title: Chief Safety & Security
Phone: 754-321-2655

EXECUTIVE SUMMARY

AGR27-069 – Digital Management Software (NEOGOV-Power DMS)

Board Meeting Date: October 13, 2026

Requested Action:
Approve the Agreement between The School Board of Broward County, Florida (SBBC), and Governmentjobs.com d/b/a NEOGOV, with budget authority in the amount of $128,533.51.

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"	• Broward County Schools Police will continue to have access to a software-as-a-service (SaaS) application that enables policy & procedure management, training & certification tracking, accreditation & compliance standards, electronic acknowledgments, and reporting & accountability. This reduces liability by proving policies were issued and acknowledged, improves consistency and transparency, supports accreditation and statutory compliance, and replaces paper-based policy manuals and manual tracking.
If the School Board votes "No"	• Broward County Schools Police will need to develop policies and procedures on a multi-user server. This would cause complexity in managing updates, conducting training, certifications, accreditation, electronic acknowledgments, reporting, and accountability. This method is less efficient and poses challenges for maintaining accurate compliance records and an official record system.
Alignment to the 2027 Strategic Goals and Guardrails	• Business Operations
Measurable Outcome(s)/Return on Investment	• The implementation of NEOGOV/PowerDMS provides measurable returns through increased policy compliance, reduced legal and accreditation risk, and significant administrative time savings.

	• The system strengthens the District's legal defensibility by providing documented proof of policy dissemination and training while reducing staff hours spent on manual tracking and audit preparation. These efficiencies offset the annual cost of the platform while directly supporting school safety, accountability, and statutory compliance.

Background/History

NEOGOV (Power DMS) is a cloud-based policy and compliance management platform designed specifically for Safety & Security and Emergency Preparedness (SSEP) teams, law enforcement, and school security environments. It provides a centralized system for storing, organizing, and version-controlling policies while tracking revisions and requiring employee acknowledgment of updates. The platform integrates policy management with training and certification tracking, ensuring that mandatory training, certifications, and expiration dates are monitored and linked directly to relevant policies. NEOGOV is widely used for accreditation and compliance purposes, supporting standards such as CALEA and the Florida Accreditation Commission (CFA). It maps policies and proofs directly to accreditation requirements, simplifying audits and inspections. Key features include automated workflows, electronic signature capture, side-by-side policy comparison, public-facing documents, NEOGOV University training, and advanced analytics for reporting and accountability. By enabling electronic acknowledgments and generating compliance reports, NEOGOV provides legal defensibility and transparency, ensuring agencies can demonstrate that officers were properly trained, policies were current and acknowledged, and compliance was maintained at the time of any incident. Its integration with Florida law enforcement standards and national accreditation frameworks positions NEOGOV as a strategic tool for risk mitigation, operational efficiency, and audit readiness.

The School Board is notified that NEOGOV would not accept SBBC's standard termination clause. No law requires its inclusion. Section 1011.14, Florida Statutes, is the primary legal reason for seeking the standard termination clause in District contracts. NEOGOV did accept SBBC's Annual Appropriation clause (Attachment I at Section 1.13), which provides for termination if SBBC does not appropriate funds for NEOGOV's services. In addition, Section (2)(b) of NEOGOV's Services Agreement's term provides for an automatic renewal each year unless SBBC delivers to NEOGOV, at least thirty (30) days prior to the expiration of the Initial Term or the applicable Renewal Term, written notice of SBBC's intention to not renew the Agreement. The contract provisions in Attachment I at Section 1.13 and Section (2)(b) of NEOGOV's Services Agreement place the NEOGOV Agreement in compliance with Section 1011.14, Florida Statutes. The Office of the General Counsel and the user department find the protections described herein to be sufficient, and the user department will calendar renewal deadlines to ensure that non-renewal is timely asserted if needed. Due to the safety considerations of the services to be procured and the lack of any source other than NEOGOV, the user department recommends approval of this Agreement.

Agreement Terms and Financial Impact

The following information provides a detailed summary of the contract agreement summary, financial impact of this item, including funding allocation, budget authority, fiscal year expenditures, and any current or future financial obligations.

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

Agreement Term:	The proposed NEOGOV/PowerDMS Agreement is a three-year subscription Agreement covering PowerPolicy Professional, PowerTraining, and Single Sign-On (SSO) services. The term runs from October 13, 2026, through October 12, 2029. The total value of the agreement is $128,533.51.
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**: 6A-1.012(11)(b), F.A.C., competitive solicitations are not required for the purchase of educational services and any type of copyrighted materials, including, without limitation, educational tests, textbooks, printed instructional materials, computer software, films, filmstrips, videotapes, DVDs, disc or tape recordings, digital recordings, or similar audio-visual materials, and for library and reference books, and printed library cards where such materials are purchased directly from the producer or publisher, the owner of the copyright, and exclusive agent within the state, a governmental agency, or a recognized educational institution.

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

Budget Impact Summary Statement:

1. Funding for the NEOGOV/PowerDMS Agreement is provided through the approved Safety, Security & Emergency Preparedness operating budget. The Agreement is a three-year subscription for PowerPolicy Professional, PowerTraining, and Single Sign-On (SSO) services, with a total contract value of $128,533.51.

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.

2. Annual expenditures are $40,549.26 for Year 1, $42,844.51 for Year 2, and $45,139.74 for Year 3. No costs are allocated for FY29 as the annual subscription is paid up front, and no additional staffing or capital expenditures are required as a result of this Agreement.
3. Continued access to the PowerDMS platform supports critical training, policy management, compliance tracking, and operational readiness functions for Broward County Schools Police and Safety, Security & Emergency Preparedness personnel.

New / Current Requested Agreement Authority

Agreement Authority Terms	Length of Agreement Terms	Total Agreement Amount
10/13/2026 – 10/12/2029	36 months	$128,533.51

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	1000	$40,549.26	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	1000	$42,844.51
FY29	12 months	1000	$45,139.74

Impact on Schools	The NEOGOV PowerDMS platform supports Safety, Security, and Emergency Preparedness operations by providing a centralized system for managing policies, procedures, compliance documentation, and staff training. The platform helps ensure that school personnel have timely access to current operational and safety information, supports the tracking of required training and acknowledgments, and promotes consistency in the implementation of district safety and security practices across schools.
School Selection /Prioritization	Not Applicable
Community/ Stakeholder Engagement	Safety, Security & Emergency Preparedness personnel and Broward County School Police are the primary stakeholders and users of the NEOGOV/PowerDMS platform. Continued use of the system supports policy management, training administration, compliance monitoring, accreditation readiness, and accountability throughout the District
End-User Input	Safety, Security & Emergency Preparedness personnel and Broward County School Police support continued use of NEOGOV/PowerDMS to centrally manage policies, training,

	compliance documentation, certifications, and accreditation requirements, improving efficiency, accountability, and operational readiness.
Technology/Capital Expected Lifecycle/Replacement Cycle	NEOGOV/PowerDMS is a cloud-based SaaS platform with no associated capital asset lifecycle or replacement requirements. System maintenance, upgrades, and software updates are provided by the vendor as part of the subscription Agreement.

Additional Backup:
Exhibit A: Agreement

Docusign Envelope ID: 2B6547BE-EEEF-896A-8151-44E63DC033C3

PowerDMS by NEOGOV

t 800.749.5104
2120 Park Pl. Suite 100
El Segundo, CA 90245

NEOGOV

THIS IS NOT AN INVOICE

Contract Records		Order Details	
Account Number:	A-8864	**Order #:**	Q-436655
Customer:	The School Board of Broward County, Florida SSEP (FL)	**Valid Until:**	12/27/2025
Effective Employee Count:	300		
Sales Rep:	Renewals Team		

Customer Contact			
Billing Contact:	Broward County Public Schools SSEP (FL) Broward County Invoicing	**Shipping Contact :**	Broward County Public Schools SSEP (FL) Robert Sanders
Billing Address:	600 SE Third Ave Fort Lauderdale, FL 33301	**Shipping Address:**	600 SE Third Ave Fort Lauderdale, FL 33301
Billing Contact Email:	frdaphelp@browardschools.com	**Shipping Contact Email:**	robert.sanders@browardschools.com
Billing Phone:	17543212655	**Shipping Phone:**	

Payment Terms			
Payment Term:	Net 60	**Notes:**	1200-1299 user tier 3 year billed annually
PO Number:			

Subscription Service

January 2026

Item	Type	Start Date	End Date	Qty.	License Type	Total (USD)
PowerPolicy Professional Subscription	Recurring	1/26/2026	1/25/2027	1,200	User Count Based	$29,721.75
A policy and compliance management platform that lets you create, edit, organize, and distribute content from a secure, cloud-based site. Included are key features such as automatic workflows, signature capture and tracking, side-by-side comparison, Public-Facing Documents, PowerDMS University, and Analytics for advanced reporting.						
PowerTraining	Recurring	1/26/2026	1/25/2027	1,200	User Count Based	$8,598.72
A training solution that lets you create, deliver, and track training content online, including videos and PowerPoint presentations. It integrates with PowerPolicy Select and Professional, giving you the ability to attach policies to training courses while ensuring version control.						
PowerPolicy SSO	Recurring	1/26/2026	1/25/2027	1,200	User Count Based	$2,228.79
Single Sign on Service						
					January 2026 TOTAL:	$40,549.26

January 2027

Item	Type	Start Date	End Date	Qty.	License Type	Total (USD)
PowerPolicy Professional Subscription	Recurring	1/26/2027	1/25/2028	1,200	User Count Based	$31,404.12
A policy and compliance management platform that lets you create, edit, organize, and distribute content from a secure, cloud-based site. Included are key features such as automatic workflows, signature capture and tracking, side-by-side comparison, Public-Facing Documents, PowerDMS University, and Analytics for advanced reporting.						
PowerTraining	Recurring	1/26/2027	1/25/2028	1,200	User Count Based	$9,085.44
A training solution that lets you create, deliver, and track training content online, including videos and PowerPoint presentations. It integrates with PowerPolicy Select and Professional, giving you the ability to attach policies to training courses while ensuring version control.						

Docusign Envelope ID: 2B6547BE-EEEF-896A-8151-44E63DC033C3

t 800.749.5104
2120 Park Pl. Suite 100
El Segundo, CA 90245

Item	Type	Start Date	End Date	Qty.	License Type	Total (USD)
PowerPolicy SSO	Recurring	1/26/2027	1/25/2028	1,200	User Count Based	$2,354.95
Single Sign on Service						
					January 2027 TOTAL:	$42,844.51

January 2028

Item	Type	Start Date	End Date	Qty.	License Type	Total (USD)
PowerPolicy Professional Subscription	Recurring	1/26/2028	1/25/2029	1,200	User Count Based	$33,086.48
A policy and compliance management platform that lets you create, edit, organize, and distribute content from a secure, cloud-based site. Included are key features such as automatic workflows, signature capture and tracking, side-by-side comparison, Public-Facing Documents, PowerDMS University, and Analytics for advanced reporting.						
PowerTraining	Recurring	1/26/2028	1/25/2029	1,200	User Count Based	$9,572.16
A training solution that lets you create, deliver, and track training content online, including videos and PowerPoint presentations. It integrates with PowerPolicy Select and Professional, giving you the ability to attach policies to training courses while ensuring version control.						
PowerPolicy SSO	Recurring	1/26/2028	1/25/2029	1,200	User Count Based	$2,481.10
Single Sign on Service						
					January 2028 TOTAL:	$45,139.74

Total: | $128,533.51

This price does NOT include any sales tax. Total in USD

Additional Terms and Conditions

License Terms: Enterprise license denotes that Customer has purchased an enterprise wide license up to the employee count specified above. User based license denotes that Customer has purchased the number of licenses set forth in the quantity column. Item count denotes the number of items that Customer has licensed as set forth in the quantity column.

Payment Terms: All invoices issued hereunder are due upon the invoice due date. If the Order is for a period longer than one year, the fees for the first period shown shall be invoiced immediately and the fees for future years/periods shall be invoiced annually in advance of each 12 month period shown on the Order, but regardless of the billing cycle, Customer is responsible for the fees for the entire Order. The fees set forth in this Service Order are exclusive of all applicable taxes, levies, or duties imposed by taxing authorities and Customer shall be responsible for payment of any such applicable taxes, levies, or duties. All payment obligations are non-cancellable, and all fees paid are non-refundable. Payment for services ordered hereunder shall be made to PowerDMS, Inc. a wholly owned subsidiary of Governmentjobs.com, Inc. (D/B/A NEOGOV).

Terms & Conditions: This Order Form creates a legally binding contract on the parties. This Order Form and the services to be furnished pursuant to this Order Form are subject to the terms and conditions set forth in the attached NEOGOV Services Agreement, mutually agreed to by the parties, and dated as of the last signature date below.

1. Attachment 1 of the NEOGOV Services Agreement is attached hereto and by reference made a part herein.

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PowerDMS by NEOGOV

t 800.749.5104
2120 Park Pl. Suite 100
El Segundo, CA 90245

NEOGOV

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective duly authorized officers as of the date set forth below, and consent to the Agreement.

COUNTY

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

By:_____
Sarah Leonardi, Chair

Date: _____

Attest: _____
Dr. Howard Hepburn
Superintendent

Approved to form and Legal Content:

By:_____
Office of the General Counsel

Name: (Date):

Title:

Accepted and Agreed By:

NEOGOV

Signature: Signed by: Brian Gelston A4D2736519A94EE...

NEOGOV LEGAL KS 2:45 pm, Jul 22 2026

Printed Name: Brian Gelston

Title: Revenue Accounting Manager

Date: 7/22/2026 | 12:00:30 PM PDT

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NEOGOV™

PowerDMS Digital Management Software A NEOGOV Company

SERVICES AGREEMENT

V011025

You agree that by placing an order through a NEOGOV standard ordering document such as an "Order Form", "Service Order," "Ordering Document," "SOW" or other document mutually agreed by the parties detailing the services, pricing and subscription term (each, an "Order Form" for purposes of this Agreement), you agree to follow and be bound by the terms and conditions set forth herein. "Governmentjobs.com", "NEOGOV", "we", and "our" means Governmentjobs.com, Inc. (D/B/A/ NEOGOV), for and on behalf of itself and its subsidiaries PowerDMS, Inc., Cuehit, Inc., Ragnasoft LLC (D/B/A/ PlanIT Schedule), and Design PD, LLC (D/B/A Agency360) (collectively, "NEOGOV" and, where applicable, its other affiliates; "Customer", "you", "your" means the NEOGOV client, customer, and/or the subscriber identified in the Order Form).

"Services Agreement" or the "Agreement" shall be used to collectively refer to this NEOGOV Services Agreement, documents incorporated herein including the applicable Order Form, each Addendum (as applicable), and Special Conditions (if any). "Addendum" means each Addendum set forth either as an Exhibit hereto or otherwise made available at https://www.neogov.com/service-specifications (the "NEOGOV Site") and, as applicable, made a part of this Agreement. "Special Conditions" means individually negotiated variations, amendments and/or additions to this Service Agreement of which are either drafted, or incorporated by reference, into the Order Form. The parties shall operate under this Service Agreement and not under Services Agreement V052226 found on the NEOGOV Site.

1. Provision of Services. Subject to the terms of this Agreement NEOGOV hereby agrees to provide Customer with access to its SaaS Applications and Professional Services (each defined below) included or ordered by Customer in the applicable Order Form (collectively referred to as the "Services"). In addition, to the extent NEOGOV provides Customer with access to additional NEOGOV software in order to access Customer Data (as defined below) or otherwise enhance product implementation or functionality, Customer's use of such software will be deemed to be part of the Services and the terms and conditions of this Agreement shall apply. Customer hereby acknowledges and agrees that NEOGOV's provision and performance of, and Customer's access to, the Services is dependent and conditioned upon Customer's full performance of its duties, obligations and responsibilities hereunder. This Agreement entered into as of the earlier of: (i) date of your signature on an applicable Order Form; or (ii) use of the Services commences (the "Effective Date"). The Agreement supersedes any prior and contemporaneous discussions, agreements or representations and warranties.

2. SaaS Subscription.

   a) Subscription Grant. "SaaS Applications" means each proprietary NEOGOV web-based software-as-a-service application that may be set forth on an Order Form and subsequently made available by NEOGOV to Customer, and associated components as described in any written service specifications made available to Customer by NEOGOV (the "Service Specifications"). Subject to and conditioned on Customer's and its Authorized Users' compliance with the terms and conditions of this Agreement, NEOGOV hereby grants to Customer a limited, non-exclusive, non-transferable, and non-sublicensable right to (i) onboard, access and use, and to permit Authorized Users to onboard, access and use, the SaaS Applications specified in the Order Form solely for Customer's internal, non-commercial purposes; (ii) generate, print, and download Customer Data as may result from any access to or use of the SaaS Applications; and (iii) train Authorized Users in uses of the SaaS Applications permitted hereunder (these rights shall collectively be referred to as the "SaaS Subscription"). "Authorized Users" means (1) Customer employees, agents, contractors, consultants ("Personnel") who are authorized by Customer to access and use the Services under the rights granted to Customer pursuant to this Services Agreement and (2) for whom access to the Services has been purchased hereunder. You shall not exceed the usage limits (if any) as detailed in the user tier in the applicable Order Form. You may not access the SaaS Applications if you are a direct competitor of NEOGOV or its affiliates. In addition, you may not access the SaaS Applications for purposes of monitoring their availability, performance, or functionality, or for any other benchmarking or competitive purposes. You shall be responsible for each Authorized User's access to and use of the SaaS Applications and compliance with applicable terms and conditions of this Agreement.

   b) Subscription Term. Unless otherwise specified in an applicable Order Form, SaaS Subscriptions shall commence on the Effective Date and remain in effect for twelve (12) consecutive months, unless terminated earlier in accordance with this Agreement (the "Initial Term"). Thereafter, SaaS Subscriptions shall automatically renew for successive twelve (12) month terms (each a "Renewal Term" and together with the Initial Term, collectively, the "Term") unless a party delivers to the other party, at least thirty (30) days prior to the expiration of the Initial Term or the applicable Renewal Term, written notice of such party's intention to not renew the SaaS Subscriptions, or unless terminated earlier in accordance with this Agreement. The Term for the Services is a continuous and non-divisible commitment for the full duration regardless of any invoice schedule. The purchase of any Service is separate from any other order for any other Service. Customer may purchase certain Services independently of other Services. Your obligation to pay for any Service is not contingent on performance of any other Service or delivery of any other Service.

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3. Customer Responsibilities.
   a) Managing the Subscription. Customer may use the Service in a manner consistent with the terms of this Agreement. Customer will provide NEOGOV all information needed to process the Order Form to activate the subscription and provision the Service to the Customer.

   b) Managing Authorized Users. Customer is responsible for managing the Authorized Users on its account on the Service.

      i) Invitations and Permissions. Customer is responsible for determining which persons to invite to join the Customer's account on the Service and for all actions by Authorized Users on Customer's account on the Service. Customer is solely in control of the individual permissions on the Customer's account.

      ii) Customer Obligations. Customer must: (A) obtain any rights, permissions, or consents that are necessary for the Authorized User's lawful use of Customer Data and the operation of the Service; (B) ensure that the transfer and processing of Customer Data under the Agreement is lawful; and (C) respond to and resolve any dispute with an Authorized User relating to or based on Customer Data, the Service, or Customer's failure to fulfill its obligations under the Agreement or applicable law. Customer will not, and will ensure its Authorized Users do not (a) make any of the Services available to anyone other than Authorized Users or use any Services for the benefit of anyone other than Customer and its Authorized Users, unless otherwise agreed in writing by the parties, (b) sell, resell, license, sublicense, distribute, make available, rent or lease any of the Services, or include any of the Services in a service bureau or outsourcing offering, unless otherwise agreed in writing by the parties, (c) use the Services to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of the privacy rights, publicity rights, copyright rights, or other rights of any person or entity, (d) use the Services to store or transmit code, files, scripts, agents or programs intended to do harm, including, for example, viruses, worms, time bombs and Trojan horses, (e) interfere with or disrupt the integrity or performance of the Services (including, without limitation, activities such as security penetration tests, stress tests, and spamming activity), (f) attempt to gain unauthorized access to the Services or its related systems or networks, (g) disassemble, reverse engineer, or decompile the Services, or modify, copy, or create derivative works based on the Services or any part, feature, function or user interface thereof, (h) remove the copyright, trademark, or any other proprietary rights or notices included within NEOGOV Intellectual Property and on and in any documentation or training materials, or (i) use the Services in a manner which violates the terms of this Agreement, any Order Form or any applicable laws.

4. Professional Services. "Professional Services" shall mean professional services purchased by Customer as detailed in an applicable Order Form or NEOGOV Scope of Work (SOW) describing the work to be performed, fees, and any applicable milestones, dependencies, and other technical specifications or related information. Professional Services include training, set-up, implementation, and best practices of and concerning the SaaS Applications. Professional Services are subject to the terms of the Professional Services Addendum made available on the NEOGOV Site and made a part hereof and may be subject to additional terms pursuant to an SOW and Service Specifications describing, if applicable, the work to be performed, fees, and any applicable milestones, dependencies, and other technical specifications or related information. Order Forms or SOWs must be signed by Customer before NEOGOV shall commence work. If Customer executes a separate SOW, this Agreement and documents incorporated herein (including but not limited to the Professional Services Addendum) shall control in the event of a conflict with the terms of the SOW.

5. Payment Terms.

   a) Fees. Customer shall pay all Subscription, Onboarding and Set-Up fees ("Subscription Fees") and Professional Service fees ("Professional Service Fees", collectively the "Fees") as set forth in an Order Form within thirty (30) days of the date of NEOGOV's invoice. Fees shall be invoiced annually in advance and in a single invoice for each Term. Unless explicitly stated otherwise in an Order Form, all payments due under an Order Form are expressed in and shall be paid in U.S. dollars. Invoices shall be delivered to the stated "Bill To" party on the Order Form. Unless explicitly provided otherwise, once placed the Order Form is non-cancellable and sums paid are nonrefundable. Any invoiced amount that is not received by NEOGOV when due as set forth in an Order Form will be subject to a late payment fee of 1.5% per month or the maximum rate permitted by law, whichever is lower. If any amount owing by Customer is more than 30 days overdue, NEOGOV may, without limiting its other rights and remedies, suspend the Services until such amounts are paid in full. If Subscription Fees are based upon the Authorized User or employee count as may be specified in an Order Form, Customer shall owe NEOGOV supplemental Subscription Fees to the extent Customer exceeds the number of Authorized Users or employees set forth in the Order Form. Except as otherwise specifically stated in the Order Form, NEOGOV may change the charges for the Services with effect from the start of each Renewal Term by providing Customer with new pricing at least thirty (30) day notice prior to commencement of a Renewal Term. The new pricing shall be deemed to be effective if Customer (a) returns an executed Order Form to NEOGOV, (b) remits payment to

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NEOGOV of the fees set forth in the invoice referencing the new pricing, or (c) the Customer or any of its Authorized Users access or use the Services after the expiration of the previous Term.

b) Taxes. Customer will pay all taxes, duties and levies imposed by all federal, state, and local authorities (including, without limitation, export, sales, use, excise, and value-added taxes) based on the transactions or payments under this Agreement, except those taxes imposed or based on NEOGOV's net income or those exempt by applicable state law. Customer shall provide NEOGOV with a certificate or other evidence of such exemption within ten (10) days after the Effective Date of this Agreement and thereafter upon NEOGOV's request therefor.

c) Purchase Orders. Any reference to a purchase order in an Order Form or any associated invoice is solely for Customer's convenience in record keeping, and no such reference or any delivery of services to Customer following receipt of any purchase order shall be deemed an acknowledgement of or an agreement to any terms or conditions referenced or included in any such purchase order. If a purchase order is delivered by Customer in connection with the purchase of Services, none of the terms and conditions contained in such purchase order shall have any effect or modify or supersede the terms and conditions of this Agreement. NEOGOV's failure to object to terms contained in any such purchase order shall not be a waiver of the terms set forth in this provision or in this Agreement.

6. Term and Termination.

a) Term. This Agreement shall commence on the Effective Date and shall remain in effect until all SaaS Subscriptions have expired and/or both parties have achieved full performance of Professional Services, unless it is terminated earlier in accordance with this Agreement.

b) Termination for Cause; Effect of Termination. Either Party may terminate this Agreement immediately if the other is in material breach of this Agreement and such breach is not cured within thirty (30) days following non-breaching party's written specification of the breach. NEOGOV may suspend the Services or terminate this Agreement immediately in the event the Services or Customer's use of the Services provided hereunder pose a security risk to the Services, NEOGOV or any third party, or become illegal or contrary to any applicable law, rule, regulation, or public policy. Upon expiration or any termination of this Agreement, Customer shall cease all use and refrain from all further use of the Services and other NEOGOV Intellectual Property. Additionally, Customer shall be obligated to pay, as of the effective date of such expiration or termination, all amounts due and unpaid to NEOGOV under this Agreement. Unless otherwise specified, following 90 days after expiration or termination of the Agreement NEOGOV may remove Customer Data from NEOGOV Services and without Customer consent or notice.

7. Audit Rights. Upon reasonable notice, NEOGOV or its agent shall have the right to audit Customer's records relating to its compliance with this Agreement. Customer shall cooperate fully with this audit. If any audit conducted under this Section indicates that any amount due to NEOGOV was underpaid, Customer shall within three (3) business days pay to NEOGOV the amount due. All expenses associated with any such audit shall be paid by NEOGOV unless the audit reveals underpayment in excess of five percent (5%), in which case Customer shall pay such expenses as well as any amount due to NEOGOV.

8. Maintenance; Modifications; Support Services.

a) Maintenance, Updates, Upgrades. NEOGOV maintains NEOGOV's hardware and software infrastructure for the Services and is responsible for maintaining the NEOGOV server operation and NEOGOV database security. NEOGOV may in its sole discretion, periodically modify, Update, and Upgrade the features, components, and functionality of the Services during the Term. "Update" means any update, bug fix, patch or correction of the Services or underlying NEOGOV software that NEOGOV makes generally available to its customers of the same module, excluding Upgrades. Updates are automatic and available upon Customer's next login to the Services following an Update at no additional cost to Customer. "Upgrade" means any update of the Services or underlying NEOGOV software such as platform updates, and major product enhancements and/or new features that NEOGOV makes commercially available. NEOGOV shall have no obligation to provide Upgrades to customers and retains the right to offer Upgrades free of cost or on a per customer basis at additional cost. NEOGOV shall have no liability for, or any obligations to, investments in, or modifications to Customer's hardware, systems or other software which may be necessary to use or access the Services due to a modification, Update, or Upgrade of the Services.

b) Program Documentation; Training Materials. "Program Documentation" shall mean all user guides, training, and implementation material, and Service descriptions provided by NEOGOV to Customer in connection with the Services. NEOGOV hereby grants to Customer a non-exclusive, non-sublicensable, non-transferable license to use, print, and distribute internally via non-public platforms, the Program Documentation during the Term solely for Customer's internal business purposes in connection with its use of the Services. Primary training of NEOGOV Services is conducted by self-review of online materials. NEOGOV's pre-built, online training consists of a series of tutorials to introduce the standard

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features and functions (the "Training Materials"). The Training Materials may be used as reference material by Customer Personnel conducting day-to-day activities.

c) Implementation. For Services requiring implementation, NEOGOV implementation supplements the Training Materials and is conducted off-site unless otherwise agreed in the Order Form. For an additional fee as detailed on an applicable Order Form, NEOGOV personnel will provide consultation on best practices for setting up the Services, answer Customer questions during the implementation period, and use commercially reasonable efforts to ensure Authorized User Admins grasp the system. The length of the implementation time is dependent on the type of Service and the Customer's responsiveness. NEOGOV is not responsible or liable for any delay or failure to perform implementation caused in whole or in part by Customer's delay in performing its obligations hereunder and, in the event of any such delay, NEOGOV may, in its sole discretion, extend all performance dates as NEOGOV deems reasonably necessary.

d) Support. Phone support for the Services is available to Customer Monday through Friday, excluding NEOGOV holidays. Customer may submit a request for online support for the Services 24 hours a day, seven days a week, and the NEOGOV support desk will acknowledge receipt of the request within a reasonable time. The length of time for a resolution of any problem is dependent on the type of case.

e) Limitations. Unless otherwise specified in the Order Form, this Agreement does not obligate NEOGOV to render any maintenance or support services that are not expressly provided herein, including, but not limited to data uploads, manual data entry, migration services, data conversion, refinement, purification, reformatting, SQL dump, or process consultation.

9. NEOGOV Intellectual Property Rights.

a) NEOGOV shall exclusively own all right, title and interest in and to all pre-existing and future intellectual property developed or delivered by NEOGOV including all Services, products, systems, software (including any source code or object code) or Service Specifications related thereto, Updates or Upgrades, trademarks, service marks, logos and other distinctive brand features of NEOGOV and all proprietary rights embodied therein (collectively, the "NEOGOV Intellectual Property"). This Agreement does not convey or transfer title or ownership of the NEOGOV Intellectual Property to Customer or any of its users. All rights not expressly granted herein are reserved by NEOGOV. Other than recommendation use or as required by law, all use of NEOGOV trademarks must be pre-approved by NEOGOV prior to use. Trademarks shall include any word, name, symbol, color, designation or device, or any combination thereof that functions as a source identifier, including any trademark, trade dress, service mark, trade name, logo, design mark, or domain name, whether or not registered.

b) Customer may, but is not obligated to, provide NEOGOV with suggestions, ideas, enhancement requests, or other feedback ("Feedback"). If Customer provides any such Feedback to NEOGOV, Customer hereby grants NEOGOV a nonexclusive, perpetual, irrevocable, royalty-free license to use all Feedback for any purpose. Feedback is provided to NEOGOV on an "as-is" basis without warranties of any kind.

10. Data Processing and Privacy.

a) Customer Data. "Customer Data" shall mean all data that is owned or developed by Customer, whether provided to NEOGOV by Customer or provided by a third party to NEOGOV in connection with NEOGOV's provision of Services to Customer, including Personnel data collected, loaded into, or located in Customer data files maintained by NEOGOV. NEOGOV Intellectual Property, including but not limited to the Services and all derivative works thereof, NEOGOV Confidential Information, and Platform Data do not fall within the meaning of the term "Customer Data". Customer exclusively owns all right, title, and interest in and to all Customer Data. Customer grants NEOGOV a license to host, use, process, display, create non-personal derivative works of, and transmit Customer Data to provide the Services. NEOGOV reserves the right to delete or disable Customer Data stored, transmitted or published by Customer using the Services upon receipt of a bona fide notification that such content infringes upon the intellectual property rights of others, or if NEOGOV otherwise reasonably believes any such content is in violation of this Agreement.

b) Platform Data. "Platform Data" shall mean any anonymized data reflecting the access to or use of the Services by or on behalf of Customer or any user, including statistical or other analysis and performance information related to the provision and operation of the Services including any end user visit, session, impression, clickthrough or click stream data, as well as log, device, transaction data, or other analysis, information, or data based on or derived from any of the foregoing. NEOGOV shall exclusively own all right, title and interest in and to all Platform Data. Customer acknowledges NEOGOV may compile Platform Data based on Customer Data input into the Services. Customer agrees that NEOGOV may use Platform Data to the extent and in the manner permitted under applicable law. Such anonymized data neither identifies Customer or its users, nor can Customer or any its users can be derived from such data.

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c) Data Processing Agreement. The parties agree that the terms of the NEOGOV Data Processing Addendum ("DPA") made available on the NEOGOV Site is hereby incorporated herein by reference and made part of this Agreement and governs NEOGOV's processing of Personal Data.

d) Data Responsibilities.

i) NEOGOV will maintain commercially reasonable administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of the Customer Data. Those safeguards will include, but will not be limited to, measures for preventing access, use, modification or disclosure of Customer Data by NEOGOV personnel except (a) to provide the Services and prevent or address service or technical problems, (b) as compelled by applicable law, or (c) as Customer expressly permits in writing. Customer acknowledges and agrees that it is commercially reasonable for NEOGOV to rely upon the security processes and measures utilized by NEOGOV's cloud infrastructure providers.

ii) Customer is solely responsible for the development, content, operation, maintenance, and use of Customer Data, including but not limited to compliance with applicable laws. NEOGOV will have no responsibility or liability for the accuracy of the Customer Data prior to receipt of such data into the Services. Without limiting the foregoing, Customer shall be solely responsible for and shall comply with all applicable laws and regulations relating to (a) the accuracy and completeness of all information input, submitted, or uploaded to the Services, (b) the privacy of users of the Services, including, without limitation, providing appropriate notices to and obtaining appropriate consents from any individuals to whom Customer Data relates; and (c) the collection, use, modification, alteration, extraction, retention, copying, external storage, disclosure, transfer, disposal, and other processing of any Customer Data. NEOGOV is not responsible for lost data caused by the action or inaction of Customer or Authorized Users. Unless otherwise mutually agreed in writing, Customer shall not maintain any financial, health, payment card, or similarly sensitive data that imposes specific data security or data protection obligations within the Services. Customer shall provide and institute all appropriate tools and procedures required to ensure the security of its own information system and, more specifically, to prevent, detect and destroy the occurrence of any viruses.

e) Breach Notice. NEOGOV will notify Customer of unauthorized access to, or unauthorized use, loss or disclosure of Customer Data within its custody and control (a "Security Breach") within 72 hours of NEOGOV's confirmation of the nature and extent of the same or when required by applicable law, whichever is earlier. Each party will reasonably cooperate with the other with respect to the investigation and resolution of any Security Breach. If applicable law or Customer's policies require notification of its Authorized Users or others of the Security Breach, Customer shall be responsible for such notification.

f) Data Export, Retention and Destruction. Customer may export or delete Customer Data from the Services at any time during a Subscription Term, using the existing features and functionality of the Services. Customer is solely responsible for its data retention obligations with respect to Customer Data. If and to the extent Customer cannot export or delete Customer Data stored on NEOGOV's systems using the then existing features and functionality of the Services, NEOGOV will, upon Customer's written request, make the Customer Data available for export by Customer or destroy the Customer Data. If Customer requires the Customer Data to be exported in a different format than provided by NEOGOV, such additional services will be subject to a separate agreement on a time and materials basis. Except as otherwise required by applicable law, NEOGOV will have no obligation to maintain or provide any Customer Data more than ninety (90) days after the expiration or termination of this Agreement. Customer acknowledges that it is solely responsible for determining any retention requirements with respect to the Customer Data as required by applicable law and NEOGOV disclaims all liability in connection with such determination. In addition, to the extent Customer requests that NEOGOV retain Customer Data beyond the expiration of the retention period required by applicable law, rule or regulation, NEOGOV disclaims all liability in connection with retaining such Customer Data including but not limited to any claims related to loss or destruction of such Customer Data.

11. Third Party Services. The Services may permit Customer and its Authorized Users to access services or content provided by third parties through the Services ("Third Party Services"). Customer agrees that NEOGOV is not the original source and shall not be liable for any inaccuracies contained in any content provided in any of the Third Party Services. NEOGOV makes no representations, warranties or guarantees with respect to the Third Party Services or any content contained therein. NEOGOV may discontinue access to any Third Party Services through the Services if the relevant agreement with the applicable third party no longer permits NEOGOV to provide such access. If loss of access to any Third Party Services (to which Customer has a subscription under this Agreement) occurs during a Subscription Term, NEOGOV will refund to Customer any prepaid fees for such Third Party Services covering the remainder of the Subscription Term.

12. Nondisclosure.

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a) Definition of Confidential Information. "Confidential Information" means all information disclosed by a party ("Disclosing Party") to the other party ("Receiving Party"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Customer's Confidential Information includes its Customer Data. NEOGOV Confidential Information includes the NEOGOV Intellectual Property and the Services. The Confidential Information of each party includes the terms and conditions of this Agreement and all Order Forms (including pricing), as well as business and marketing plans, technology and technical information, product plans and designs, and business processes disclosed by such party. However, Confidential Information does not include any information that (a) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party, (b) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party, (c) is received from a third party without breach of any obligation owed to the Disclosing Party, or (d) was independently developed by the Receiving Party.

b) Obligations. The Receiving Party will: (i) use the same degree of care it uses to protect the confidentiality of its own confidential information of like kind (but not less than reasonable care); (ii) not use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement and (iii) except as otherwise authorized by the Disclosing Party in writing, limit access to Confidential Information of the Disclosing Party to those of its employees and contractors who need access for purposes consistent with this Agreement and who have signed confidentiality agreements with the Receiving Party containing protections not less protective of the Confidential Information than those herein.

c) Exceptions. The Receiving Party may disclose Confidential Information of the Disclosing Party to the extent compelled by law to do so, provided the Receiving Party gives the Disclosing Party prior notice of the compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure.

d) Equitable Relief. The parties recognize and agree there may be no adequate remedy at law for breach of the provisions of the confidentiality obligations set forth in this Section 12, that such a breach may irreparably harm the Disclosing Party and the Disclosing Party is entitled to seek equitable relief (including, without limitation, an injunction) with respect to any such breach or potential breach in addition to any other remedies available to it at law or in equity.

13. Representations, Warranties, and Disclaimers.

a) Mutual Representations. Each party represents and warrants to the other party that (i) it has full power and authority under all relevant laws and regulations and is duly authorized to enter into this Agreement; and (ii) to its knowledge, the execution, delivery and performance of this Agreement by such party does not conflict with any agreement, instrument or understanding, oral or written, to which it is a party or by which it may be bound, nor violate any law or regulation of any court, governmental body or administrative or other agency having jurisdiction over it.

b) Additional Customer Representations and Warranties. Customer hereby represents and warrants to NEOGOV that: (1) Customer and Authorized Users have all necessary rights and authority to upload Customer Data to the Service without violating any third party's proprietary or privacy rights, including intellectual property rights; (2) Customer Data does not contain any viruses, worms, Trojan horses, or other harmful or destructive code or content; and (3) Customer will use the Service in compliance with all laws, rules, regulations, and this Agreement.

c) Service Performance Warranty. NEOGOV warrants that it provides the Services using a commercially reasonable level of care and skill and in a professional manner in accordance with generally recognized industry standards for similar services.

d) No Other Warranty. EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN THIS WARRANTY SECTION, THE SERVICES AND ANY OTHER INFORMATION ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, AND CUSTOMER'S USE OF THE SERVICES IS AT ITS OWN RISK. NEOGOV DOES NOT MAKE, AND HEREBY DISCLAIMS, ANY AND ALL OTHER EXPRESS AND/OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT AND TITLE, AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE. NEOGOV DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED, ERROR-FREE, OR COMPLETELY SECURE, OR THAT ANY ERROR WILL BE CORRECTED.

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e) Disclaimer of Actions Caused by and/or Under the Control of Third Parties. NEOGOV DOES NOT AND CANNOT CONTROL THE FLOW OF DATA TO OR FROM THE NEOGOV SYSTEM AND OTHER PORTIONS OF THE INTERNET. SUCH FLOW DEPENDS IN LARGE PART ON THE PERFORMANCE OF INTERNET SERVICES PROVIDED OR CONTROLLED BY THIRD PARTIES. AT TIMES, ACTIONS OR INACTIONS OF SUCH THIRD PARTIES CAN IMPAIR OR DISRUPT CUSTOMER'S CONNECTIONS TO THE INTERNET (OR PORTIONS THEREOF). ALTHOUGH NEOGOV WILL USE COMMERCIALLY REASONABLE EFFORTS TO TAKE ALL ACTIONS IT DEEMS APPROPRIATE TO REMEDY AND AVOID SUCH EVENTS, NEOGOV CANNOT GUARANTEE THAT SUCH EVENTS WILL NOT OCCUR. ACCORDINGLY, NEOGOV DISCLAIMS ANY AND ALL LIABILITY RESULTING FROM OR RELATED TO SUCH EVENTS OR WITH RESPECT TO ANY THIRD PARTY SERVICES.

f) No Medical Advice. Through certain Services, NEOGOV may make certain telehealth related information available to Customer and/or facilitate user access to telemedicine, expert medical services, and/or emergency medical services. NEOGOV is independent from healthcare providers who provide telemedicine services and is not responsible for such healthcare providers' acts, omissions or for any content or communications made by them. The Services do not provide medical advice and do not create a healthcare provider/patient relationship between Customer and NEOGOV or otherwise. Any Services, or content accessed from the Services, are for informational purposes only and do not constitute medical advice. Customer should seek professional medical advice, diagnosis, and/or treatment for any and all medical conditions, whether as a result of using Services or otherwise. NEOGOV IS NOT RESPONSIBLE OR LIABLE FOR ANY ADVICE, COURSE OF TREATMENT, DIAGNOSIS OR ANY OTHER TREATMENT OR INFORMATION THAT CUSTOMER OR ITS USERS MAY OBTAIN THROUGH THE USE OF THE SERVICES.

14. Indemnification.

a) Customer Indemnity. To the extent permitted by applicable law, Customer will defend and indemnify NEOGOV from and against any claim, demand, suit or proceeding made or brought against NEOGOV (i) by a third party alleging that any Customer Data infringes or misappropriates such third party's intellectual property rights, (ii) in connection with Customer's violation of any applicable laws, or (iii) any claim or allegation by any third party resulting from or related to Customer's or any of its Authorized User's breach of Section 3 of this Agreement.

b) NEOGOV Indemnity. Subject to subsections 14(b)(i) through 14(b)(iii) and 14(c) of this Section, if a third party makes a claim against Customer that any NEOGOV intellectual property furnished by NEOGOV and used by Customer infringes a third party's intellectual property rights, NEOGOV will defend the Customer against the claim and indemnify the Customer from the damages and liabilities awarded by the court to the third-party claiming infringement or the settlement agreed to by NEOGOV.

i) Alternative Resolution. If NEOGOV believes or it is determined that any of the Services may have violated a third party's intellectual property rights, NEOGOV may choose to either modify the Services to be non-infringing or obtain a license to allow for continued use. If these alternatives are not commercially reasonable, NEOGOV may end the subscription or license for the Services and refund a pro-rata portion of any fees covering the whole months that would have remained, absent such early termination, following the effective date of such early termination.

ii) No Duty to Indemnify. NEOGOV will not indemnify Customer if Customer alters the Service or Service Specifications, or uses it outside the scope of use or if Customer uses a version of the Service or Service Specifications which has been superseded, if the infringement claim could have been avoided by using an unaltered current version of the Services or Service Specifications which was provided to Customer, or if the Customer continues to use the infringing material after the subscription expires. NEOGOV will not indemnify the Customer to the extent that an infringement claim is based upon any information, design, specification, instruction, software, data, or material not furnished by NEOGOV. NEOGOV will not indemnify Customer for any portion of an infringement claim that is based upon the combination of Service or Service Specifications with any products or services not provided by NEOGOV. NEOGOV will not indemnify Customer for infringement caused by Customer's actions against any third party if the Services as delivered to Customer and used in accordance with the terms of the Agreement would not otherwise infringe any third-party intellectual property rights.

iii) Exclusive Remedy. This Section provides the exclusive remedy for any intellectual property infringement claims or damages against NEOGOV.

c) Indemnification Procedures. In order to receive the indemnities described hereunder, the indemnified party must: (i) promptly notify the indemnifying party, in writing, of any claim; (ii) cooperate reasonably with indemnifying party, at the indemnifying party's expense, in the defense and/or settlement thereof; and (iii) allow the indemnifying party to control the defense and/or settlement thereof except that the indemnifying party may not, without the indemnified party's

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prior written consent, enter into any settlement that does not unconditionally release the indemnified party from liability. The indemnified party shall have the right to participate in any defense of a claim and/or to be represented by counsel of its own choosing at its own expense, provided that ultimate control of such defense shall remain solely with the indemnifying party.

15. Limitations of Liability.

    a) EXCLUSION OF DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL EITHER PARTY BE LIABLE UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ITS SUBJECT MATTER UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, INCLUDING FOR ANY: (a) LOSS OF PRODUCTION, USE, BUSINESS, REVENUE, OR PROFIT OR DIMINUTION IN VALUE; (b) IMPAIRMENT, INABILITY TO USE OR LOSS, INTERRUPTION OR DELAY OF THE SERVICES; (c) LOSS, DAMAGE, CORRUPTION OR RECOVERY OF DATA, OR BREACH OF DATA OR SYSTEM SECURITY; (d) COST OF REPLACEMENT GOODS OR SERVICES; (e) LOSS OF GOODWILL, LOSS OF BUSINESS OPPORTUNITY OR PROFIT, OR LOSS OF REPUTATION; OR (f) CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED, OR PUNITIVE DAMAGES, REGARDLESS OF WHETHER SUCH PERSONS WERE ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

    b) CAP ON MONETARY LIABILITY. EXCEPT FOR DAMAGES ARISING OUT OF LIABILITY WHICH CANNOT BE LAWFULLY EXCLUDED OR LIMITED, OR CUSTOMER'S OBLIGATIONS TO MAKE PAYMENT UNDER THIS AGREEMENT, THE TOTAL AGGREGATE LIABILITY OF EITHER PARTY FOR ANY AND ALL CLAIMS AGAINST THE OTHER PARTY UNDER THIS AGREEMENT, WHETHER ARISING UNDER OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR ANY OTHER LEGAL OR EQUITABLE THEORY, SHALL NOT EXCEED THE AMOUNT OF ALL PAYMENTS ACTUALLY RECEIVED BY NEOGOV FROM CUSTOMER IN CONNECTION WITH THIS AGREEMENT IN THE 12 MONTH PERIOD PRECEDING THE DATE OF THE FIRST EVENT INITIALLY GIVING RISE TO SUCH LIABILITY. THE EXISTENCE OF ONE OR MORE CLAIMS WILL NOT ENLARGE THE LIMIT.

16. Reimbursement of Costs in Third Party Litigation. With respect to any litigation or other court proceeding involving Customer and a third party, if any subpoena or other legally binding request related to such litigation or court proceeding is served to NEOGOV requesting copies of documents maintained by NEOGOV or otherwise requesting NEOGOV to appear as a witness in any capacity or provide testimony with respect to Customer's documentation, Customer shall reimburse NEOGOV for its out-of-pocket costs associated with compliance with such request, including but not limited to NEOGOV's reasonable attorneys' fees.

17. EOL Products. NEOGOV may, in its discretion, at certain times elect to discontinue development, distribution and/or support of any Service or any elements or versions of any Service, and thereby designate such Service or elements or versions as end of life ("EOL"). In the event that NEOGOV elects to announce EOL for any Service, NEOGOV will provide six (6) months prior notice. Customer will have a period of six (6) months after receipt of such notice to upgrade to the last commercially available (non-EOL) version of the Service, if applicable, or otherwise following the expiration of such six (6) month period, the Service shall be deemed terminated without penalty and a pro rata refund shall be provided to Customer for the remaining term of the Service. During the 6-month notice period, Customer may continue exercising all of the rights set forth in this Agreement with respect to such EOL Service.

18. Text Message Communications. NEOGOV may offer Personnel the opportunity to receive text messages regarding job application or hiring process reminders, applicant status updates, or other human resource related notices. Since these text message services depend on the functionality of third-party providers, there may be technical delays on the part of those providers. NEOGOV may make commercially reasonable efforts to provide alerts in a timely manner with accurate information, but cannot guarantee the delivery, timeliness, or accuracy of the content of any alert. NEOGOV shall not be liable for any delays, failure to deliver, or misdirected delivery of any alert; for any errors in the content of an alert; or for any actions taken or not taken by you or any third party in reliance on an alert. NEOGOV cannot vouch for the technical capabilities of any third parties to receive such text messages. To the extent you utilize text messaging features, NEOGOV shall not be responsible for your use of such features, and you shall indemnify NEOGOV with respect to any damages resulting from your use including but not limited any violations of applicable law. NEOGOV MAKES NO WARRANTIES OR REPRESENTATIONS OF ANY KIND, EXPRESS, STATUTORY, OR IMPLIED AS TO: (a) THE AVAILABILITY OF TELECOMMUNICATION SERVICES; (b) ANY LOSS, DAMAGE, OR OTHER SECURITY INTRUSION OF THE TELECOMMUNICATION SERVICES; AND (c) ANY DISCLOSURE OF INFORMATION TO THIRD PARTIES OR FAILURE TO TRANSMIT ANY DATA, COMMUNICATIONS, OR SETTINGS CONNECTED WITH THE SERVICES.

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19. Publicity. Unless otherwise provided in the applicable Order Form, NEOGOV may identify Customer as one of its customers and use Customer's logo for such purposes, subject to any trademark usage requirements specified by Customer.

20. Force Majeure. Except for Customer's payment obligations to NEOGOV, neither party shall be liable for any damages, costs, expenses or other consequences incurred by the other party or by any other person or entity for any act, circumstance, event, impediment or occurrence beyond such party's reasonable control, including, without limitation: (a) acts of God; (b) changes in or in the interpretation of any law, rule, regulation or ordinance; (c) strikes, lockouts or other labor problems; (d) transportation delays; (e) unavailability of supplies or materials; (f) fire or explosion; (g) riot, pandemic, military action or usurped power; (h) actions or failures to act on the part of a governmental authority; (i) internet service interruptions or slowdowns, vandalism or cyber-attacks, or (j) any other cause beyond the reasonable control of such party.

21. Independent Contractor; No Third Party Beneficiary; Fulfillment Partners. The relationship of the parties shall be deemed to be that of an independent contractor and nothing contained herein shall be deemed to constitute a partnership between or a joint venture by the parties hereto or constitute either party the employee or agent of the other. Customer acknowledges that nothing in this Agreement gives Customer the right to bind or commit NEOGOV to any agreements with any third parties. This Agreement is not for the benefit of any third party and shall not be deemed to give any right or remedy to any such party whether referred to herein or not. NEOGOV may designate any third-party affiliate, or other agent or subcontractor (each a "Fulfillment Partner"), without notice to, or the consent of, Customer, to perform such tasks and functions to complete any Services.

22. Entire Agreement; Amendment; Addendum. This Services Agreement, the Exhibits hereto, each Addendum (as may be applicable pursuant to the terms therein) and documents incorporated herein, the applicable Order Form, and Special Conditions (if any) constitute the entire agreement between the parties with respect to the subject matter hereof and supersede all prior or contemporaneous oral and written statements of any kind whatsoever made by the parties with respect to such subject matter. It is expressly agreed that the terms of this Agreement and any NEOGOV Order Form shall supersede the terms in any non-NEOGOV purchase order or other ordering document. Notwithstanding the foregoing, any conflict of terms shall be resolved by giving priority in accordance with the following order: 1) Special Conditions (if any), 2) NEOGOV Order Form, 3) the NEOGOV Services Agreement, and 4) incorporated documents (including the Exhibits and each applicable Addendum). This Agreement supersedes the terms and conditions of any clickthrough agreement associated with the Services. This Agreement may not be modified or amended (and no rights hereunder may be waived) except through a written instrument signed by the parties to be bound. If you are subscribing for the HRIS, Vetted, or PowerEngage Platform, you hereby specifically agree to the terms of the applicable Addendum set forth on the NEOGOV Site. In addition, certain Services may disclose the use of artificial intelligence, in which case, Customer hereby agrees to the terms of the AI Addendum set forth on the NEOGOV Site.

23. General.

    a) Governing Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the state of California, without giving effect to conflict of law rules. Any legal action or proceeding relating to this Agreement shall be instituted only in any state or federal court in Los Angeles, California.

    b) Severability. If any provision of this Agreement is held to be illegal or unenforceable, such provision shall be limited or eliminated to the minimum extent necessary so that the remainder of this Agreement will continue in full force and effect. Provisions that survive termination or expiration are those relating to, without limitation, accrued rights to payment, acknowledgements and reservations of proprietary rights, confidentiality obligations, warranty disclaimers, and limitations of liability, and others which by their nature are intended to survive.

    c) Notices. All notices or other communications required or permitted hereunder shall be in writing and shall be deemed to have been duly given either when personally delivered, one (1) business day following delivery by recognized overnight courier or electronic mail, or three (3) business days following deposit in the U.S. mail, registered or certified, postage prepaid, return receipt requested. All such communications shall be sent to (i) Customer at the address set forth in the Order Form and (ii) NEOGOV at the address specified in the applicable Order Form.

    d) Waiver. The waiver, express or implied, by either party of any breach of this Agreement by the other party will not waive any subsequent breach by such party of the same or a different kind. This Agreement may be executed in two or more counterparts, each of which will be deemed an original, but all of which taken together shall constitute one and the same instrument.

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e) Electronic Delivery. Delivery of a copy of this Agreement or an Order Form bearing an original signature by electronic mail or by any other electronic means will have the same effect as physical delivery of the paper document bearing the original signature.

f) Assignment. Customer may not assign this Agreement without the express written approval of NEOGOV Any attempt at assignment in violation of this Section shall be null and void.

g) Construction. The parties intend this Agreement to be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted. The exhibits, addendum, schedules, attachments, and appendices referred to herein are an integral part of this Agreement to the same extent as if they were set forth verbatim herein.

h) Subcontractors. For purposes of this Agreement, including any subsequent documentation requested by Customer pursuant to this Agreement, the term "subcontractors" shall exclude subcontractors (i) who perform routine software development and maintenance services which are not specific to the Customer, (ii) subcontractors who will not have any access to Customer Data, and (iii) subcontractors who have access to Customer Data solely within NEOGOV's or Customer's systems.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective duly authorized officers as of the date set forth below, and consent to the Agreement.

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COUNTY

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

By:_____
Sarah Leonardi, Chair

Date: _____

Attest: _____
Dr. Howard Hepburn
Superintendent

Approved to form and Legal Content:

By:_____
Office of the General Counsel

Name: (Date):
Title:

NEOGOV™

PowerDMS Digital Management Software A NEOGOV Company

Accepted and Agreed By:

NEOGOV

Signature: Signed by: Brian Gelston A4D2736519A94EE...

Printed Name: Brian Gelston

NEOGOV LEGAL KS 2:45 pm, Jul 22 2026

Title: Revenue Accounting Manager

Date: 7/22/2026 | 12:00:30 PM PDT

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Exhibit A
Government Customer Addendum

If Customer is a Government Customer, the following Government Customer Addendum ("Government Addendum") forms part of the Services Agreement, and in the case of any conflict or inconsistency between the terms and provisions of this Addendum and any other provision of the Services Agreement, the terms of this Government Addendum shall control. For purposes hereof, a "Government Customer" means a Customer which is a (a) U.S. Federal agency, (b) state government, agency, department, or political subdivision (including a city, county or municipal corporation), or (c) instrumentality of any of the foregoing (including a municipal hospital or municipal hospital district, police or fire department, public library, park district, state college or university, Indian tribal economic development organization, or port authority).

1. **Applicability**. The provisions of this Addendum shall apply only if Customer is a Government Customer under the Services Agreement.

2. **Termination for Non-Appropriation of Funds on Multi-Year Deals**. Customer represents that it has received sufficient appropriation of funds by the applicable legislature (or other appropriate governmental body) ("Governmental Appropriation") for the first year of the term of any Order Form executed by Customer (the "First Year" and all such years following the First Year which are included in the term of an Order Form, the "Future Years"). If Customer is subject to federal, state or local law which makes Customer's financial obligations under this Services Agreement contingent upon Governmental Appropriation, and if such funds are not forthcoming or are insufficient due to failure of such Governmental Appropriation, then Customer will have the right to terminate the then remaining portion of any Future Years under the Services Agreement at no additional cost and with no penalty by giving prior written notice documenting the lack of funding. Customer will provide at least thirty (30) days advance written notice of such termination. Customer will use reasonable efforts to ensure appropriated funds are available. It is expressly agreed that Customer shall not activate this non-appropriation provision for its convenience or to circumvent the requirements of this Agreement, but only as an emergency fiscal measure during a substantial fiscal crisis, which affects generally its fiscal operations. If Customer terminates the Services Agreement under this Section 2, Customer agrees not to replace the Services with functionally similar products or services for a period of one year after the termination of the Services Agreement.

3. **Indemnification**. If Customer is prohibited by federal, state or local law from agreeing to hold harmless or indemnify third parties, Section 14(a) and the indemnification provision included in Section 18 of the Services Agreement shall not apply to Customer, to the extent disallowed by applicable law.

4. **Open Records**. If the Customer is subject to federal or state public records laws, including laws styled as open records, freedom of information, or sunshine laws ("Open Records Laws") the confidentiality requirements of Section 12 of the Services Agreement apply only to the extent permitted by Open Records Laws applicable to the Customer. This Section is not intended to be a waiver of any of the provisions of the applicable Open Records Laws, including, without limitation, the requirement for the Customer to provide notice and opportunity for NEOGOV to assert an exception to disclosure requirements in accordance with the applicable Open Records laws.

5. **Cooperative Purchasing**. As permitted by law, it is understood and agreed by Customer and NEOGOV that any (i) federal, state, local, tribal, or other municipal government (including all administrative agencies, departments, and offices thereof); (ii) any business enterprise in which a federal, state, local, tribal or other municipal entity has a full, majority, or other controlling interest; and/or (iii) any public school (including without limitation K-12 schools, colleges, universities, and vocational schools) (collectively referred to as the "New Entity") may purchase the Services specified herein in accordance with the terms and conditions of this Agreement. It is also understood and agreed that each New Entity will establish its own contract with NEOGOV, be invoiced therefrom and make its own payments to NEOGOV in accordance with the terms of the contract established between the New Entity and NEOGOV. With respect to any purchases by a New Entity pursuant to this Section, Customer: (i) shall not be construed as a dealer, re-marketer, representative, partner or agent of any type of NEOGOV, or such New Entity; (ii) shall not be obligated, liable or responsible for any order made by New Entities or any employee thereof under the agreement or for any payment required to be made with respect to such order; and (iii) shall not be obliged, liable or responsible for any failure by any New Entity to comply with procedures or requirements of applicable law or to obtain the due authorization and approval necessary to purchase under the agreement. Termination of this Agreement shall in no way limit NEOGOV from soliciting, entering into, or continuing a contractual relationship with any New Entity. Any New Entity who purchases Services under this Section hereby represents that is has the authority to use this Services Agreement for the purchase and that the use of the Services Agreement for the purchase is not prohibited by law or procurement regulations applicable to the New Entity.

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Exhibit B
Integration Terms Addendum

NEOGOV offers integrations and platform APIs for integrations to third party systems ("Integration Services"). Customer may use only those Integration Services purchased or subscribed to as listed within the NEOGOV Order Form. The following terms (the "Integration Terms Addendum") shall apply to the extent that Customer utilizes a system integration between the Services and either: (a) an affiliated integrated service, including those found at https://api.neogov.com/connect/marketplace.html ("Affiliated API") or to the extent that Customer utilizes a system integration between the Services and an unaffiliated third-party service ("Customer Application") integrated using NEOGOV's open API ("Open API"). Integration Services are not available for HRIS Services and this Exhibit B shall not apply to HRIS Services.

1. Provision of Integrations. Subject to and conditioned on compliance with all terms and conditions set forth in this Agreement, NEOGOV hereby grants Customer a limited, revocable, non-exclusive, non-transferable, non-sublicensable license during the applicable Term to use and/or access the Affiliated API as described in this Agreement, or the Open API for communication between Customer's human resource related third application(s) that will interoperate with NEOGOV Services (collectively these uses shall be referred to as the "API" or "Integration"). Customer acknowledges there are no implied licenses granted under this Agreement. NEOGOV reserves all rights that are not expressly granted. Customer may not use the API for any other purpose without our prior written consent. Customer may not share the API with any third party, must keep the API and all log-in information secure, and must use the API key as Customer sole means of accessing the API.

2. Integration Intellectual Property. All right, title, and interest in the API and any and all information, data, documents, materials, inventions, technologies, know-how, descriptions, requirements, plans, reports, works, intellectual property, software, hardware, systems, methods, processes, and inventions, customizations, enhancements, improvements and other modifications based on or derived from the API are and will remain, as appropriate, with NEOGOV. All right, title, and interest in and to the third-party materials, includingall intellectual property rights therein, are and will remain with their respective third-party rights holders subject to the terms and conditions of the applicable third-party license agreements. Customer has no right or license with respect to any third-party materials except as expressly licensed under such third-party license agreements.

3. Integration Terms of Use. Except as expressly authorized under this Agreement, you may not remove any proprietary notices from the API; use the API in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property rightor other right of any person, or that violates any applicable law; combine or integrate the API with any software, technology, services, or materials not authorized by NEOGOV; design or permit Customer Application(s) to disable, override, or otherwise interfere with any NEOGOV-implemented communications to end users, consent screens, user settings, alerts, warning, or the like; use the API in any of Customer Application(s) to replicate or attempt to replace the user experience of the Services; or attempt to cloak or conceal Customer identity or the identity of Customer Application(s) when requesting authorization to use the API.

4. Customer Integration Responsibilities. Customer, Customer developed web or other software services or applications, and Customer third-party vendors that integrate with the API (collectively the "Customer Applications"), shall comply with all terms and conditions of this Agreement, all applicable laws, rules, and regulations, and all guidelines, standards, and requirements that may be posted on https://api.neogov.com/connect/index.html from time to time. In addition, Customer will not use the API in connection with or to promote any products, services, or materials that constitute, promote, or are used primarily for the purpose of dealing in spyware, adware,or other malicious programs or code, counterfeit goods, items subject to U.S. embargo, unsolicited mass distribution of email ("spam"),multi-level marketing proposals, hate materials, hacking, surveillance, interception, or descrambling equipment, libelous, defamatory, obscene, pornographic, abusive, or otherwise offensive content, stolen products, and items used for theft, hazardous materials, or any illegal activities.

5. Cooperation. If applicable, Customer shall timely provide such cooperation, assistance, and information as NEOGOV reasonably requests to enable the API. NEOGOV is not responsible or liable for any late delivery or delay or failure of performance caused in wholeor in part by Customer's delay in performing, or failure to perform, any of its obligations under this Agreement. NEOGOV will provide Customer maintenance and support services for API issues arising from the information technology designed, developed, and under then current control of NEOGOV. NEOGOV shall have no obligation to provide maintenance or support for issues arising from the inaction or action of Customer or third parties of which are outside NEOGOV control.

6. Provision of Open API. In the event license fees or other payments are not due in exchange for the right to use and access

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the Open API, you acknowledge and agree that this arrangement is made in consideration of the mutual covenants set forth in this Agreement, including, without limitation, the disclaimers, exclusions, and limitations of liability set forth herein. Notwithstanding the foregoing, NEOGOV reserves the right to charge for access with effect from the start of each Renewal Term by giving Customer at least ninety (90) day notice prior to commencement of a Renewal Term.

7. API Key. In order to use and access the Open API, you must obtain an Open API key through the registration process. Customer agreesto monitor Customer Applications for any activity that violates applicable laws, rules and regulation, or any terms and conditions of this Agreement, including any fraudulent, inappropriate, or potentially harmful behavior. This Agreement does not entitle Customer to any support for the Open API. You acknowledge that NEOGOV may update or modify the Open API from time to time and at our sole discretion and may require you to obtain and use the most recent version(s). You are required to make any such changes to Customer Applications that are required for integration as a result of such Update at Customer sole cost and expense. Updates may adversely affect how Customer Applications communicate with the Services.

8. Efficient Processing. You must use efficient programming, which will not cause an overwhelming number of requests to be made in too short a period of time, as-determined solely by NEOGOV. If this occurs, NEOGOV reserves the right to throttle your API connections,or suspend or terminate your access to the Open API. NEOGOV shall use reasonable efforts to provide Customer notice and reasonable time to cure prior to taking such actions.

9. Open API Limitations. TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW, IN NO EVENT WILL NEOGOVBE LIABLE TO CUSTOMER OR TO ANY THIRD PARTY UNDER ANY TORT, CONTRACT, NEGLIGENCE, STRICTLIABILITY, OR OTHER LEGAL OR EQUITABLE THEORY FOR ANY DIRECT, LOST PROFITS, LOST OR CORRUPTED DATA, COMPUTER FAILURE OR MALFUNCTION, INTERRUPTION OF BUSINESS, OR OTHER SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND ARISING OUT OF THE USE OR INABILITY TO USE THE OPEN API; OR ANY DAMAGES, IN THE AGGREGATE, IN EXCESS OF FIFTY DOLLARS, EVEN IF NEOGOV HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES AND WHETHER OR NOT SUCH LOSS OR DAMAGES ARE FORESEEABLE OR NEOGOV WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. ANY CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING TO THIS AGREEMENT MUST BE BROUGHT WITHIN ONE YEAR AFTER THE OCCURRENCE OF THE EVENT GIVING RISE TO SUCH CLAIM.

10. Open API Termination. Notwithstanding the additional Termination rights herein, NEOGOV may immediately terminate or suspend Customer access to Open APIs in our sole discretion at any time and for any reason, with or without notice or cause. In addition, your Open API subscription will terminate immediately and automatically without any notice if you violate any of the terms and conditions of this Agreement.

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ATTACHMENT 1
TO NEOGOV AGREEMENT

1.1 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 ("NEOGOV") and The School Board of Broward County, Florida ("SBBC" or "Customer"), the nongovernmental entity must provide SBBC entity with an affidavit signed by an officer or a representative of the nongovernmental entity under penalty of perjury attesting that the nongovernmental entity does not use coercion for labor or services as defined in Section 787.05(13), Florida Statutes. The nongovernmental entity shall attach hereto as **Exhibit A** an affidavit signed by an officer or representative of the nongovernmental entity under penalty of perjury stating that the nongovernmental entity does not use coercion for labor or services as defined in that statute. The submission of a false affidavit may subject the nongovernmental entity to civil penalties, attorney's fees, and/or costs. Any agreement with SBBC shall be terminated by SBBC without recourse if the nongovernmental entity is found to have submitted a false affidavit. Any delays in delivery or service under this Agreement arising out of, as a result of, or in connection with the nongovernmental entity's use of coercion for labor or services as defined by Section 787.06(13), Florida Statutes, is not a Force Majeure event under this Agreement.

1.2 Foreign Country of Concern Attestation Form. Nongovernmental entities ("NEOGOV") receiving an award under this Agreement will receive access to personal identifying information for purposes of Sections 287.138 and 501.17(g)1, Florida Statutes. Rule 60A-1.020, Florida Administrative Code, adopted Form PUR 1355, "Foreign Country of Concern Attestation Form" (the "Form") to be completed by all the nongovernmental entities that would access personal identifying information. The Form is attached hereto as **Exhibit B** and must be executed by the nongovernmental entity and be submitted with the nongovernmental entity's executed agreement or an amendment renewing or extending an agreement. A proposed agreement or amendment submitted by a the nongovernmental entity without a fully executed "Foreign Country of Concern Attestation Form" will be rejected pursuant to Section 287.138(4)(a), Florida Statutes, and will not be considered for award.

1.3 **NEOGOV Safeguarding Confidentiality of Education Records.** Customer shall not disclose any education records or employee records to NEOGOV (PowerDMS) pursuant to this Agreement. Regarding the use of AI Tools: Customer may submit Customer Data (including in the form of prompts or queries) to AI Tools ("Inputs") and receive outputs from the AI Tools ("Outputs"). Customer's use of AI Tools are optional and NEOGOV shall disclose the use of any AI Tools in each Service.

1.4 **Inspection of NEOGOV's Records by SBBC**. NEOGOV 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 NEOGOV's applicable records exclusively related to the payment for services provided to SBBC pursuant to this Agreement, regardless of the form in which they are kept, shall be open to inspection and subject to audit, inspection, examination, evaluation, and reproduction for the later of five (5) years after the termnation of this Agreement or five (5) years after the date of the final payment

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to NEOGOV by SBBC pursuant to this Agreement,, 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 NEOGOV 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. Notwithstanding the foregoing, all audits shall be limited to records relating exclusively to the Agreement between NEOGOV and SBBC. NEOGOV will provide access to such records by SBBC representatives. SBBC shall not be permitted to audit NEOGOV's physical premises or servers where personal data or confidential information is stored. Audits shall be limited to one (1) audit per year, with a minimum of thirty (30) calendar days advance written notice required to NEOGOV for audits and records requests. All costs for the audits shall be incurred by SBBC.

(d) Failure to Permit Inspection. Failure by NEOGOV 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 NEOGOV's claims for payment.

(e) Overcharges and Unauthorized Charges. NEOGOV shall remain diligent and responsive in addressing reported discrepancies.

(f) This section is intentionally left blamk.

(g) Inspector General Audits. NEOGOV acknowledges that Office of Inspector General (OIG) and other agency charter or governance provisions may require that access be granted to NEOGOV records when deemed necessary, particularly for purposes of reviewing non-public records, , and enforcing compliance of the terms exclusively between NEOGOV and Customer.

1.5 **Notice**. When any of the parties desire to give notice to the other, such notice must be in writing, sent by U.S. Mail, postage prepaid, addressed to the party for whom it is intended at the place last specified; the place for giving notice shall remain such until it is changed by written notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving notice:

To SBBC:	Superintendent of Schools The School Board of Broward County, Florida 600 Southeast Third Avenue Fort Lauderdale, Florida 33301
With a Copy to:	Chief of Police – Broward County District Schools The School Board of Broward County, Florida 7720 West Oakland Park Boulevard Sunrise, FL 33351
To NEOGOV:	Traci Yudman

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tyudman@neogov.net

With a Copy to: Renewals
renewals@neogov.net

1.6 **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.

1.7 **Background Screening.** NEOGOV shall comply with all requirements of Sections 1012.32, 1012.465, 1012.467, and 1012.468, Florida Statutes, and all of its personnel who (a) are to be permitted access to school grounds when students are present, (b) will have direct contact with students, or (c) have access or control of school funds, will successfully complete the background screening required by the referenced statutes and meet the standards established by the statutes. Personnel who are subject to background screening include all of Insert Name's non-exempt employees, representatives, agents, and sub-contractors performing duties under this Agreement who meet any of the three (3) descriptions listed above. This background screening will be conducted by SBBC in advance of Insert Name or its personnel providing any services under this Agreement. NEOGOV 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 NEOGOV and its personnel. The parties agree that the failure of NEOGOV 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 NEOGOV to cure such default and no further responsibilities or duties for SBBC to perform under this Agreement. NEOGOV 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 NEOGOV'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.

1.8 **Public Records.** All customer data is deleted by NEOGOV after ninety (90) days post termination. NEOGOV does not retain customer data beyond that timeframe. However, the following provisions are required by Section 119.0701, Florida Statutes. NEOGOV shall keep and maintain public records required by SBBC to perform the services required under this

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Agreement. Upon request from SBBC's custodian of public records, NEOGOV shall provide SBBC with a copy of any requested public records in its possession or to allow any requested public records in its possession 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. NEOGOV 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 NEOGOV does not transfer the public records to SBBC. Within ninety (90) calendar days folliwing completion of the Agreement, NEOGOV shall transfer, at no cost, to SBBC all public records in possession of NEOGOV. If NEOGOV transfers all public records to SBBC upon completion of the Agreement, NEOGOV shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If NEOGOV keeps and maintains public records upon completion of the Agreement, NEOGOV 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.

1.9 **Liability**. This Public Records section survives the termination of all performance or obligations under this Agreement to the latter of ninety (90) calendar days past termination, or until any proceeding brought on account of this Agreement is barred by any applicable statute of limitations, and is fully binding until such time. For purposes of clarity, NEOGOV may not retain Customer Data, as defined in the Services Agreement, beyond ninety (90) calendar days post termination of the Agreement.

(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 NEOGOV. NEOGOV agrees to indemnify, hold harmless and defend SBBC, from any and all third-party claims, judgments, costs, and expenses including, but not limited to, reasonable attorney's fees, reasonable investigative and discovery costs, court costs, and all other sums which SBBC may pay or become obligated to pay on account of such claim, arising out of third-party claims of bodily injury, death, or personal tangible property damages related NEOGOV's gross negligence or willful or more culpable conduct. NEOGOV's indemnity does not extend to any loss arising from (i) the negligence or willful misconduct of any of the Indemnified Parties; (ii) third-party materials or Data; (iii) access to or use of the NEOGOV's

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materials in combination with any hardware, system, software, network, or other materials or service not provided by NEOGOV or specified for SBBC's use in the Documentation; (iv) modification of the NEOGOV's Materials other than by or on behalf of NEOGOV; or with NEOGOV's written approval in accordance with NEOGOV's written specification; or (v) failure to timely implement any modifications, upgrades, replacements, or enhancements. THIS SECTION SETS FORTH CUSTOMER'S SOLE REMEDIES AND NEOGOV'S SOLE LIABILITY AND OBLIGATION FOR ANY ACTUAL, THREATENED, OR ALLEGED CLAIMS ,

1.10 **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.

1.11 **Nondiscrimination.**

(a) As a condition of entering into this Agreement, NEOGOV 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, NEOGOV 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 NEOGOV retaliate against any person for reporting instances of such discrimination. NEOGOV 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. NEOGOV understands and agrees that a material violation of this clause is considered a material breach of this Agreement and may result in termination of this Agreement, disqualification of the company from participating in SBBC Agreements, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third-party.

1.12 **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

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Syria. Entering into this Agreement constitutes certification by NEOGOV 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. NEOGOV further certifies that it is not engaged in a boycott of Israel or engaged in business operations in Cuba or Syria. NEOGOV 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. NEOGOV further understands that any Agreement with SBBC for goods or services of any amount may be terminated at SBBC's option if NEOGOV (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 NEOGOV 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.

1.13 **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. Notwithstanding the foregoing, SBBC will provide at least thirty (30) calendar days advance written notice of such termination. SBBC will use reasonable efforts to ensure appropriated funds are available. It is expressly agreed that SBBC shall not activate this non-appropriation provision for its convenience or to circumvent the requirements of this Agreement, but only as an emergency fiscal measure during a substantial fiscal crisis, which affects generally its fiscal operations, or for compliance with Section 1011.14, Florida Statutes.

1.14 **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.

1.15 **Incorporation by Reference**. **Exhibits A and B** attached hereto and referenced herein are incorporated into this Agreement by reference.

1.16 **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

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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.

1.17 **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 survive the termination of all performance or obligations under this Agreement and is fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

1.18 **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.

1.19 **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.

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1.20 **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.

1.22 **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.

1.23 **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.

1.24 **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.

1.25 **Entirety of Agreement**. This document, as an attachment to NEOGOV Services Agreement (the "NEOGOV Services Agreement") incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document or in NEOGOV Services Agreement. Accordingly, the parties agree that no deviation from the terms hereof is predicated upon any prior representations or agreements, whether oral or written.

1.26 **Binding Effect**. This Agreement is binding upon and inures to the benefit of the parties hereto and their respective successors and assigns.

1.27 **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

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limitation, the partial assignment of any right to receive payments from SBBC. For purposes of clarity, any merger, consolidation, or reorganization involving NEOGOV (regardless of whether NEOGOV is a surviving or disappearing entity) will not be considered a transfer of rights, obligations, or performance under this Agreement, and NEOGOV will not be obligated to provide notice or obtain consent from SBBC.

1.28 **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.

1.29 **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.

1.30 **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.

1.31 **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.

1,32 **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.

1.33 **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.

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1.34 **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.

1.35 **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.

1.36 **Agreement Administration.** SBBC has delegated authority to the Superintendent of Schools or his designee to take any actions necessary to implement and administer this Agreement.

1.37 **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.

1.38 **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.

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Exhibit A
Affidavit Attesting to Noncoercive Conduct for Labor or Services

As a nongovernmental entity executing, renewing, or extending a contract with The School Board of Broward County, Florida ("SBBC"), the nongovernmental entity ("Entity") is required to provide an affidavit under penalty of perjury attesting that Entity does not use coercion for labor or services in accordance with Section 787.06, Florida Statutes. As defined in Section 787.06(2)(a), Florida Statutes, coercion means: 1. Using or threatening to use physical force against any person; 2. Restraining, isolating, or confining or threatening to restrain, isolate, or confine any person without lawful authority and against her or his will; 3. Using lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or service are not respectively limited and defined; 4. Destroying, concealing, removing, confiscating, withholding, or possessing any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person; 5. Causing or threatening to cause financial harm to any person; 6. Enticing or luring any person by fraud or deceit; or 7. Providing a controlled substance as outlined in Schedule I or Schedule II of Section 893.03, Florida Statutes, to any person for the purpose of exploitation of that person.

Under penalties of perjury and as a person authorized to sign on behalf of the Entity, I declare that I have read the foregoing statement; that the facts stated in it are true; and that the Entity does not use coercion for labor or services in accordance with Section 787.06, Florida Statutes.

Name of Entity: Governmentjobs.com Inc. dba NEOGOV

Entity's Address: 2120 Park Place, Ste 100, El Segundo, CA 90245

Entity's Email Address: renewals@neogov.net

Entity's Phone Number: (888) 636-4681

Entity's FEIN: 33-0888748

Signature of Entity's Officer or Representative: Signed by: Brian Gelston A4D2736519A94EE...

NEOGOV LEGAL KS 2:46 pm, Jul 22 2026

Printed Name of Entity's Officer or Representative: Brian Gelston

Title of Entity's Officer or Representative: Revenue Accounting Manager

Date: 7/22/2026 | 12:00:30 PM PDT

Docusign Envelope ID: 2B6547BE-EEEF-896A-8151-44E63DC033C3

EXHIBIT B
FOREIGN COUNTRY OF CONCERN ATTESTATION
(REVISED FORM PUR 1355)

This form must be completed by an officer or representative of a nongovernmental entity ("Entity") submitting a bid, proposal, or reply to, or entering into, renewing, or extending, a contract with a The School Board of Broward County, Florida ("SBBC") which would grant the entity access to an individual's Personal Identifying Information. Capitalized terms used herein have the definitions ascribed in Rule 60A-1.020, F.A.C. The Entity is not owned by the government of a Foreign Country of Concern, is not organized under the laws of nor has its Principal Place of Business in a Foreign Country of Concern, and the government of a Foreign Country of Concern does not have a Controlling Interest in the Entity.

Under penalties of perjury and as a person authorized to sign on behalf of the Entity, I declare that I have read the foregoing statement; and that the facts stated in it are true.

Name of Entity: Governmentjobs.com Inc. dba NEOGOV

Entity's Address: 2120 Park Place, Ste 100, El Segundo, CA 90245

Entity's Email Address: renewals@neogov.net

Entity's Phone Number: (888) 636-4681

Entity's FEIN: 33-0888748

Signature of Entity's Officer or Representative: Signed by: Brian Gelston A4D2736519A94EE...

NEOGOV LEGAL KS 2:46 pm, Jul 22 2026

Printed Name of Entity's Officer or Representative: Brian Gelston

Title of Entity's Officer or Representative: Revenue Accounting Manager

Date: 7/22/2026 | 12:00:30 PM PDT

Status: ORIGINAL

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

2026-10-13	Regular School Board Meeting
CATEGORY:	O. Operations
DEPARTMENT:	Procurement & Logistics Operations

Agenda Item Number:	7.
Consent Item:	Consent
Special Order:	NO
Time for Special Order:	

TITLE:

FY24-020 - Healthcareer Certification Testing (NHA)

REQUESTED ACTION:

Approve Additional Budget Authority in the amount of $350,000 for the Agreement between The School Board of Broward County, Florida (SBBC), and Assessment Technologies Institute, L.L.C. d/b/a National Healthcareer Association (NHA). 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

FINANCIAL IMPACT:

$350,000. Funds are included in FY27 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)

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 Sep 29,

Electronic Signature

Form $4189 Revised 9/26

HH/JJS

Approved in Open Board Meeting On: October 13, 2026

By: _____

School Board Chair

For more information, please contact:
Name: Dr. Angela R. Fulton
Title: Deputy Superintendent
Phone: 754-321-2100

EXECUTIVE SUMMARY

FY24-020 - Healthcareer Certification Testing (NHA)

Board Meeting Date: October 13, 2026

Requested Action:
Approve Additional Budget Authority in the amount of $350,000 for the Agreement between The School Board of Broward County, Florida (SBBC), and Assessment Technologies Institute, L.L.C. d/b/a National Healthcareer Association (NHA).

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 students and instructors in Health Science Programs will continue to access NHA industry certification exams, study materials, and online practice tools required for program completion and alignment to state frameworks. This additional budget authority ensures uninterrupted certification opportunities and supports pathway expansion.
If the School Board votes "No"	• SBBC students will lose access to NHA exams and preparation resources, resulting in the immediate loss of certification attainment opportunities across Health Science programs, which directly impacts acceleration and career readiness.
Alignment to the 2027 Strategic Goals and Guardrails	• Goal 4: College & Career Readiness • Guardrail 2: Equity
Measurable Outcome(s)/Return on Investment	• An immediate return on investment is a twenty-five percent (25%) increase in student proficiency on health science industry certification exams, as evidenced by the certification credentialing agency. Last year, students earned 783 industry certifications from NHA, amounting to over $400,000 earned in Career and Professional Education Act (CAPE) funding.

Background/History:
SBBC entered into an Agreement with NHA on June 15, 2023, to provide Health Science students access to industry certification examinations and online preparation materials accredited by the National Commission for Certifying Agencies (NCCA). These certifications include, but are not limited to, Certified Clinical Medical Assistant (CCMA), Certified Phlebotomy Technician (CPT), and Certified Electrocardiogram Technician (CET).

(**Note:** Additional Allied Health credentials are also recognized statewide and nationally). NHA partners with various educational institutions nationwide and has certified over 350,000 students/individuals in the healthcare field. They offer SBBC students accredited programs with robust assessment tools, aligned instructional support, and provide additional content (including the CCMA exam, the study guide, prep materials, and didactic, enhanced *SkillsBuilder* curricula).

Agreement Terms and Financial Impact

The following information provides a detailed summary of the contract agreement summary, financial impact of this item, including funding allocation, budget authority, fiscal year expenditures, and any current or future financial obligations.

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

Agreement Term:	March 31, 2026, through March 31, 2027.
Multi-Year Agreement:	Yes. This is a three-year Agreement with two additional one-year extension periods. Year one of the two-year extensions is currently being utilized.
Procurement Method:	**Piggyback Agreement** (Yes/No): No **Acquisition Method**: Pursuant to the Department of Education, Rule 6A-1.012, 11(b), Florida Administrative Code, as authorized by Section 1010.04(4)(a), Florida Statutes, and Purchasing 3320, Section II, H, the requirement for requesting competitive solicitation for commodities or contractual services from three (3) or more sources is waived for the purchase of educational services.

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

Budget Impact Summary Statement:

1. Funds are included in the FY27 General Fund Budget. The source of revenue is the Academic Acceleration State categorical funds for CAPE.
2. There is no financial impact to the FY27 current budget, as the revenue has been allocated to the schools for this purpose, and this will allow for additional expenses through the remainder of the approved Agreement Term.
3. This Agreement supports student licenses and testing vouchers.

New / Current Requested Agreement Authority		
Agreement Authority Terms	**Length of Agreement Terms**	**Total Agreement Amount**
3/31/2026 – 3/30/2027	12 months	$550,000

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	CAPE Funds	$350,000	Y

Future Fiscal Year Budget Authority *(Subject to Board Budget Approval)*

Future Fiscal Year(s)	Length of Agreement Terms	Budget Fund	Amount
N/A	N/A	N/A	N/A

School Impact, Stakeholder Engagement, and Implementation Considerations

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

Impact on Schools	High schools offering Health Science Education programs will continue to have access to the Allied Health Assisting, Exercise Science, and Electrocardiograph Technician Education Programs, supporting instruction aligned to various Health Science pathways.
School Selection /Prioritization	Participation is available to schools offering Health Science or related public safety pathways, based on program availability and student interest.
Community/ Stakeholder Engagement	There were no surveys conducted, as the applicable industry certifications and prep materials offered under this Agreement are unilaterally aligned to the health science programs, evidenced by the state CTE frameworks.
End-User Input	There were no surveys conducted, as the applicable industry certifications and prep materials offered under this Agreement are unilaterally aligned to the health science programs, evidenced by the state CTE frameworks.
Technology/Capital Expected Lifecycle/Replacement Cycle	Not Applicable

Additional Backup:
Exhibit A: Financial Analysis Worksheet

PROCUREMENT & LOGISTIC OPERATIONS

BROWARD COUNTRY PUBIC SCHOOLS

FINANCIAL ANALYSIS WORKSHEET

BID INFORMATION			
New Bid # (Ex: 10-004R):		**Preparation Date:**	September 14, 2026
Previous Bid # (Ex: 10-004R):	FY24-020	**Buyer/PA:**	MICHAEL SCOTT
New Bid Award Total:		**Bid Title:**	Healthcareer Certification Testing
Previous Award Total:	$800,000		
Bid Type:	INCREASE TO BID		
Previous Bid Term (Start Date):	3/30/2027	**New Bid Term (In Months):**	
Previous Bid Term (End Date):	3/30/2027	**# of Months Into Bid:**	6

SPEND REPORTING	
Purchase Order(s) Spend:	$799,892
P Card Purchases:	$0
Total Invoiced-to-Date Amount (PO + Pcard Purchases):	**$799,892**
Average Monthly Expenditure:	$133,315
Unused Authorized Spending:	**$108**
Est. Forecasted Spend (For Entire Bid Term):	

VENDOR INFORMATION			
Awarded Vendors:	**Certification Type:**	**Ethnicity / Gender:**	**Spend:**
117133-NATIONAL HEALTHCAREER ASSOCIATION	N/A		$ 799,892
	PO VENDOR SPEND:		**$ 799,892**
	P-CARD SPEND:		**$ -**
	TOTAL SPEND:		**$ 799,892**

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 D. Formoso
Fund	1000	**Title**	Director
Functional Area	5103630620000000	**Department/School Name**	Career Technical & Adult Community Education (CTACE)
Commitment Item	55130000	**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:	9/14/2026

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

2026-10-13	Regular School Board Meeting
CATEGORY:	O. Operations
DEPARTMENT:	Procurement & Logistics Operations

Agenda Item Number:	8.
Consent Item:	Consent
Special Order:	NO
Time for Special Order:	

TITLE:

ITB24-195 – Public Address (PA) Systems, Intercoms, Equipment, Parts and Accessories

REQUESTED ACTION:

Approve the First Renewal for Invitation to Bid (ITB) ITB24-195 – Public Address (PA) Systems, Intercoms, Equipment, Parts and Accessories with the following Vendor: NDR Corporation, with budget authority in the amount of $34,920. District-wide

RATIONALE:

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

EXHIBITS:

- Executive Summary
- Financial Analysis Worksheet
- Renewal Letter
- Evaluation

FINANCIAL IMPACT:

$34,920. The ITB will be funded through the PPO Departments General Fund budget and the IT Department General Fund budget.

STRATEGIC PLAN ALIGNMENT:

Student Focus Outcomes

Guardrail 1: Safety

OR **Business Operations**

BOARD ACTION:

(For Official School Board Records Only)

SOURCE OF ADDITIONAL INFORMATION

Name:	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 Sep 29,

Electronic Signature

Form $4189 Revised 9/26

HH/JJS

Approved in Open Board Meeting On: October 13, 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

ITB24-195 – Public Address (PA) Systems, Intercoms, Equipment, Parts and Accessories

Board Meeting Date: October 13, 2026

Requested Action:
Approve the First Renewal for Invitation to Bid (ITB) ITB24-195 – Public Address (PA) Systems, Intercoms, Equipment, Parts and Accessories with the following Vendor: NDR Corporation, with budget authority in the amount of $34,920.

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. Preventive routine maintenance is required for communication systems under the State Requirements for Educational Facilities (SREF), Florida Department of Education, Chapter 5, 2014 Edition.
If the School Board votes "Yes"	• There will be continued maintenance of the public address (PA) systems and intercom systems to improve communications for all schools and facilities – District-wide. Schools and facilities will have the ability to advise all occupants on drills, lockdowns, evacuations, severe weather events, or other urgent situations.
If the School Board votes "No"	• The School Board would restrict the purchasing of equipment, parts, and accessories required to perform maintenance on the PA systems and intercom systems. Ineffective communication systems may adversely impact the ability of students, staff, and visitors to receive timely instructions and respond appropriately during emergencies.
Alignment to the 2027 Strategic Goals and Guardrails	• Guardrail 1: Safety
Measurable Outcome(s)/Return on Investment	• Reliable communication services at all schools and facilities – District-wide.

Background/History
This bid is utilized to enhance and maintain the PA systems and intercom systems to improve District-wide communication, including the capability for centralized communications and ongoing maintenance of existing PA systems and intercom systems.

Agreement Terms and Financial Impact

The following information provides a detailed summary of the contract agreement summary, financial impact of this item, including funding allocation, budget authority, fiscal year expenditures, and any current or future financial obligations.

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

Agreement Term:	The Original ITB Term is scheduled to expire November 7, 2026; First Renewal Term: November 8, 2026, through November 7, 2027.
Multi-Year Agreement:	Yes. There is a cost savings for operational efficiency achieved by this multi-year Agreement. A new bid will yield higher prices, based on the current market conditions.
Procurement Method:	**Piggyback Agreement** (Yes/No): No **Acquisition Method**: Pursuant to Purchasing Policy 3800, 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-FY24-195_PublicAddress(PA)Systems,Intercoms,Equipment,PartsandAcce.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 of $34,920.
2. The ITB will be funded through the PPO Department's General Fund budget and the IT Department General Fund budget.

New/Current Requested Agreement Authority

Agreement Authority Terms	Length of Agreement Terms	Total Agreement Amount
11/8/2026 – 11/7/2027	12 months	$34,920

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	PPO General Fund Budget and IT General Fund Budget	$20,370	Y

Future Fiscal Year Budget Authority *(Subject to Board Budget Approval)*

Future Fiscal Year(s)	Length of Agreement Terms	Budget Fund	Amount
FY28	5 months	PPO General Fund Budget and IT General Fund Budget	$14,550

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 operational PA Systems and intercom systems to improve communication – District-wide.
School Selection /Prioritization	The replacement of communication systems equipment, parts, and supplies is performed during preventive routine maintenance and emergency requests.
Community/ Stakeholder Engagement	Not Applicable
End-User Input	Not Applicable
Technology/Capital Expected Lifecycle/Replacement Cycle	Not Applicable

Additional Backup:
Exhibit A: Financial Analysis Worksheet
Exhibit B: Renewal Letter
Exhibit C: Evaluation

PROCUREMENT & LOGISTIC OPERATIONS
Broward County Public Schools

FINANCIAL ANALYSIS WORKSHEET

BID INFORMATION			
New Bid # (Ex: 10-004R):		**Preparation Date:**	July 23, 2026
Previous Bid # (Ex: 10-004R):	ITB24-195	**Buyer/PA:**	SUSANNE DALE
New Bid Award Total:		**Bid Title:**	Public Address Systems, Intercoms, Equip, PA
Previous Award Total:	$6,000,000		
Bid Type:	RENEWAL OF BID		
Previous Bid Term (Start Date):	11/8/2023	**New Bid Term (In Months):**	12
Previous Bid Term (End Date):	11/7/2026	**# of Months Into Bid:**	32

SPEND REPORTING	
Purchase Order(s) Spend:	$98,936
P Card Purchases:	$0
Total Invoiced-to-Date Amount (PO + Pcard Purchases):	**$98,936**
Average Monthly Expenditure:	$3,092
Unused Authorized Spending:	**$5,901,064**
Est. Forecasted Spend (For Entire Bid Term):	

VENDOR INFORMATION

Awarded Vendors:	Certification Type:	Ethnicity / Gender:	Spend:
100449-NDR CORPORATION	N/A		$ 98,936
	PO VENDOR SPEND:		**$ 98,936**
	P-CARD SPEND:		**$ -**
	TOTAL SPEND:		**$ 98,936**

NOTES (Type Below):

Certification Types*
Firms may aquire a combination of the certification types offered by the District.

EBE - Emerging Business Enterprise | SBE - Small Business Enterprise
VBE - Veteran Business Enterprise | MBE - Minority Women Business Enterprise
WBE - Women Business Enterprise

Default Funding Source*		Department/School & Sign-off Information*	
Cost Center	1380098580	**Name** (First & Last)	Mark Dorsett
Fund	3978/3952	**Title**	Chief Facilities Officer/Task Assigned
Functional Area	7400803180000000	**Department/School Name**	Facilities
Commitment Item	56480000/56490000	**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:**	**8/31/2026**

All information included in this summary is based on the preparation date listed above and may change at any time beyond that date.

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

April 16, 2026

NDR Corporation
Attn: Duane Smeryage
3250 NE 12 Ave.
Oakland Park, FL 33334

Email: duane@ndrcorp.com
Phone: 954-565-9667

Subject:	Letter of **Renewal** of the Contract
ITB #:	ITB24-195
ITB Title:	Public Address (PA) Systems, Intercoms, Equipment, Parts and Accessories

Dear Mr. Smeryage:

The above-referenced contract expires on 11/7/2026. In accordance with Section 3 - Special Conditions of the ITB, this contract may, by mutual agreement and upon School Board approval, be renewed for an additional year from 11/8/2026 through 11/7/2027. 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 4/30/2026. 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 III

VENDOR RESPONSE

Jeff Kennedy

Digitally signed by Jeff Kennedy
DN: C=US, E=JEFFK@NDRCORP.COM, O=NDR Corporation, OU=Operations Manager, CN=Jeff Kennedy
Reason: I am approving this document
Contact Info: 954-830-9057
Date: 2026.04.16 15:55:20-04'00'

Signature/Date - Authorized Representative

Jeff Kennedy - Operations Manager

Printed Name - Authorized Representative

Cc: Cheryl L. Fields, Executive Director Physical Plant Operations

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 #: ITB24-195 **Bid Title:** Public Address (PA) Systems, Intercoms, Equipment, Parts and Accessories

Purchase Order #: **Product/Service Provided:** PA Equipment

Supplier (Company) Name: NDR Corporation

Contact Name: Duane Smeryage **Contact Phone #:** (954-)565 - 9667

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.

For intercom systems and sound systems, this vendor is more attentive, knowledgeable and more economical than similar Intercom companies providing the same services.

EVALUATION FORM COMPLETED BY:

Name: Martin Bennett **Title:** Electrical Leadman **Contact Phone #:** (954) 830 - 0911

School/Department: District Electric / Contract Services (DEC)

Participant's Signature: Martin Bennett **Date:** 04/20/2026

Status: ORIGINAL

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

2026-10-13	Regular School Board Meeting
CATEGORY:	O. Operations
DEPARTMENT:	Procurement & Logistics Operations

Agenda Item Number:	9.
Consent Item:	Consent
Special Order:	NO
Time for Special Order:	

TITLE:

ITB-FY22-167 – Maintenance of Hardwood Floors - 180 Day Extension of ITB and Request for Additional Funding Request

REQUESTED ACTION:

Approve the 180-Day Extension to the Invitation to Bid ITB-FY22-167 – Maintenance of Hardwood Floors awarded to Trident Surfacing, Inc., with budget authority in the amount of Capital Projects $1,080,000. 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
- Renewal Letters-2
- Extension Letter
- Evaluations-2
- List of Schools

FINANCIAL IMPACT:

$1,080,000. The ITB will be funded through the PPO Departments General Fund budget.

STRATEGIC PLAN ALIGNMENT:

Student Focus Outcomes

Guardrail 1: Safety

OR **Business Operations**

BOARD ACTION:

(For Official School Board Records Only)

SOURCE OF ADDITIONAL INFORMATION

Name:	Omar R. Shim	Phone:	754-321-1990
Name:	Mark D. Dorsett	Phone:	754-321-2629

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 Sep 29,

Electronic Signature

Form $4189 Revised 9/26

HH/JJS

Approved in Open Board Meeting On: October 13, 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-FY22-167 – Maintenance of Hardwood Floors - 180 Day Extension of ITB and Request for Additional Funding Request

Board Meeting Date: October 13, 2026

Requested Action:
Approve the 180-Day Extension to the Invitation to Bid ITB-FY22-167 – Maintenance of Hardwood Floors, awarded to Trident Surfacing, Inc., with budget authority in the amount of $1,080,000.

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	• Yes. Preventive routine maintenance is required for wood floors under the State Requirements for Educational Facilities (SREF), Florida Department of Education, Chapter 5, 2014 Edition.
If the School Board votes "Yes"	• The School Board of Broward County, Florida (SBBC), will have continued access to services for the reconditioning of hardwood floors at gymnasiums, stages, and dance studio floors involving refinishing, repairs, painting, and related items necessary to complete the work at various locations throughout the District.
If the School Board votes "No"	• SBBC will have reduced access to services for the reconditioning of hardwood floors at gymnasiums, stages, and dance studio floors involving refinishing, repairs, painting, and related items necessary to complete the work at various locations throughout the District. Additionally, loose boards, raised edges, splinters, or uneven surfaces can increase the risk of injury – presenting a safety hazard. Small cracks, gaps, or warped boards can worsen over time and may spread to nearby flooring or subflooring. Delayed repairs will often turn into more expensive replacement work.
Alignment to the 2027 Strategic Goals and Guardrails	• Guardrail 1: Safety
Measurable Outcome(s)/Return on Investment	• The maintenance of hardwood floors is an essential service for all schools and facilities – District-wide.

Background/History
This bid is utilized by the Physical Plant Operations (PPO) Department to procure the services associated with the maintenance of hardwood floors. The majority of this work is performed on high school gymnasium and auditorium stage hardwood floors. This bid is needed to keep all hardwood floors and floor-finishes in the District safe for use by students and staff. PPO maintains a schedule to ensure the floors are regularly maintained. This action is being taken pending release of a new solicitation per the attached List of 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:	Original ITB Term expired October 31, 2024; First Renewal Term: November 1, 2024, through October 31, 2025; Second Renewal Term: November 01, 2025, through October 31, 2026; 180-Day Extension Period: November 01, 2026, through April 20, 2027.
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 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_FY22-167_MaintenanceofHardwoodFloors.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 of $1,080,000.
2. The ITB will be funded through the Capital Projects Fund budget.

Financial Impact Table:

ACTION	DATE	TERM (months)	AMOUNT
Original spending authority	10/12/2021	36	$538,000
Additional spending authority	3/12/2024		$189,000
First Extension - additional spending authority	5/21/2024	12	$180,000
Second Extension - additional spending authority	4/15/2025	12	$402,000
Additional spending authority	5/13/2025		$1,000,000
Total ITB Amount		**60**	**$2,309,000**

New/Current Requested Agreement Authority		
Agreement Authority Terms	**Length of Agreement Terms**	**Total Agreement Amount**
11/01/2026 – 4/30/2027	6 months	$1,080,000

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	Capital Projects Fund Budget	$1,080,000	Y

Future Fiscal Year Budget Authority *(Subject to Board Budget Approval)*			
Future Fiscal Year(s)	**Length of Agreement Terms**	**Budget Fund**	**Amount**
N/A	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	Yes. The impact on schools will be reconditioned hardwood floors in gymnasiums, stages, and dance studios, which will include refinishing and repainting.
School Selection /Prioritization	The maintenance and repair of hardwood floors is performed during preventive routine maintenance and emergency requests.
Community/ Stakeholder Engagement	Not Applicable

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

Additional Backup:
Exhibit A: Renewal Letters-2
Exhibit B: Extension Letter
Exhibit C: Evaluations-2
Exhibit D: List of Schools

1304

PROCUREMENT & WAREHOUSING SERVICES
THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Supplier/Product Evaluation Form

The purpose of this evaluation form is to rate a supplier's performance. This form will aid the Procurement & Warehousing Services Department in determining the quality of goods and/or services purchased for the District. Your input will be used in the evaluation of future bids or proposals submitted by this supplier.

Please return completed evaluation forms to:
Procurement & Warehousing Services Department (TSSC Building)
7720 West Oakland Park Boulevard, Suite 323
Sunrise, Florida 33351

For assistance with this form contact us at
(754) 321-0505 or CLICK HERE to send us an email (include the words **Supplier/Product Evaluation Form** in the subject)

GENERAL INFORMATION

Bid #: FY22-167	**Bid Title:** Maintenance of Hardwood Floors
Purchase Order #:	**Product/Service Provided:**
Supplier (Company) Name: Trident Surfacing, Inc.	
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: Ryan Klueber	**Title:** Asst. Area Supervisor	**Contact Phone #:** (954) 802 - 8763
School/Department: PPO		
Participant's Signature:		**Date:** 9/8/26

PROCUREMENT & WAREHOUSING SERVICES
THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Supplier/Product Evaluation Form

1305

The purpose of this evaluation form is to rate a supplier's performance. This form will aid the Procurement & Warehousing Services Department in determining the quality of goods and/or services purchased for the District. Your input will be used in the evaluation of future bids or proposals submitted by this supplier.

Please return completed evaluation forms to:
Procurement & Warehousing Services Department (TSSC Building)
7720 West Oakland Park Boulevard, Suite 323
Sunrise, Florida 33351

For assistance with this form contact us at
(754) 321-0505 or CLICK HERE to send us an email (include the words **Supplier/Product Evaluation Form** in the subject)

GENERAL INFORMATION

Bid #: FY22-167	**Bid Title:** Maintenance of Hardwood Floors
Purchase Order #:	**Product/Service Provided:** Repair/refinish hardwood floor
Supplier (Company) Name: Trident Surfacing, Inc.	
Contact Name: Ron Stevens, Project Manager	**Contact Phone #:** (305) 520 - 5742

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: David Mammel	**Title:** Supervisor I	**Contact Phone #:** (754) 321 - 4609
School/Department: PPO District Maintenance		
Participant's Signature:		**Date:** 09/08/2026

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

9/8/2026

Trident Surfacing, Inc.
Attn: Mr. Jose M. Diaz
5399 NW 161st Street
Miami, FL 33014

Email:
josed@tridentsurfacing.com
Phone: 305-520-5741

Subject:	Letter of 180-Day Extension of the Contract
ITB #:	ITB-FY22-167
ITB Title:	Maintenance of Hardwood Floors

Dear Mr. Diaz:

The above-referenced contract expires on 10/31/2026. In accordance with Special Condition 5 – Renewal/Extension of the ITB, this contract may, by mutual agreement and upon School Board approval, be extended for an additional 180 Days from 11/1/2026 through 4/29/2027. 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 extend 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 9/10/2026. 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

Edgar Lugo
Manager, Construction Sourcing

VENDOR RESPONSE

9/8/26
Signature/Date - Authorized Representative

BRENDAN FEINBERG
Printed Name - Authorized Representative

AFFIDAVIT REGARDING THE USE OF COERCION FOR LABOR AND SERVICES

MUST BE COMPLETED BY ALL PROPOSERS

Respondent Vendor Name: TRIDENT SURFACING

Vendor FEIN:: 65-0059218

Vendor's Authorized Representative Name and Title: BRENDAN FEINBERG CEO

Address: 5399 NW 161st ST

City: MIAMI State: FL ZIP Code: 33014

Phone Number: 484-347-4743

Email Address: brendan@tridentsurfacing.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 pass port, 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: BRENDAN FEINBERG CEO

Date: 9/8/26

Item No.	Schools / Facilities	Total Cost
1	Attucks Middle Gym	$300,000.00
2	Bayview Elementary Stage	$2,000.00
3	Blanche Ely High Gym	$6,000.00
4	Boyd H. Anderson Senior High Gym	$27,000.00
5	Charles W. Flanagan High Gym	$7,000.00
6	Coconut Creek High Gym	$6,000.00
7	Collins Elementary Stage	$2,000.00
8	Collins Elementary Dance Floor	$2,000.00
9	Cooper City High Gym	$30,000.00
10	Coral Glades High Gym	$9,000.00
11	Coral Springs High Gym	$7,000.00
12	Cypress Bay High Gym	$8,000.00
13	Deerfield Beach Senior High Gym	$31,000.00
14	Dillard 6-12 Gym	$5,000.00
15	Driftwood Elementary Stage	$1,000.00
16	Everglades High Gym	$9,000.00
17	Forest Glen Middle Gym	$5,000.00
18	Fort Lauderdale High Gym	$6,000.00
19	Hollywood Central Preparatory K-8 Stage	$2,000.00
20	Hollywood Hills High	$250,000.00
21	J.P. Taravella High Gym	$7,000.00
22	Lake Forest Elementary Stage	$2,000.00

Item No.	Schools / Facilities	Total Cost
23	Marjory Stoneman Douglas High Gym	$7,000.00
24	Miramar High Gym	$7,000.00
25	Monarch High Gym	$8,000.00
26	Northeast High Gym	$7,000.00
27	Nova High Gym	$8,000.00
28	Nova Middle Gym	$6,000.00
29	Piper High Gym	$7,000.00
30	Plantation 6-12 Gym	$30,000.00
31	Pompano Beach High Gym	$6,000.00
32	South Broward High Gym	$7,000.00
33	South Plantation High Gym	$30,000.00
34	Stranahan High Gym	$8,000.00
35	Sunland Park Academy Stage	$2,000.00
36	West Broward High Gym	$8,000.00
37	Western High Gym	$7,000.00
38	West Hollywood Elementary Stage	$2,000.00
39	West Hollywood Elementary Dance Floor	$1,000.00
40	Unforeseen Emergency Repairs / Replacements	$205,000.00
	TOTAL	**$1,080,000.00**

Status: ORIGINAL

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

2026-10-13	Regular School Board Meeting
CATEGORY:	O. Operations
DEPARTMENT:	Procurement & Logistics Operations

Agenda Item Number:	10.
Consent Item:	Consent
Special Order:	NO
Time for Special Order:	

TITLE:

ITB-FY24-177 – Locks, Keys and Door Hardware

REQUESTED ACTION:

Approve the First Renewal for Invitation to Bid (ITB) ITB-FY24-177 – Locks, Keys, and Door Hardware with the following three Vendors: 1) Independent Hardware South, Inc.; 2) Accredited Lock and Door Hardware Co.; 3) Electronic Access Specialists d/b/a Southern Lock and Supply, with budget authority in the amount of $983,945. 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
- Award Recommendation
- Renewal Letters-3
- List of Projects

FINANCIAL IMPACT:

$983,945. The ITB will be funded through the PPO Departments General Fund budget.

STRATEGIC PLAN ALIGNMENT:

Student Focus Outcomes

Guardrail 1: Safety

OR **Business Operations**

BOARD ACTION:

(For Official School Board Records Only)

SOURCE OF ADDITIONAL INFORMATION

Name:	Omar R. Shim	Phone:	754-321-1990
Name:	Mark D. Dorsett	Phone:	754-321-2959

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 Sep 29,

Electronic Signature

Form $4189 Revised 9/26

HH/JJS

Approved in Open Board Meeting On: October 13, 2026

By: _____

School Board Chair

For more information, please contact:
Name: Mark D. Dorsett
Title: Chief Facilities Officer, Task Assigned
Phone: 754-321-2659

EXECUTIVE SUMMARY

ITB-FY24-177 – Locks, Keys and Door Hardware

Board Meeting Date: October 13, 2026

Requested Action:
Approve the First Renewal for Invitation to Bid (ITB) ITB-FY24-177 – Locks, Keys and Door Hardware with the following three Vendors: 1) Independent Hardware South, Inc.; 2) Accredited Lock and Door Hardware Co.; 3) Electronic Access Specialists d/b/a Southern Lock and Supply, with budget authority in the amount of $983,945.

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. Preventive routine maintenance is required for doors and affiliated hardware under the State Requirements for Educational Facilities (SREF), Florida Department of Education, Chapter 5, 2014 Edition.
If the School Board votes "Yes"	• The School Board of Broward County, Florida (SBBC), will continue to install and replace all types of locks and door hardware devices – District-wide.
If the School Board votes "No"	• SBBC will have reduced ability to install and replace all types of locks and door hardware devices. Additionally, worn locks, handles, hinges, closers, or latches may fail to secure doors properly, causing a safety risk and may allow unauthorized persons access. Delaying repairs can allow minor hardware issues to worsen, resulting in more expensive repairs or a full door replacement.
Alignment to the 2027 Strategic Goals and Guardrails	• Guardrail 1: Safety
Measurable Outcome(s)/Return on Investment	• Locks, keys, and door hardware discounts from 43% to 79%.

Background/History
This bid is utilized by the Physical Plant Operations (PPO) Department staff to repair or replace all types of doors, entry, and locking hardware devices used in various locations throughout the District. These products are essential for basic building security and operation, and must be maintained in order to keep the District environment safe and secure. The budget authority request includes regular maintenance and repairs that are requested via work orders. It also includes some grant-funded projects.

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:	The Original ITB term is scheduled to expire October 16, 2026; First Renewal Term: October 17, 2026, through October 16, 2027.
Multi-Year Agreement:	Yes. There is a cost savings for operational efficiency achieved by this multi-year Agreement. A new bid will yield higher prices, based on the current market conditions.
Procurement Method:	**Piggyback Agreement** (Yes/No): No **Acquisition Method**: Pursuant to Purchasing Policy 3800, 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-FY24-177_Locks,Keys,andDoorHardware.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 of $983,945.
2. The ITB will be funded through the PPO Department's General Fund and Grant Fuunding.

New/Current Requested Agreement Authority

Agreement Authority Terms	Length of Agreement Terms	Total Agreement Amount
10/17/2026 – 10/16/2027	12 months	$983,945

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 and Grant Funding	$655,960	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 and Grant Funding	$327,985

School Impact, Stakeholder Engagement, and Implementation Considerations

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

Impact on Schools	Yes. The impact on schools will be operational doors, entry, and locking hardware devices for all schools and facilities – District-wide.
School Selection /Prioritization	The repair or replacement of doors and hardware is performed during preventive routine maintenance and emergency requests.
Community/ Stakeholder Engagement	Not Applicable
End-User Input	Not Applicable
Technology/Capital Expected Lifecycle/Replacement Cycle	Not Applicable

Additional Backup:
Exhibit A: Award Recommendation
Exhibit B: Renewal Letters-3
Exhibit C: List of Projects

Procurement & Warehousing Services
Broward County Public Schools

AWARD RECOMMENDATION

ITB #: FY24-177

Tentative Board Meeting Date*: 9/12/2023

ITB Title: Locks, Keys & Door Hardware

Notified: 324

Downloaded: 25

of Responses Rec'd: 3

of "No Bids": 0

For: Physical Plant Operations
(School/Department)

ITB Opening Date : August 17, 2023

Fund: Department's Operating Budget

Advertised Date: July 27, 2023

POSTING OF AWARD RECOMMENDATION: RFP Award Recommendations will be posted in the Procurement & Warehousing Services and www.Demandstar.com on **August 24, 2023 @ 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

VENDOR(S) NAME	ITEM(S) AWARDED
Accredited Lock and Door Hardware Co d.b.a Accredited Lock Supply Co.	119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 139, 141, 153, 154, 155, 156, 157, 162, 164, 165, 166, 167, 168, 169, 173, 174, 175, 179, 180, 181
Independent Hardware South, Inc.	119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 142, 143, 147, 148, 149, 153, 154, 155, 156, 157, 160, 161, 170, 179, 180, 181,
Electronic Access Specialist d.b.a Southern Lock and Supply	119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 136, 137, 138, 139, 140, 141, 142, 143, 152, 153, 154, 155, 156, 157, 162, 164, 165, 166, 168, 169, 172, 173, 174, 175, 176, 179, 180, 181

It is recommended that for the reason(s) stated on the attached Rejection Sheet, the items listed be rejected for not complying with ITB requirements.

Contract Period: October 1, 2023 through September 30, 2026.

By: *Alex Jurado* Date: August 24, 2023
(Purchasing Agent)

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 listed items from the following vendor:

- **Accredited Lock and Door Hardware Co d.b.a Accredited Lock Supply Co.**
  - **Rejected Items: 131, 134, 135, 136, 137, 138, 140, 142, 143, 144, 146, 147, 148, 149, 150, 151, 152, 160, 161, 163, 171, 176, 182, 183, 184, 185.**

- **Independent Hardware South, Inc.**
  - **Rejected Items: 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 144, 145, 146, 150, 151, 152, 158, 159, 162, 163, 164, 165, 166, 167, 168, 169, 171, 172, 173, 174, 175, 176, 183, 184, 185.**

- **Electronic Access Specialist d.b.a Southern Lock and Supply**
  - **Rejected Items: 131, 134, 135, 145, 147, 148, 150, 158, 159, 160, 161, 170, 171, 177, 183, 184, 185.**

Reason: Bidders failed to provide the manufacturer's certification letter.

As per Section 3 – Special Conditions:

- 7. BIDDER QUALIFICATIONS:
  - **a.** MANUFACTURER'S CERTIFICATION: Bidder shall have each manufacturer certify that Bidder is an authorized dealer to sell, warranty and service that manufacturer's product. Bidder may submit a letter from the manufacturer or other authenticated certification document. **The certification may be returned with the bid in time for bid opening or with 24 hours of request from SBBC**.

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.

Manufacturers 119 - 186

Item #	Manufacturer	Accredited Lock and Door Hardware Company, D/B/A % Discount	Independent Hardware, INC % Discount	Southern Lock & Supply Company % Discount	Highest Discount %
119	Allegion Glynn Johnson	58%	59.50%	58.00%	59.50%
120	Allegion Ives	58%	63.20%	58.00%	63.20%
121	Allegion Rand/LCN Door Closures	60%	64.30%	63.00%	64.30%
122	Allegion Schlage - Key Blanks and Cylinders Classic and Restricted	60%	57.60%	58.00%	60.00%
123	Allegion Schlage - New Products	57%	67.30%	66.00%	67.30%
124	Allegion Schlage - New Products	57%	67.30%	66.00%	67.30%
125	Allegion Schlage - Primus Key Blanks and Cylinders	52%	57.60%	58.00%	58.00%
126	Allegion Schlage - Repair Parts	55%	57.00%	58.00%	58.00%
127	Allegion Schlage - Repair Parts	55%	57.00%	58.00%	58.00%
128	Allegion Von Duprin - New Products	62%	64.30%	63.00%	64.30%
129	Allegion Von Duprin - Repair Parts	55%	53.40%	53.00%	55.00%
130	American Lock	42%	53.10%	53.00%	53.10%
131	B.E.A.	48%	52.00%	48.00%	
132	Blaine Window Hardware	N/A	10.00%	N/A	
133	Bommer Industries	N/A	10.00%	N/A	
134	CCL	50%	10.00%	48.00%	
135	Chicago Lock	50%	53.00%	48.00%	
136	Comp-X	53%	53.00%	48.00%	48.00%
137	Detex - New Products	57%	61.00%	63.00%	63.00%
138	Detex - Repair Parts	50%	45.00%	50.00%	50.00%
139	Don-Jo Manufacturing	54%	55.00%	58.00%	58.00%
140	ESP Lock	44%	50.00%	48.00%	48.00%
141	H.E.S.	57%	55.00%	59.00%	59.00%
142	Hager - Hinges Only	62%	71.00%	66.00%	71.00%
143	Hager - Other	54%	50.00%	55.00%	55.00%
144	HPC	25%	27.00%	N/A	
145	I.E.I.	N/A	10.00%	55.00%	
146	Jackson	52%	40.00%	N/A	
147	Kaba/ILCO/Lori Manufacturing	52%	54.00%	53.00%	54.00%
148	Keedex Manufacturing	53%	50.00%	50.00%	50.00%
149	LAB	25%	50.00%	N/A	50.00%
150	Lucky Line	50%	45.00%	36.00%	
151	Major Manufacturing	20%	21.00%	N/A	
152	Marks Lock	64%	76.00%	79.00%	79.00%
153	Master Lock	42%	53.00%	53.00%	53.00%
154	Master Lock 1525 Combination Padlock	42%	53.00%	53.00%	53.00%

Manufacturers 119 - 186

Item #	Manufacturer	Accredited Lock and Door Hardware Company, D/B/A % Discount	Independent Hardware, INC % Discount	Southern Lock & Supply Company % Discount	Highest Discount %
155	Master Lock 1525K Control Key for Combination Padlock	42%	52.00%	53.00%	53.00%
156	Master Lock 1630 Combination Padlock, Build-In	42%	53.00%	53.00%	53.00%
157	Master Lock 1630K Control Key for Combination Padlock, Built-In	42%	52.00%	53.00%	53.00%
158	McKinney	44%	35.00%	55.00%	44.00%
159	NSP	N/A	10.00%	50.00%	
160	PDQ Locks - New Products	59%	73.00%	69.00%	73.00%
161	PDQ Locks - Repair Parts	50%	60.00%	69.00%	60.00%
162	Pemko Treshold Parts	42%	10.00%	49.00%	49.00%
163	Pro Lok	45%	10.00%	N/A	
164	Rixson - New Products Only	56%	54.00%	58.00%	58.00%
165	Rixson 27 Series Closing Devices - New Products Only	58%	54.00%	63.00%	63.00%
166	Rixson 27 Series Closing Devices - Repair Parts Only	40%	38.00%	48.00%	48.00%
167	Rixson-Firemark	54%	54.00%	N/A	54.00%
168	Rockwood - New Products Only	40%	62.00%	43.00%	43.00%
169	Rockwood - Repair Parts Only	40%	30.00%	43.00%	43.00%
170	Rofu	N/A	46.00%	53.00%	46.00%
171	Rutherford Controls	55%	57.50%	53.00%	57.50%
172	Sargent	57%	56.50%	48.00%	57.00%
173	Sargent 9898 Series Panic and Fire Exit Devices, Less Trim	60%	56.50%	61.00%	61.00%
174	Sargent and Greenleaf	45%	45.00%	51.00%	51.00%
175	Securiton	55%	48.00%	58.00%	58.00%
176	Security Door Control	45%	48.10%	55.00%	55.00%
177	S-Line Products	N/A	N/A	48.00%	
178	Sol-A-Trol Aluminum Products	N/A	N/A	N/A	
179	Stanley - New Products Only	60%	66.40%	63.00%	66.40%
180	Stanley - Repair Parts Only	50%	51.00%	48.00%	51.00%
181	Stanley Precision Hardware	62%	66.40%	63.00%	66.40%
182	Strattec	20%	N/A	N/A	
183	Trimco/Builders Brassworks/Quality Hardware - New Products Only	50%	47.00%	50.00%	
184	Trimco/Builders Brassworks/Quality Hardware - Repair Parts Only	50%	40.00%	50.00%	
185	Trine	50%	54.00%	53.00%	

Manufacturers 119 - 186

Item #	Manufacturer	Accredited Lock and Door Hardware Company, D/B/A % Discount	Independent Hardware, INC % Discount	Southern Lock & Supply Company % Discount	Highest Discount %
186	VSI Hardware	N/A	N/A	N/A	

LEGEND
Highest % Discount
Rejected

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

9/1/2026

Accredited Lock and Door Hardware Co.
Attn: Mr. Robert Ditko
1161 Paterson Plank Rd
Secaucus, NJ 07094

Email:
rditko@acclock.com
Phone: 201-865-5015

Subject:	Letter of **Renewal** of the Contract
ITB #:	ITB-FY24-177
ITB Title:	Locks, Keys and Door Hardware

Dear Mr. Ditko:

The above-referenced contract expires on 10/16/2026. In accordance with Special Condition 5 – Renewal/Extension of the ITB, this contract may, by mutual agreement and upon School Board approval, be renewed for an additional year from 10/17/2026 through 10/16/2027. 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 9/9/2026. 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

Edgar Lugo
Manager, Construction Sourcing

VENDOR RESPONSE

9/1/26
Signature/Date - Authorized Representative

Robert Ditko
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.
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Nora Rupert
Rebecca Thompson
Dr. Allen Zeman

Dr. Howard Hepburn
Superintendent of Schools

9/1/2026

Electronic Access Specialists d/b/a
Southern Lock and Supply
Attn: Mr. Ramon Santana
10910 Endeavour Way Largo, FL 33777

Email:
rsantana@southernlock.com
Phone: 727-541-5536

Subject:	Letter of **Renewal** of the Contract
ITB #:	ITB-FY24-177
ITB Title:	Locks, Keys and Door Hardware

Dear Mr. Santana:

The above-referenced contract expires on 10/16/2026. In accordance with Special Condition 5 – Renewal/Extension of the ITB, this contract may, by mutual agreement and upon School Board approval, be renewed for an additional year from 10/17/2026 through 10/16/2027. 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 9/9/2026. 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

Edgar Lugo
Manager, Construction Sourcing

VENDOR RESPONSE

9/1/26
Signature/Date - Authorized Representative

Justin Sorrells 9/1/26
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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Debra Hixon
Nora Rupert
Rebecca Thompson
Dr. Allen Zeman

Dr. Howard Hepburn
Superintendent of Schools

9/1/2026

Independent Hardware South, Inc.
Attn: Mr. Frank Stanco
500 S. Australian Ave.
West Palm Beach, FL 33401

Email:
fsj@independenthardware.com
Phone: 800-346-9464

Subject:	Letter of **Renewal** of the Contract
ITB #:	ITB-FY24-177
ITB Title:	Locks, Keys and Door Hardware

Dear Mr. Stanco:

The above-referenced contract expires on 10/16/2026. In accordance with Special Condition 5 – Renewal/Extension of the ITB, this contract may, by mutual agreement and upon School Board approval, be renewed for an additional year from 10/17/2026 through 10/16/2027. 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 9/9/2026. 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

Edgar Lugo
Manager, Construction Sourcing

VENDOR RESPONSE

Frank Stanco 9/1/2026
Signature/Date - Authorized Representative

FRANK STANCO
Printed Name - Authorized Representative

GRANT FUNDED PROJECTS

FACILITY	DESCRIPTION	COST
BLANCHE ELY HIGH	AUDITORIUM/GYM LOCK UPGRADES	$ 28,000
DEERFIELD BEACH MIDDLE	AUDITORIUM/GYM LOCK UPGRADES	$ 28,000
EVERGLADES HIGH	AUDITORIUM/GYM LOCK UPGRADES	$ 20,493
MIRAMAR HIGH	AUDITORIUM/GYM LOCK UPGRADES	$ 28,000
NORTHEAST HIGH	AUDITORIUM/GYM LOCK UPGRADES	$ 28,000
WESTERN HIGH	AUDITORIUM/GYM LOCK UPGRADES	$ 28,000
	TOTAL	**$ 160,493**

Note: The remaining balance of the funding request ($823,452) was calculated based on the historical average monthly expenditure and will be used to fund all associated work orders.

Status: ORIGINAL

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

2026-10-13	Regular School Board Meeting
CATEGORY:	O. Operations
DEPARTMENT:	Procurement & Logistics Operations

Agenda Item Number:	11.
Consent Item:	Consent
Special Order:	NO
Time for Special Order:	

TITLE:

School Resource Officer (SRO) Summer 2026 Agreement (City of Coconut Creek)

REQUESTED ACTION:

Approve the proposed 2026 Summer School Resource Officer (SRO) Agreement between The School Board of Broward County, Florida (SBBC), and the City of Coconut Creek, Florida, for the assignment of one School Resource Officer at Winston Park Elementary, with budget authority in the amount of $10,040.80. District 7

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
- Agreement

FINANCIAL IMPACT:

$10,040.80. Funding will support one School Resource Officer assigned to Winston Park Elementary School for 16 summer school days at a daily rate of $627.55.

STRATEGIC PLAN ALIGNMENT:

Student Focus Outcomes

Guardrail 1: Safety

OR **Business Operations**

BOARD ACTION:

(For Official School Board Records Only)

SOURCE OF ADDITIONAL INFORMATION

Name:	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

Omar Shim, Chief Financial Officer - Task Assigned

Signature

Omar Shim, Chief Financial Officer - Task Assigned Sep 29,

Electronic Signature
Form $4189 Revised 9/26
HH/JJS

Approved in Open Board Meeting On: October 13, 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

School Resource Officer (SRO) Summer 2026 Agreement (City of Coconut Creek)

Board Meeting Date: October 13, 2026

Requested Action:
Approve the proposed 2026 Summer School Resource Officer (SRO) Agreement between The School Board of Broward County, Florida (SBBC), and the City of Coconut Creek, Florida, for the assignment of one School Resource Officer at Winston Park Elementary, with budget authority in the amount of $10,040.80.

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	• No specific School Board policy requirement was identified in the Agreement.
Statutory Requirement	• Section 1006.12, Florida Statutes, Safe-School Officers.
If the School Board votes "Yes"	• SBBC will be able to provide one School Resource Officer at Winston Park Elementary School during the 2026 Summer Program in support of compliance with Section 1006.12, Florida Statutes.
If the School Board votes "No"	• SBBC will not have this Agreement in place for the City of Coconut Creek to provide one School Resource Officer at Winston Park Elementary School during the 2026 Summer Program.
Alignment to the 2027 Strategic Goals and Guardrails	• Guardrail 1: Safety
Measurable Outcome(s)/Return on Investment	• Continued support of compliance with Section 1006.12, Florida Statutes, through the provision of one (1) School Resource Officer at one participating District school during the 2026 Summer Program.

Background/History
The SRO Program is a partnership between (SBBC) and the City of Coconut Creek. The SRO program enhances the relationship between law enforcement and the students of BCPS by assigning law enforcement officers to serve as resource officers at District Schools and maintaining compliance with Section 1006.12, Florida Statutes.

Agreement Terms and Financial Impact

The following information provides a detailed summary of the contract agreement and the financial impact of this item, including funding allocation, budget authority, fiscal year expenditures, and any current or future financial obligations. Commences on June 22, 2026, and concludes on July 16, 2026, for the summer 2026 SRO Agreements with the City of Coconut Creek.

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:	June 22, 2026, through July 16, 2026.
Multi-Year Agreement:	No
Procurement Method:	**Piggyback Agreement** (Yes/No): No **Acquisition Method**: Not Applicable.

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

Budget Impact Summary Statement:

1. The total financial impact to the District for this Agreement is $10,040.80.
2. Funding is from the referendum and will support one School Resource Officer assigned to Winston Park Elementary School for 16 summer school days at a daily rate of $627.55.

New / Current Requested Agreement Authority

Agreement Authority Terms	Length of Agreement Terms	Total Agreement Amount
6/22/2026 – 7/16/2026	16 school days	$10,040.80

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	16 school days	Referendum Budget fund	$10,040.80	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	Impact on one participating District school during the 2026 Summer Program by providing one School Resource Officer at Winston Park Elementary School.
School Selection /Prioritization	Winston Park Elementary School
Community/ Stakeholder Engagement	The Agreement was developed between SBBC and the City of Coconut Creek to provide School Resource Officer services at one participating District school.
End-User Input	The Agreement identifies the principal of the participating school as SBBC's on-site contact for the assigned School Resource Officer.
Technology/Capital Expected Lifecycle/Replacement Cycle	This item is related to School Resource Officer services and does not involve a technology or capital asset purchase.

Additional Backup:
Exhibit A: Agreement

SCHOOL RESOURCE OFFICER AGREEMENT
SUMMER 2026

THIS AGREEMENT ("Agreement") is made and entered into by and between:

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
(hereinafter referred to as "SBBC"),
a body corporate and political subdivision of the State of Florida,
whose principal place of business is
600 Southeast Third Avenue, Fort Lauderdale, Florida 33301

and

CITY OF COCONUT CREEK, FLORIDA
(hereinafter referred to as "CITY"),
a constitutional officer
whose principal place of business is
4800 West Copans Road, Coconut Creek , Florida 33063

WHEREAS, SBBC has established a School Resource Officer Program ("SRO Program") in accordance with the Marjory Stoneman Douglas High School Public Safety Act; and

WHEREAS, SBBC desires that CITY provide law enforcement officers to serve as School Resource Officers ("SROs") during the summer of 2026 in certain participating SBBC district schools located within Broward County, Florida and CITY is willing to assign law enforcement officers to serve as SROs under this SRO Program; and

WHEREAS, the SRO Program is a great benefit to the school administration, the student body, and the community as a whole. CITY and SBBC (collectively, the "Parties") desire to enter into this School Resource Officer Agreement ("Agreement") to accomplish the purposes expressed herein; and

WHEREAS, the SRO Program was established for the purposes set forth under applicable Florida law including the prevention of juvenile delinquency through the provision of programs specifically developed to respond to the factors and conditions that give rise to delinquency.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

ARTICLE 1 - RECITALS

1.01 **Recitals**. The Parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.

ARTICLE 2 – SPECIAL CONDITIONS

2.01 **Term of Agreement**. The term of this Agreement commences on **June 22, 2026,** ("Effective Date") and concludes on **July 16, 2026**, unless terminated earlier pursuant to sections 3.05, 3.06, and 3.07 of this Agreement.

2.02 **Participating SBBCDistrict Schools**. CITY shall assign one (1) law enforcement officers to serve as SROs at one (1) participating district school operated by SBBC that is listed below ("Participating SBBC District School"). If the Parties desire to add SROs or add Participating SBBC District Schools during the term of this Agreement, this Agreement must be amended in writing and signed by the Parties. The following is the initial Participating SBBC District School :

a) Elementary Schools
   1) Winston Park (1 SRO)

2.03 **Assignment of SROs**.

a) CITY shall always maintain SROs on duty at Participating SBBC District Schools during summer school hours and in accordance with the number of SROs specified in section 2.02 of this Agreement, with the exception of circumstances specified herein.

b) "Summer school hours" for purposes of this Agreement begin at least thirty (30) minutes before and end at least thirty (30) minutes after the respective Participating SBBC District School's summer school bell schedule, Monday through Thursday, whether or not district school students are engaged in distance learning. Summer school hours do not include any activities occurring after most of the student body is dismissed for the day.

c) CITY may change the law enforcement officers assigned to participate as SROs at any time during the term of this Agreement. CITY shall promptly advise the Principal of the Participating SBBC District School of the name of any replacement SRO assigned to provide services under this Agreement.

d) At any Participating SBBC District School where there is more than one (1) SRO, CITY may temporarily reassign an SRO to another Participating SBBC District School so long as that SRO spends a majority of time in her/his originally assigned Participating SBBC District School. Upon such reassignment, CITY shall immediately notify both Principals of each of the respective Participating SBBC District Schools of the temporary reassignment. Additionally, CITY shall not allow the number of SROs on campus to fall below one (1) SRO per Participating SBBC District School.

e) Unless precluded by an emergency pertaining to life, health, and safety of individual(s), CITY shall always maintain SROs on duty on campus during summer school hours, in accordance with the number of SROs specified in section 2.02. In an emergency circumstance as stated herein, CITY shall notify the Principal of the Participating SBBC District School and SBBC's Chief of the Broward County Schools Police or her/his designee for the SRO Program in

a prompt and timely manner and the SRO shall return to the respective assigned Participating SBBC District School as soon as the SRO has been relieved of all emergency assigned duties.

f) Notwithstanding any provision in this Agreement, if CITY is unable to provide at least one (1) SRO per Participating SBBC District School during summer school hours, then CITY shall immediately notify SBBC's Chief of the Broward County Schools Police so that SBBC may timely assign a Safe School Officer.

g) CITY shall notify the SBBC Chief of the Broward County Schools Police or designee in writing immediately, but no later than forty-eight (48) hours after:

1) An SRO discharges her/his firearm in the exercise of the SRO's duties, other than for training purposes; or

2) An SRO has been disciplined for misconduct or has been dismissed from her/his duties as an SRO by CITY, including in cases where the SRO is reassigned or moved to another SBBC District School location, whether by SBBC, or CITY.

i. For any allegation of misconduct resulting in an SRO being placed on administrative leave or reassigned pending completion of an investigation by CITY, CITY shall provide SBBC with updated information regarding the result of the investigation within twelve (12) calendar days after the investigation ceases to be active or after the investigation has concluded as is defined in Section 112.533(2)(a) 1, 2, and (b), Florida Statutes.

2.04 **Duties of SROs**. An SRO shall not function as a school disciplinarian and shall not intervene in the normal disciplinary actions of the Participating SBBC District Schools. Each assigned SRO shall act at all times within the scope of authority granted to the SRO by applicable law. Each SRO shall perform duties including, without limitation, the following:

a) the performance of law enforcement functions within the school setting;

b) the provision of assistance to SBBC in protecting and securing the District School site and its occupants during summer school hours and for the duration of any food distribution or dissemination of electronic devices;

c) upon learning of any potential threat that affects the safety and security of the District School, SROs shall, as soon as practicable, promptly notify the applicable Participating SBBC District School's administration of the situation so protective measures can be implemented by SBBC;

d) the enhancement of student knowledge of the law enforcement function and of the fundamental concept and structure of law through a joint effort between SBBC and CITY;

e) the development of positive District Student perceptions of the law enforcement community and promotion of positive interaction and enhanced relations between District Students and law enforcement officers;

f) the provision of assistance and support for crime victims (including victims of abuse) identified within the District School setting;

g) the presentation of educational programs concerning crime prevention and the rights, obligations, and responsibilities of District Students as citizens;

h) SROs shall participate as a School-Based Threat Management Team ("SBTMT") member at a SBTMT Meeting located at the respective Participating SBBC District School. As a SBTMT member, the SRO will assist the District School in gathering information, evaluating facts, and helping to make institutional determinations, such as whether a health or safety emergency exists, and how the District School should respond. SRO's will also, along with other SBTMT members, have access guidance from SBBC's Psychological Services Department.

i) Prior to the CITY's assignment to a Participating SBBC District School, SROs shall complete mental health crisis intervention training pursuant to Section 1006.12(1)(c), Florida Statutes, using a curriculum developed by a national organization with expertise in mental health crisis intervention. CITY shall provide SBBC with written certification of completion for each assigned SRO.

j) To the extent SROs have not completed training related to best practices for interactions with persons who have intellectual or developmental disabilities, SBBC will provide free training opportunities for all SROs assigned to district school sites during summer school hours or on any agreed upon early release day or employee planning day at no cost to CITY.

k) **Law Enforcement Gun Safes/Lockers**.

1) CITY may, at its sole expense and discretion, purchase and install one (1) or more gun safes or gun lockers at any Participating SBBC District School. SBBC may, at its sole discretion, reimburse a portion or all of the expense of CITY's purchase of gun safes or gun lockers, through CITY"s funds or any applicable grant(s) that CITY receives;

2) CITY, at its sole discretion, may store any weapons in such gun safes or gun lockers as CITY deems appropriate for the performance of its law enforcement duties;

3) CITY shall provide to SBBC a letter from CITY's Risk Manager indicating that CITY is a self-insured municipal corporation, in accordance with Section 768.28, Florida Statutes or a written verification of liability insurance, if applicable, with regard to any of the CITY's weapons and other property stored at any Participating SBBC District School;

4) CITY will ensure that the location selected for any gun safe, or gun locker

will be able to structurally support the gun safe and its contents and that any installed gun safe or gun locker will not be easily removed or tampered with by unauthorized persons. CITY will coordinate with SBBC officials the location and placement of any gun safe or gun locker so such items may be incorporated within the Participating SBBC District School's security plan; and

5) If at the conclusion of this Agreement, either Party determines that they will not enter into a SRO Program Agreement for the following school year, CITY will remove such gun safes, gun lockers, and their contents and restore the premises to the original condition within ninety (90) calendar days from the notification of the Party's intent to not enter into said Agreement, or by the end of the term of this Agreement, whichever occurs last. If after ninety (90) calendar days CITY fails to retrieve its gun safe or gun locker, the gun safe or gun locker and its contents will become the property of SBBC and SBBC may dispose of the gun safe or gun locker and its contents as SBBC sees fit.

2.05 **SBBC Responsibilities**.

a) SBBC Control Over Educational/Instructional Programs and Materials. SBBC shall at all times maintain control over the content of any educational programs and instructional materials provided at the Participating SBBC District Schools including those provided through the SRO Program. Any activities conducted by an SRO as part of the summer instructional program shall be provided upon prior consultation, coordination, and the approval from the Principal (or designee) of the Participating SBBC School.

b) Pursuant to Section 1006.13(4), Florida Statutes, the Principal (or designee) of the Participating SBBC District School shall consult with the SRO concerning inappropriate delinquent acts and crimes committed at the respective Participating SBBC District School.

c) The Principal (or designee) shall report to CITY's law enforcement agency, pursuant to Section 1006.13(4), Florida Statutes, any acts that pose a threat to a Participating SBBC District School's safety, whether committed by a district student or by an adult.

2.06 **SBBC Contact Persons**. The Principal at each Participating SBBC District School shall be SBBC's on-site contact person for any SROs assigned by CITY to that school. SBBC's Superintendent of Schools has designated the Chief of the Broward County Schools Police to serve as SBBC's liaison for the SRO Program.

2.07 **Cost of Services**.

a) SBBC's cost for Services provided by CITY shall be Six Hundred Twenty-Seven Dollars and 55/100 Cents ($627.55) per SRO per day, Monday through Thursday (except on Board approved holidays), for the summer schools operated by SBBC during the summer of 2026 as more specifically stated below as follows:

Participating SBBC School	No. of SROs	Number of Summer School days	2026 Summer School Daily cost per SRO	2026 Summer School cost per Participating District School
Elementary Schools				
Winston Park	1	16	$627.55	$10,040.80
Coconut Creek Summer 2026 Total:	1	16	$627.55	$10,040.80

b) Unless otherwise specified herein, SBBC shall not be invoiced or otherwise obligated to pay for any day(s) in the daily period that CITY failed to provide the prescribed number of SROs, or other temporarily assigned law enforcement officer, serving as an SRO for the summer school hours defined in this Agreement.

2.08 **Payment for SRO Program Services**.

a) CITY shall appropriately invoice SBBC for SRO services rendered under this Agreement for the School District's 2026 summer school program, at the daily rate as in monthly installments with invoices delivered to SBBC by the end of each month for SRO services rendered on the designated summer school days in the months of June 2026 and July 2026.

b) Each monthly invoice shall contain reference to the summer school operated by SBBC during the summer of 2026, the respective installment month to which it pertains, the actual number of SROs assigned by CITY for that period, the daily rate, the monthly invoice amount for the number of days, as specifically stated in the table in section 2.07, the date of this Agreement, and written certification by CITY that each monthly invoice reflects only those designated days that SROs actually rendered SRO Services under this Agreement.

c) Upon receipt by SBBC's contact person designated in section 2.06 of CITY's proper invoice together with CITY's certification and verification by SBBC that the SRO services were provided by CITY in accordance with this Agreement, SBBC shall make payment for SRO services within thirty (30) calendar days of its receipt of such invoice.

d) With the exception of trainings held on agreed upon early release or employee planning days, SBBC will reimburse CITY for overtime incurred as part of SBBC's mandatory training held outside of summer school hours. CITY shall provide any and all information related to the individual payrate of the SRO that performed the overtime and that respective SRO's overtime rate.

2.09 **Inspection of CITY's Records by SBBC**. CITY 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 CITY's Records relating

to the SRO Program, regardless of the form in which they are kept, shall be open to inspection and subject to audit, inspection, examination, evaluation and/or reproduction, during normal working hours, by SBBC's agent or its authorized representative to permit SBBC to evaluate, analyze, and verify the satisfactory performance of the terms and conditions of this Agreement and to evaluate, analyze, and verify any and all invoices, billings, payments, or claims submitted by CITY or any of CITY's payees pursuant to this Agreement. CITY's Records subject to examination shall include, without limitation, those records necessary to evaluate and verify direct and indirect costs (including overhead allocations) as they may apply to costs associated with this Agreement. CITY's Records subject to this section shall include any and all documents pertinent to the evaluation, analysis, verification, and reconciliation of any and all expenditures under this Agreement without regard to funding sources.

a) CITY's Records Defined. For the purposes of this Agreement, the term "CITY's Records" shall include, without limitation, accounting records, payroll time sheets, cancelled payroll checks, W-2 forms, written policies and procedures, computer records, and any other supporting documents that would substantiate, reconcile or refute any charges and/or expenditures related to the SRO services provided under this Agreement.

b) Duration of Right to Inspect. For the purpose of such audits, inspections, examinations, evaluations and/or reproductions, SBBC's agent or authorized representative shall have access to CITY'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 CITY pursuant to this Agreement.

c) Notice of Inspection. SBBC's agent or its authorized representative shall provide CITY reasonable advance notice (not to exceed two (2) weeks) of any intended audit, inspection, examination, evaluation and/or reproduction. Additionally, any inspection will take place at a location designated by CITY during normal business hours.

d) Audit Site Conditions. SBBC's agent or its authorized representative shall have reasonable access to any and all records related to this Agreement, subject to CITY's reasonable security procedures, and shall be provided adequate and appropriate workspace at a CITY facility in order to exercise the rights permitted under this section.

e) Failure to Permit Inspection. Failure by CITY to permit audit, inspection, examination, evaluation and/or reproduction as permitted under this section constitute grounds for termination of this Agreement by SBBC for cause and are grounds for the denial of CITY's claims for payment by SBBC for services relating specifically to the records not being permitted to be inspected.

f) Overcharges and Unauthorized Charges. If the audit discloses billings or charges to which CITY is not contractually entitled, CITY shall pay said sum to SBBC within thirty (30) calendar days of receipt of written demand from SBBC unless otherwise agreed to in writing by both Parties.

g) Inspection of Subcontractor's Records. If applicable, CITY 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 CITY 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 Payee's costs from amounts payable by SBBC to CITY pursuant to this Agreement for services relating specifically to the records not being permitted by Payee for SBBC's inspection, and such excluded costs shall become the liability of CITY.

h) Inspector General Audits. CITY shall timely comply and cooperate with any reasonable inspections, reviews, investigations, or audits deemed necessary by the Florida Office of the Inspector General or by any other state or federal officials.

i) Exempt Records. Notwithstanding anything to the contrary contained herein, CITY's Records will not be open to inspection, examination, evaluation, reproduction, or audit if prohibited by law.

2.10 **Notice**. When any of the Parties desire to give notice to the other, such notice must be in writing, sent by U.S. Mail, postage prepaid, addressed to the Party for whom it is intended at the place last specified; the place for giving notice shall remain such until it is changed by written notice in compliance with the provisions of this paragraph. For the present, the Parties designate the following as the respective places for giving notice:

To SBBC:	Superintendent of Schools The School Board of Broward County, Florida 600 Southeast Third Avenue Fort Lauderdale, Florida 33301
With a Copy to:	Chief, Broward County Schools Police The School Board of Broward County, Florida 7720 West Oakland Park Boulevard – Suite 355 Sunrise, Florida 33351
To CITY:	Chief of Police Coconut Creek Police Department 4800 West Copans Road Coconut Creek, Florida 33063

2.11 **Indemnification.** Each Party agrees to be fully responsible for its acts of negligence, or its agents' acts of negligence when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence. This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations. Nothing herein 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.

2.12 **E-Verify**. Pursuant to Section 448.095, Florida Statutes, any Party contracting with SBBC shall register with and use the E-Verify system to verify the work authorization for all employees hired during the course of this Agreement. Any such Party shall require any subcontractors used to perform the duties and responsibilities under this Agreement to register with and use the E-Verify system to verify the work authorization for all employees that the subcontractor hires during the course of this Agreement. If applicable, any such Party must also obtain and retain an affidavit from a subcontractor stating that the subcontractor does not employ, contract with or subcontract with anyone who is not duly authorized to work in the United States. If SBBC has a good faith belief that any such Party has knowingly violated Section 448.09(1), Florida Statutes, SBBC may immediately terminate this Agreement for cause and without notice or an opportunity to cure the violation. Termination by SBBC pursuant to this section is not a breach of this Agreement and may not be considered as such.

ARTICLE 3 – GENERAL CONDITIONS

3.01 **No Waiver of Sovereign Immunity**. Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable or of any rights or limits to liability existing under Section 768.28, Florida Statutes. This section survives the termination of all performance or obligations under this Agreement and is fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

3.02 **No Third-Party Beneficiaries**. The Parties expressly acknowledge that it is not their intent to create or confer any rights or obligations under this Agreement in or upon any third-person or entity. None of the Parties intend to directly or substantially benefit a third-party by this Agreement. The Parties agree that there are no third-party beneficiaries to this Agreement and that no third-party is entitled to assert a claim against any of the Parties based upon this Agreement. Nothing herein shall be construed as consent by an agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

3.03 **Independent Contractor**. The Parties to this Agreement are acting in the capacity of independent contractors and not as an officer, employee, or agent of one another. Neither Party nor its respective agents, employees, subcontractors, or assignees shall represent to others that it has the authority to bind the other Party unless specifically authorized in writing to do so. CITY shall at all times be responsible for all aspects of the employment, control, and direction of law enforcement officers assigned as SROs under this Agreement. Nothing within this Agreement is intended to create an agency or employment relationship between SBBC and any officer assigned by CITY to participate in the SRO Program. All compensation, wages, salaries, benefits, and other emoluments of employment payable to the SROs shall be the sole responsibility of CITY. 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 CITY's officers, employees, agents, subcontractors, or assignees.

3.04 **Equal Opportunity Provision**. The Parties agree that no person shall be subjected to discrimination because of age, race, color, disability, gender identity, gender expression, marital status, national origin, religion, sex, or sexual orientation in the performance of the Parties' respective duties, responsibilities, and obligations under this Agreement.

3.05 **Termination**. This Agreement may be terminated with or without cause by either Party during the term hereof upon fourteen (14) calendar days' written notice to the other Party of its desire to terminate this Agreement. SBBC shall pay CITY for all services rendered through the effective date of termination. Should CITY wish to continue with this Agreement but choose to remove one or more SROs from SBBC schools, and such removal would result in no SRO at any Participating SBBC School, CITY shall give SBBC seven (7) calendar days' written notice of such removal.

3.06 **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 seven (7) calendar days' written notice to cure the default. However, if said default cannot be cured within said seven (7) 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 fourteen (14) 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 will be construed to preclude termination for convenience pursuant to section 3.05.

3.07 **Annual Appropriation.** Both Parties performance and obligations under this Agreement is contingent upon an annual budgetary appropriation by its governing body. If that Party does not allocate funds for the payment of services or products to be provided under this Agreement, this Agreement may be terminated by either Party at the end of the period for which funds have been allocated. The terminating Party shall notify the other Party at the earliest possible time before such termination. In the event of such termination, SBBC shall pay CITY for all services rendered through the effective date of termination and CITY will not be obligated to provide services after the effective date of termination. No penalty accrues to the terminating Party if this provision is exercised, and the terminating Party is not obligated or liable for any future payments due for SRO Services not rendered, or any damages as a result of termination under this section.

3.08 **Excess Funds**. Any Party receiving funds paid by SBBC under this Agreement agrees to promptly notify SBBC of any funds erroneously received from SBBC upon the discovery of such erroneous payment or overpayment. Any such excess funds shall be promptly refunded to SBBC.

3.09 **Public Records**. The following provisions are required by Section 119.0701, Florida Statutes, and may not be amended. CITY shall keep and maintain public records required

by SBBC to perform the services required under this Agreement. Upon request from SBBC's custodian of public records, CITY shall provide SBBC with a copy of any requested public records or to allow the requested public records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law. CITY shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement's term and following completion of the Agreement if CITY does not transfer the public records to SBBC. Upon completion of the Agreement, CITY shall transfer, at no cost, to SBBC all public records in possession of CITY or keep and maintain public records required by SBBC to perform the services required under the Agreement. If CITY transfers all public records to SBBC upon completion of the Agreement, CITY shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CITY keeps and maintains public records upon completion of the Agreement, CITY shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to SBBC, upon request from SBBC's custodian of public records, in a format that is compatible with SBBC's information technology systems.

IF A PARTY TO THIS AGREEMENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 754-321-1900, RECORDREQUESTS@BROWARDSCHOOLS.COM, RISK MANAGEMENT DEPARTMENT, PUBLIC RECORDS DIVISION, 600 SOUTHEAST THIRD AVENUE, FORT LAUDERDALE, FLORIDA 33301.

3.10 **SBBC Disclosure of Education Records.**

a) School-Based Threat Management Team Meetings.

1) Purpose of Disclosures. SBBC shall provide the education records listed in this section when SROs participate as a SBTMT member at a SBTMT Meeting located at the respective Participating SBBC School to determine the level of threat and/or interventions to be provided to the student.

2) Types of Education Records. For SROs participating in the SBTMT Meeting who have signed as a team member, SBBC will provide the SRO, upon her/his request at the SBTMT Meeting, with the education records used and discussed during the SRO's participation in the SBTMT Meeting at the respective Participating SBBC School. In addition, if the SRO requests a copy of the BTA document by the conclusion of the SBTMT Meeting, SBBC shall provide it to the signatory SRO, via hardcopy or secure email.

3) The SRO may keep and retain all records received pursuant to section 3.10(a)(2) provided that such records are retained and kept in accordance with Chapter 119, Florida Statutes, and section 3.11, below.

4) Consent. SROs shall not receive education records from SBBC unless: 1) the education records are for the purpose listed above in this section, or 2) the disclosure of the education records falls under a Family Education Rights and Privacy Act, 20 U.S.C. § 1232g and its implementing regulations (34 C.F.R. Part 99) exception to consent, or 3) SBBC is able to obtain prior written consent from each student's parent/guardian or student age 18 years or older prior to disclosing the education records. Should SBBC not be able to obtain prior written consent, then SBBC will not provide the SRO with the education records, and the SRO will not be entitled to same.

b) 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.

3.11 **CITY Safeguarding Confidentiality of Education Records.**

a) Notwithstanding any provision to the contrary within this Agreement, CITY shall:

1) fully comply with the requirements of Sections 1002.22, 1002.221, and 1002.222, Florida Statutes; the Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g (FERPA) and its implementing regulations (34 C.F.R. Part 99), and any other state or federal law or regulation regarding the confidentiality of district student information and records;

2) hold any SBBC 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 district student or a district student age (eighteen (18) years or older whose education records are to be shared provides written consent for their release;

3) ensure that, at all times, all of CITY's employees who have access to any SBBC education records during the term of their employment shall abide strictly by CITY's obligations under this Agreement, and that access to SBBC education records is limited only to CITY's employees that require the information to carry out the responsibilities under this Agreement and shall provide said list of CITY's employees to SBBC upon request;

4) safeguard each SBBC education record through administrative, physical and technological safety standards to ensure that adequate controls are in place to protect the education records and information in accordance with FERPA's privacy requirements;

5) utilize the SBBC education records solely for the purposes for which the disclosure was made or as contemplated under this Agreement; and shall not share, publish, sell, distribute, target advertise, display, or otherwise redisclose education records to any third party without consent unless the redisclosure fits within one of the exceptions to FERPA's consent requirements;

6) notify SBBC immediately upon discovery of a breach of confidentiality of

SBBC education records by telephone at 754-321-0300 (Manager, Information Security), and 754-321-1900 (Privacy Officer), and email at privacy@browardschools.com, and take all necessary notification steps as may be required by federal and Florida law, including, but not limited to, those required by Section 501.171, Florida Statutes;

7) fully cooperate with appropriate SBBC staff, including SBBC's Privacy Officer and/or SBBC's Information Technology staff to resolve any privacy investigations and concerns in a timely manner;

8) prepare and distribute, at CITY's own cost, any and all required breach notifications, under federal and Florida law, or reimburse SBBC any direct costs incurred by SBBC for doing so, including, but not limited to, those required by Section 501.171, Florida Statutes;

9) be responsible for any fines or penalties for failure to meet breach notice requirements pursuant to federal and/or Florida law;

10) provide SBBC with the name and contact information of CITY's employee who shall serve as SBBC's primary security contact and shall be available to assist SBBC in resolving obligations associated with a security breach of confidentiality of SBBC education records; and

11) purge SBBC education records from any media once the media is no longer in use or is to be disposed.

b) Unless otherwise specified in this Agreement, all SBBC education records shall remain the property of SBBC, and any Party contracting with SBBC serves solely as custodian of such information pursuant to this Agreement and claims no ownership or property rights thereto and, upon termination of this Agreement shall at SBBC's request, return to SBBC or purge the SBBC education records in compliance with the applicable Florida Retention Schedules and provide SBBC with a written acknowledgment of said disposition.

3.12 **Compliance with Laws**.

a) Each Party (which includes all law enforcement officers assigned to the SRO Program) 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. Additionally, each law enforcement officer assigned to the SRO Program shall perform her/his duties as an SRO in accordance with the School Resource Officer Standard Operating Procedure Manual (SOPM). In the event of conflict between the SOPM and this Agreement, this Agreement prevails. SBBC shall not make changes to the SOPM without prior notice to CITY. Nothing contained herein shall be construed as either Party assuming the responsibility of the other Party's obligations as defined by applicable law;

b) Activities conducted by the SROs as part of the Summer Instructional Program of

the Participating SBBC District School shall be under the direction of the school's Principal (or designee);

c) In accordance with Section 1006.12(b), Florida Statutes, SROs shall abide by SBBC policies but shall be responsible to CITY in all matters relating to employment, subject to this Agreement. In the event of conflict, CITY's policies prevail for all law enforcement activities and SBBC's policies prevail for all educational activities;

d) SROs equipped with body worn cameras shall utilize the device in accordance with CITY's policies, subject to this Agreement.

3.13 **Conflict Resolution.** SBBC's liaison and the appropriate CITY designee will meet to resolve all concerns and conflicts between CITY and SBBC under this Agreement, unless otherwise prohibited by law or agency policy.

3.14 **Place of Performance**. All 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.

3.15 **Governing Law and Venue**. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any 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.

3.16 **Entirety of Agreement**. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein and the Parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the Parties agree that no deviation from the terms hereof is predicated upon any prior representations or agreements, whether oral or written.

3.17 **Binding Effect**. This Agreement is binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns.

3.18 **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.

3.19 **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.

3.20 **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.

3.21 **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.

3.22 **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.

3.23 **Waiver**. The Parties agree that each requirement, duty and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. Any Party's failure to enforce any provision of this Agreement 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.

3.24 **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.

3.25 **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.

3.26 **Survival**. All representations and warranties made herein regarding indemnification obligations, obligations to reimburse SBBC, obligations to maintain and allow inspection and audit of records and property, obligations to maintain the confidentiality of records, reporting requirements, and obligations to return public funds survive the termination of this Agreement.

3.27 **Agreement Administration.** SBBC has delegated authority to the Superintendent of Schools or her/his designee, and CITY has delegated authority to the Mayor and/or chief executive officer or her/his designee, to take any actions necessary to implement and administer this Agreement.

3.28 **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.

3.29 **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.

FOR SBBC

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

By: _____
Sarah Leonardi, Chair

ATTEST:

Date: _____

_____
Dr. Howard Hepburn
Superintendent of Schools

Approved as to Form and Legal Content:

_____
Office of the General Counsel

[THIS SPACE INTENTIONALLY LEFT BLANK; SIGNATURE PAGE FOLLOWS]

FOR CITY

CITY OF COCONUT CREEK, FLORIDA

By _____
Sheila N. Rose, City Manager

8/13/26
DATE

Approved as to Form and Legal Sufficiency
Subject to Execution by the Parties:

By _____ 08/13/26
Terrill C. Pyburn, City Attorney Date

ATTEST:

_____
Joseph J. Kavanagh, City Clerk

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Status: ADDED ITEM

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

2026-10-13	Regular School Board Meeting
CATEGORY:	O. Operations
DEPARTMENT:	Procurement & Logistics Operations

Agenda Item Number:	12.
Consent Item:	Consent
Special Order:	NO
Time for Special Order:	

TITLE:

PY27-100 – ERP Implementation Services
ADDED

REQUESTED ACTION:

Approve the Piggyback Agreement between The School Board of Broward County, Florida (SBBC), and Plante & Moran, PLLC, with budget authority in the amount of $2,310,000. 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
- Agreement
- Notice of Intent

FINANCIAL IMPACT:

$2,310,000. The source of funding for FY27 is the General Fund. The Capital Projects Fund will provide funding for FY28 and FY29 as the ERP system implementation begins.

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:	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 Sep 29,

Electronic Signature
Form $4189 Revised 9/26
HH/JJS

Approved in Open Board Meeting On: October 13, 2026

By: _____
School Board Chair

For more information, please contact:
Name: Dr. Fabian Cone
Title: Chief Information Officer (Task Assigned)
Phone: 754-321-1868

EXECUTIVE SUMMARY

PY27-100 – ERP Implementation Services

Board Meeting Date: October 13, 2026

Requested Action:
Approve the Piggyback Agreement between The School Board of Broward County, Florida (SBBC), and Plante & Moran, PLLC, with budget authority in the amount of $2,310,000.

General Information

The following information outlines the governing authority, districtwide implications, historical background, strategic alignment with the 2027 goals and guardrails, and the anticipated measurable outcomes and return on investment related to this agenda item.

District-zone Impact/Board Member: District-wide	
School Board Policy Requirement	• Not Applicable
Statutory Requirement	• Not Applicable
If the School Board votes "Yes"	• SBBC will receive specialized consulting and independent oversight to support contract negotiations, implementation readiness, project governance, and Independent Verification and Validation (IV&V) throughout the Enterprise Resource Planning (ERP) implementation.
If the School Board votes "No"	• SBBC will face increased implementation risks due to the lack of independent oversight, specialized ERP expertise, and support in identifying and addressing project risks and issues. Without these services, SBBC will have reduced ability to identify and mitigate issues early, increasing the likelihood of avoidable costs, schedule delays, scope impacts, and implementation challenges throughout the ERP project.
Alignment to the 2027 Strategic Goals and Guardrails	• Guardrail 4: Accountability
Measurable Outcome(s)/Return on Investment	• Improved ERP contract terms and implementation readiness. • Independent monitoring of project risks, vendor performance, project milestones, and deliverables. • Early identification and mitigation of issues that could impact project cost, schedule, or scope. • Increased accountability and executive visibility throughout ERP implementation. • Reduced implementation risk and improved likelihood of a successful ERP deployment.

Background/History

Broward County Public Schools is undertaking a multi-year Enterprise Resource Planning (ERP) transformation initiative to modernize and integrate its core business operations. Plante Moran has supported the District throughout the ERP planning and procurement process, including requirements development, solicitation support, proposal evaluation, due diligence activities, vendor demonstrations, reference checks, contract negotiations, and review of the selected implementation vendor's Statement of Work.

Under the proposed engagement, Plante Moran will continue supporting the District through two Statements of Work. SOW 4 provides contract and implementation advisory services, including review of the implementation Statement of Work, project governance structure, implementation approach, staffing model, assumptions, deliverables, timeline, testing strategy, training requirements, data conversion activities, integrations, reporting requirements, acceptance criteria, and post-go-live support provisions.

SOW 5 provides Independent Verification and Validation (IV&V) services throughout implementation. These services include independent monitoring of project scope, schedule, budget, governance, staffing, risks, deliverables, testing, data conversion, integrations, organizational readiness, and overall implementation performance. The engagement will provide periodic assessments, risk identification, executive-level reporting, and recommendations intended to improve accountability and support successful project delivery.

Together, these services provide specialized ERP expertise, implementation oversight, contract support, risk monitoring, and independent project assurance throughout the District's multi-year ERP transformation program.

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 1, 2026, through June 30, 2029.
Multi-Year Agreement:	Yes. A multi-year agreement is required to provide continuous ERP implementation support and independent oversight throughout the duration of the project, ensuring consistent monitoring of risks, vendor performance, and project milestones.
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 (3) 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. District staff reviewed available cooperative purchasing contracts and publicly available pricing for comparable ERP consulting, implementation readiness, project oversight, contract negotiation support, and Independent Verification and Validation (IV&V) services. Staff determined that the Interlocal Purchasing System (TIPS) Contract #250601, competitively awarded to Plante Moran, PLLC, provides a Scope of Service that aligns with the District's ERP implementation requirements. Plante Moran has extensive experience providing ERP advisory, implementation readiness, project oversight, and IV&V services for public-sector and educational organizations. Relevant experience includes ERP consulting services for the School District of Osceola County, Florida, ERP modernization support for Clark County School District, Nevada, and IV&V services for the State of Nevada CORE.NV ERP Modernization Project. The firm also reports serving more than 200 educational institutions, over 500 governmental organizations, and more than 1,700 public-sector clients nationwide. As part of its price analysis, staff reviewed publicly available pricing for comparable ERP advisory and implementation oversight services, with rates ranging from approximately $215 to $335 per hour. Staff also reviewed pricing from a comparable Florida public-sector engagement with Plante Moran at approximately $295 per hour. The proposed $300 blended hourly rate was determined to be reasonable and consistent with publicly available pricing for comparable specialized ERP consulting services. During contract negotiations, District staff successfully negotiated the removal of a proposed 5% Technology & Related Charge and eliminated a proposed 75% Minimum Monthly Commitment. The final agreement provides for billing based on actual hours worked at the approved TIPS contract rate of $300 per hour, reducing the District's potential financial exposure and improving cost transparency. Additionally, Plante Moran's involvement in earlier phases of the District's ERP initiative has provided established knowledge of the District's requirements, project objectives, evaluation process, and selected solution. This existing project knowledge provides additional value by supporting continuity and an efficient transition into implementation and independent oversight. Based on the competitive award, vendor qualifications and experience, negotiated pricing structure, alignment of available services with the District's ERP requirements, and comparative pricing analysis, staff determined that TIPS Contract #250601 provides an economic advantage to SBBC. A copy of the Piggyback documents is available online at: http://www.broward.k12.fl.us/supply/agenda/TIPSRFP-250601-Consultingandotherrelatedservices.pdf

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

Budget Impact Summary Statement:

1. Funding is included in the department's current-year budget.
2. The source of funding for FY27 is the General Fund. The Capital Projects Fund will provide funding for FY28 and FY29 as the ERP system implementation begins.

New/Current Requested Agreement Authority

Agreement Authority Terms	Length of Agreement Terms	Total Agreement Amount
11/1/2026 – 6/30/2029	32 months	$2,310,000

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	$475,714	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	Capital Budget	$917,143
FY29	12 months	Capital Budget	$917,143

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	**Indirect impact.** The services support the District's ERP implementation, which will modernize and integrate core business operations that support schools District-wide.
School Selection /Prioritization	Not Applicable
Community/ Stakeholder Engagement	Not Applicable
End-User Input	District stakeholders and subject matter experts will provide input throughout the ERP implementation, as applicable.
Technology/Capital Expected	Not Applicable

Lifecycle/Replacement Cycle	

Additional Backup:
Exhibit A: Agreement
Exhibit B: Notice of Intent

AGREEMENT

THIS AGREEMENT ("Agreement") is made and entered into by and between:

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
(hereinafter referred to as "SBBC" or the "School Board"),
a body corporate and political subdivision of the State of Florida,
whose principal place of business is
600 Southeast Third Avenue, Fort Lauderdale, Florida 33301

and

PLANTE & MORAN, PLLC
(hereinafter referred to as "VENDOR" or "PROPOSER"),
a Michigan Professional Limited Liability Company Authorized to do business in Florida,
whose principal place of business is
3000 Town Center, Suite 100
Southfield, MI 48075

WHEREAS, pursuant to Section 6A-1.012(6), Florida Administrative Code and Section 1001.451, Florida Statutes, in lieu of requesting competitive solicitations from three (3) or more sources, the School Board may make alternative ("piggyback") purchases at or below the specified prices from competitively solicited contracts awarded by other city or county governmental agencies, other district school boards, regional consortium service organizations, community colleges, federal agencies, the public or governmental agencies of any state, or from state university system cooperative bid agreements; and

WHEREAS, in order to exercise this authority, the Proposer awarded a contract by another entity listed above must agree to permit the School Board to make alternative ("piggyback") purchases upon terms, conditions, and prices (or below such prices) that are materially the same as those that were competitively awarded through the other entity's contract, and the School District has determined such alternative ("piggyback") purchases to be of economic advantage; and; and

WHEREAS, on June 5, 2025, The Interlocal Purchasing System ("TIPS"), a department of Texas Region 8 Education Service Center ("Region 8 ESC"), issued TIPS RFP 250601, Consulting and Other Related Services, with proposals due July 18, 2025 (attached hereto as **Attachment "A**" and are incorporated herein by reference); and

WHEREAS, on August 28, 2025, Region 8 ESC approved the award of TIPS Contract #250601 to VENDOR, with the initial contract term calculated from August 31, 2025, through August 31, 2030, and one (1) optional one (1) year renewal at TIPS' sole discretion; and

WHEREAS, VENDOR's response to TIPS RFP 250601 and the resulting awarded TIPS Contract #250601 are attached hereto as **Attachment "B"** and are incorporated herein by reference; and

WHEREAS, SBBC has determined that it is to the School District's economic advantage to purchase consulting services from VENDOR under TIPS Contract #250601; and

WHEREAS, SBBC desires to procure ERP Implementation Services from VENDOR under ESC Region 10s extended #R10-1126; and

WHEREAS, SBBC desires to procure ERP consulting services from VENDOR under TIPS Contract #250601 through the Statement of Work dated September 15, 2026 for ERP Contract Negotiations and Implementation Readiness Support ("SOW 4"), attached hereto as **Attachment "C,"** and incorporated herein by reference" and the Statement of Work dated September 15, 2026 for ERP Independent Verification and Validation Services ("SOW 5"), attached hereto as **Attachment "D"** and incorporated herein by reference; and

WHEREAS, VENDOR will permit SBBC to purchase the services described in **Attachments "C"** and **"D"** under TIPS Contract #250601 at pricing that does not exceed the applicable TIPS-approved pricing.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants contained herein, the parties hereby agree as follows:

ARTICLE 1 - RECITALS

1.01 **Recitals**. The parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.

ARTICLE 2 – SPECIAL CONDITIONS

2.01 **Term of Agreement**. The term of this Agreement commences on November 1, 2026 ("Effective Date") and concludes on June 30, 2029, unless terminated earlier pursuant to section 3.05 of this Agreement. The service period for **Attachment "C"** is November 1, 2026, through February 28, 2027. The service period for **Attachment "D"** begins March 1, 2027, or at implementation kickoff, whichever occurs first, and ends June 30, 2029, or at closure of the selected ERP vendor's post-go-live services, whichever occurs first.

2.02 **VENDOR Responsibilities**.

(a) VENDOR shall provide ERP consulting services to SBBC in accordance with the terms and conditions of TIPS Contract #250601, this Agreement, and the Statements of Work attached hereto as **Attachment "C"** and **Attachment "D"** and incorporated herein by reference.

(b) VENDOR shall perform the services, provide the deliverables, and meet the milestones and project schedules set forth in **Attachments "C"** and **"D"**. No services shall commence until SBBC issues an authorized Purchase Order.

(c) VENDOR shall provide all personnel, supervision, expertise, and resources necessary to perform the services described in **Attachments "C"** and **"D"** and shall remain responsible for the performance of its employees, subcontractors, and other personnel assigned to the engagement.

(d) Any changes to the scope of services, deliverables, project schedule, or fees set forth in **Attachments "C"** and **"D"** must be approved in writing by SBBC prior to implementation.

2.03 **SBBC Responsibilities**. SBBC Responsibilities. SBBC shall issue an authorized Purchase Order to VENDOR for the ERP consulting services described in **Attachments "C"** and **"D".** The Purchase Order shall identify the applicable services, approved fees, and any other information required by SBBC to authorize the work. SBBC shall also provide such information, access, and cooperation as reasonably necessary for VENDOR to perform the services in accordance with **Attachments "C"** and **"D".**

2.04 **Cost**. VENDOR shall provide the ERP consulting services at the pricing set forth in **Attachments "C"** and **"D",** which pricing shall be in accordance with and shall not exceed the applicable pricing permitted under TIPS Contract #250601. The contractually established blended professional services rate reflected in **Attachments "C"** and **"D"** is $300 per hour. The total compensation payable by SBBC shall not exceed the amount authorized by the applicable Purchase Order(s) and this Agreement, unless otherwise approved in writing by SBBC

2.05 **Payment**. Upon completion of the applicable services, deliverables, or milestones identified in **Attachments "C"** and **"D"** and authorized under the applicable Purchase Order, VENDOR shall submit an invoice to SBBC at **frdaphelp@browardschools.com** **OR:**

The School Board of Broward County, Florida,
Accounting & Financial Reporting Department
ATTN: Accounts Payable
600 SE 3rd Avenue, 7th Floor
Fort Lauderdale, Florida 33301.

VENDOR's invoices shall state the assigned SBBC Purchase Order number for verification by Accounts Payable. All invoices are subject to approval by the SBBC department generating the order. Approved invoices will be paid net thirty (30) calendar days. Invoiced prices shall be at or below those authorized under **Attachments "C"** and **"D"** and TIPS Contract #250601.

2.06 **No Disclosure of SBBC Education Records and Employee Records.**
SBBC shall not disclose any education records to VENDOR pursuant to this Agreement. However, should VENDOR come into contact with education records during the course of contracted responsibilities, these records are confidential and protected by the Family Educational Rights

and Privacy Act (FERPA) and state laws and may not be used or re-disclosed. VENDOR's use or re-disclosure may violate applicable federal and state laws. Likewise, no employee records shall be disclosed by SBBC to VENDOR. Should VENDOR come into contact with employee records, they may not be re-disclosed except as required or permitted by law.

2.07 **VENDOR Safeguarding the Confidentiality of Education Records.**

2.07.1 Privacy. Notwithstanding any provision to the contrary within this Agreement, VENDOR shall:

2.07.1.1 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;

2.07.1.2 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 eighteen (18) years or older whose education records are to be shared provides prior written consent for their release; and

2.07.1.3 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.

2.07.2 IT Security. Notwithstanding any provision to the contrary within this Agreement, VENDOR shall:

2.07.2.1 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;

2.07.2.2 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;

2.07.2.3 notify the SBBC Director of Information Security and Assurance immediately upon discovery of an electronic breach of confidentiality of education records by telephone at 754-321-0300, and email at privacy@browardschools.com; and take all necessary notification steps as may be required by federal and Florida law, including, but not limited to, those required by Section 501.171, Florida Statutes;

2.07.2.4 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

2.07.2.5 be responsible for any fines or penalties for failure to meet breach notice requirements pursuant to federal and/or Florida law.

2.07.3 The obligations under this section shall survive the termination of all performance required or conclusion of all obligations existing under this Agreement.

2.08 **Inspection of** VENDOR**'s Records by SBBC**. VENDOR shall establish and maintain books, records, and documents (including electronic storage media) sufficient to reflect all income and expenditures of funds provided by SBBC under this Agreement. All VENDOR's applicable records, regardless of the form in which they are kept, shall be open to inspection and subject to audit, inspection, examination, evaluation, and reproduction, during normal working hours, by SBBC's agent or its authorized representative to permit SBBC to evaluate, analyze, and verify the satisfactory performance of the terms and conditions of this Agreement and to evaluate, analyze, and verify the applicable business records of VENDOR directly relating to this Agreement in order to verify the accuracy of invoices provided to SBBC. Such audit shall be no more than one (1) time per calendar year.

(a) Duration of Right to Inspect. For the purpose of such audits, inspections, examinations, evaluations, and reproductions, SBBC's agent or authorized representative shall have access to VENDOR's records from the Effective Date of this Agreement, for the duration of the term of this Agreement, and until the later of five (5) years after the termination of this Agreement or five (5) years after the date of final payment by SBBC to VENDOR pursuant to this Agreement.

(b) Notice of Inspection. SBBC's agent or its authorized representative shall provide VENDOR with reasonable advance written notice [not to exceed two (2) weeks] of any intended audit, inspection, examination, evaluation, and reproduction.

(c) Audit Site Conditions. SBBC's agent or its authorized representative shall have reasonable access to VENDOR's facilities and to any and all records related to this Agreement and shall be provided adequate and appropriate work space in order to exercise the rights permitted under this section.

(d) Failure to Permit Inspection. Failure by VENDOR to permit audit, inspection, examination, evaluation, and reproduction as permitted under this section constitute grounds for termination of this Agreement by SBBC for cause and are grounds for SBBC's denial of some or all of any VENDOR's claims for payment.

(e) Overcharges and Unauthorized Charges. If an audit conducted in accordance with this section discloses overcharges or unauthorized charges to SBBC by VENDOR in excess of two percent (2%) of the total billings under this Agreement, the actual cost of SBBC's audit shall be paid by VENDOR. If the audit discloses billings or charges to which VENDOR is not contractually entitled, VENDOR shall pay said sum to SBBC within twenty (20) calendar days of receipt of written demand.

(f) Inspection of Subcontractor's Records. If applicable, VENDOR shall require any and all subcontractors, insurance agents, and material suppliers (hereafter referred to as "Payees") providing services or goods with regard to this Agreement to comply with the requirements of this section by insertion of such requirements in any written subcontract. Failure by VENDOR to include such requirements in any subcontract constitute grounds for termination of this Agreement by SBBC for cause and are grounds for the exclusion of some or all of any Payees' costs from amounts payable by SBBC to VENDOR pursuant to this Agreement and such excluded costs shall become the liability of VENDOR.

(g) Inspector General Audits. VENDOR shall comply and cooperate immediately with any inspections, reviews, investigations, or audits deemed necessary by the Florida Office of the Inspector General or by any other state or federal officials.

(h) Exclusion from Scope of SBBC Inspection. Notwithstanding the foregoing and excluding any audit conducted by the Florida Office of the Inspector General or by any other state or federal officials, SBBC shall not be entitled to confidential, privileged, or proprietary records of VENDOR not directly related to income and expenditure incurred by VENDOR for the performance of this Agreement.

2.09 **Notice**. When any of the parties desire to give notice to the other, such notice must be in writing, sent by U.S. Mail, postage prepaid, addressed to the party for whom it is intended at the place last specified; the place for giving notice shall remain such until it is changed by written notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving notice:

To SBBC:	Superintendent of Schools The School Board of Broward County, Florida 600 Southeast Third Avenue Fort Lauderdale, Florida 33301
With a Copy to:	Chief Information Officer The School Board of Broward County, Florida 600 Southeats Third Avenue Fort Lauderdale, Florida, 33301
To VENDOR:	Deepak Agarwal Plante & Moran, PLLC 10 South Riverside Plaza, 9th floor Chicago, IL 60606 Email: Deepak.Agarwal@plantemoran.com

2.10 **E-Verify**. Pursuant to Section 448.095, Florida Statutes, any party contracting with SBBC shall register with and use the E-Verify system to verify the work authorization for all employees hired during the course of this Agreement. Any such party shall require any subcontractors used to perform the duties and responsibilities under this Agreement

to register with and use the E-Verify system to verify the work authorization for all employees that the subcontractor hires during the course of this Agreement. If applicable, any such party must also obtain and retain an affidavit from a subcontractor stating that the subcontractor does not employ, contract with or subcontract with anyone who is not duly authorized to work in the United States. If SBBC has a good faith belief that any such party has knowingly violated Section 448.09(1), Florida Statutes, SBBC may immediately terminate this Agreement for cause and without notice or an opportunity to cure the violation. Termination by SBBC pursuant to this section is not a breach of this Agreement and may not be considered as such.

2.11 **Affidavit Regarding the Use of Coercion for Labor and Services**. Pursuant to Section 787.06(13), Florida Statutes, when a contract is executed, renewed, or extended between a nongovernmental entity and SBBC, the nongovernmental entity must provide SBBC entity with an affidavit signed by an officer or a representative of the nongovernmental entity under penalty of perjury attesting that the nongovernmental entity does not use coercion for labor or services as defined in Section 787.05(13), Florida Statutes. The nongovernmental entity shall attach hereto as **Attachment "E"** an affidavit signed by an officer or representative of the nongovernmental entity under penalty of perjury stating that the nongovernmental entity does not use coercion for labor or services as defined in that statute. The submission of a false affidavit may subject the nongovernmental entity to civil penalties, attorney's fees, and/or costs. Any agreement with SBBC shall be terminated by SBBC without recourse if the nongovernmental entity is found to have submitted a false affidavit. Any delays in delivery or service under this Agreement arising out of, as a result of, or in connection with the nongovernmental entity's use of coercion for labor or services as defined by Section 787.06(13), Florida Statutes, is not a Force Majeure event under this Agreement.

2.12 **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.

2.13 **Background Screening**. VENDOR shall comply with all requirements of Sections 1012.32, 1012.465, 1012.467, and 1012.468, Florida Statutes, and all of its personnel who (a) are to be permitted access to school grounds when students are present, (b) will have direct contact with students, or (c) have access or control of school funds, will successfully complete the background screening required by the referenced statutes and meet the standards established by the statutes. Personnel who are subject to background screening include all of 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.

2.14 **Public Records**. Any party contracting with SBBC that is acting on SBBC's behalf is required to (a) keep and maintain available for public inspection any public 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

2.15 **Proprietary Information**.

2.15.1 Any documents or materials submitted to SBBC shall be open for inspection by any person in accordance with Section 119.07, Florida Statutes, except as otherwise exempted from disclosure by applicable law. A party contracting with SBBC must clearly mark, label, designate, or identify any portions of any documents or materials it provides to SBBC which are claimed to be confidential and exempt from public inspection, provided that the confidential or exempt portions of such documents or materials are clearly marked with specific citations of law that provide the asserted confidentiality or exemption. A contracting party's failure to identify any confidential or exempt portions of documents or materials or to specify the law establishing their confidential or exempt status is a waiver of confidential or exempt status for any such unidentified or unsupported portions of any documents or materials.

2.15.2 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.

2.16 **Liability**. This section survives the termination of all performance or obligations under this Agreement and is fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

2.16.1 By SBBC. SBBC agrees to be fully responsible up to the limits of Section 768.28, Florida Statutes, for its acts of negligence, or its employees' acts of negligence when acting within the scope of their employment, up to the limits of Section 768.28, Florida Statutes, for any damages resulting from said negligence.

2.16.2 By VENDOR. VENDOR agrees to indemnify, hold harmless and defend SBBC, its agents, servants and employees from any and all third party claims, judgments, costs, and expenses including, but not limited to, reasonable attorney's fees, reasonable investigative and discovery costs, court costs, and all other sums which SBBC, its agents, servants, and employees may pay or become obligated to pay on account of any, all and every claim or demand, or assertion of liability, or any claim or action founded thereon, arising or alleged to have arisen out of or due to the products, goods, or services furnished by VENDOR, its agents, servants, or employees; the equipment of VENDOR, its agents, servants, or employees while such equipment is on premises owned or controlled by SBBC; orto the extent caused by the negligence of VENDOR or the negligence of VENDOR's agents when acting within the scope of their employment, in performing the services under this Agreement, whether such claims, judgments, costs, and expenses are for damages, damage to property including SBBC's property, and injury or death of any person whether employed by VENDOR, SBBC, or otherwise.

2.17 **Insurance Requirements**. VENDOR shall comply with the following insurance requirements throughout the term of this Agreement:

2.17.1 General Liability. VENDOR shall have and maintain General Liability insurance with limits of not less than $1,000,000.00 per occurrence for Bodily Injury/ Property Damage; $1,000,000.00 .

2.17.2 Professional Liability/Errors & Omissions. VENDOR shall have and maintain Professional Liability/Errors & Omissions insurance with a limit of not less than $1,000,000.00 per claim covering any services provided under this Agreement.

2.17.3 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).

2.17.4 Auto Liability. VENDOR shall have and maintain Any Auto, Schedules, Non-Owned and Hired Auto Liability insurance with Bodily Injury and Property Damage with limits of not less than $500,000.00 Combined Single Limit. If VENDOR does not own any vehicles, it shall have and maintain hired and non-owned automobile liability coverage in the amount of $1,000,000.00. In addition, an affidavit signed by VENDOR must be furnished to SBBC stating the following: "[*Insert*

Full Legal Name] does not own any vehicles. If [*Insert Full Legal Name*] acquires any vehicles during the term of the Agreement, [*Insert Full Legal Name*] agrees to provide proof of "Any Auto" coverage effective as of the date of vehicle acquisition."

2.17.5 Acceptability of Insurance Carriers. The insurance policies required under this Agreement shall be issued by companies qualified to do business in the State of Florida and having a rating of at least A- VI by AM Best or Aa3 by Moody's Investor Service.

2.17.6 Verification of Coverage. Proof of the required insurance must be furnished by VENDOR to SBBC's Risk Management Department by Certificate of Insurance within fifteen (15) calendar days of the date of this Agreement. All certificates (and any required documents) must be received and approved by SBBC's Risk Management Department before any work commences to permit VENDOR to remedy any deficiencies. Subsequent to the Effective Date of this Agreement, VENDOR will receive an email including a link to upload (drag and drop) its certificate of insurance.

2.17.7 Required Conditions. Liability policies must contain the following provisions. In addition, the following wording must be included on the Certificate of Insurance:

2.17.7.1 The School Board of Broward County, Florida, its members, officers, employees, and agents are added as additional insureds. This requirement does not apply to the professional liability insurance policy.

2.17.7.2 All liability policies are primary of all other valid and collectable coverage maintained by The School Board of Broward County, Florida. This requirement does not apply to the professional liability insurance policy.

2.17.7.3 Certificate Holder: The School Board of Broward County, Florida, C/O Risk Management Department, 600 SE 3rd Avenue, Fort Lauderdale, Florida 33301.

2.17.8 Cancellation of Insurance. VENDOR is prohibited from providing services under this Agreement with SBBC without first obtaining the minimum required insurance coverage and must notify SBBC within two (2) business days if required insurance is cancelled.

2.17.9 SBBC reserves the right to review, reject or accept any required policies of insurance, including limits, coverages, or endorsements herein throughout the term of this Agreement.

2.18 **Nondiscrimination**.

2.18.1 As a condition of entering into this Agreement, VENDOR represents and warrants that it will comply with the SBBC's Commercial Nondiscrimination Policy, as described under, Section D.1 of SBBC's Policy No. 3330 – Supplier Diversity Outreach Program, as such policy shall be amended from time-to-time.

2.18.2 As part of such compliance, VENDOR shall not discriminate on the basis of race, color, religion, ancestry or national origin, sex, age, marital status, sexual orientation, or on the basis of disability or other unlawful forms of discrimination in the solicitation, selection, hiring, or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall VENDOR retaliate against any person for reporting instances of such discrimination. VENDOR shall provide equal opportunity for subcontractors, vendors, and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the SBBC's relevant marketplace. VENDOR understands and agrees that a material violation of this clause is considered a material breach of this Agreement and may result in termination of this Agreement, disqualification of the company from participating in SBBC Agreements, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third-party.

2.19 **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 "F"** and must be executed by the nongovernmental entity and be submitted with the nongovernmental entity's executed agreement or an amendment renewing or extending an agreement. A proposed agreement or amendment submitted by the nongovernmental entity without a fully executed "Foreign Country of Concern Attestation Form" will be rejected pursuant to Section 287.138(4)(a), Florida Statutes, and will not be considered for award.

2.20 **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.

2.21 **Excess Funds**. Any party receiving funds paid by SBBC under this Agreement agrees to promptly notify SBBC of any funds erroneously received from SBBC upon the discovery of such erroneous payment or overpayment. Any such excess funds shall be refunded to SBBC, together with any applicable statutory interest.

2.22 **Incorporation by Reference**. **Attachments A, B, C, D, E** and **F** attached hereto and referenced herein are incorporated into this Agreement by reference.

ARTICLE 3 – GENERAL CONDITIONS

3.01 **No Waiver of Sovereign Immunity**. Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable or of any rights or limits to liability existing under Section 768.28, Florida Statutes. This section survives the termination of all performance or obligations under this Agreement and is fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

3.02 **No Third-Party Beneficiaries**. The parties expressly acknowledge that it is not their intent to create or confer any rights or obligations under this Agreement in or upon any third person or entity. None of the parties intend to directly or substantially benefit a third-party by this Agreement. The parties agree that there are no third-party beneficiaries to this Agreement and that no third-party is entitled to assert a claim against any of the parties based upon this Agreement. Nothing herein shall be construed as consent by an agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of any Agreement.

3.03 **Independent Contractor**. The parties to this Agreement are acting in the capacity of independent contractors and not as an officer, employee, or agent of one another. Neither party or its respective agents, employees, subcontractors, or assignees shall represent to others that it has the authority to bind the other party unless specifically authorized in writing to do so. No right to SBBC retirement, leave benefits, or any other benefits of SBBC employees exists as a result of the performance of any duties or responsibilities under this Agreement. SBBC is not responsible for Social Security, withholding taxes, contributions to unemployment compensation funds or insurance for the other party or the other party's officers, employees, agents, subcontractors, or assignees.

3.04 **Default**. The parties agree that, if either party is in default of its obligations under this Agreement, the non-defaulting party shall provide to the defaulting party (30) calendar days' written notice to cure the default. However, if said default cannot be cured within said thirty (30) calendar day period and the defaulting party is diligently attempting in good faith to cure same, the time period will be reasonably extended to allow the defaulting party additional cure time. Upon the occurrence of a default that is not cured during the applicable cure period, this Agreement may be terminated by the non-defaulting party upon thirty (30) calendar days' notice. This remedy is not intended to be exclusive of any other remedy, and each and every such remedy is cumulative and in addition to every other remedy now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder precludes any other or future exercise thereof. Nothing in this section shall be construed to preclude termination for convenience pursuant to section 3.05.

3.05 **Termination**. This Agreement may be terminated with or without cause by SBBC during the term hereof upon thirty (30) calendar days' written notice to the other parties of its desire to terminate this Agreement. In the event of such termination, SBBC is entitled to a *pro rata* refund of any pre-paid amounts for any services scheduled to be delivered after the effective date of such termination. SBBC has no liability for any property left on SBBC's property by any

party to this Agreement after the termination of this Agreement. Any party contracting with SBBC under this Agreement agrees that any of its property placed upon SBBC's facilities pursuant to this Agreement shall be removed within ten (10) business days following the termination, conclusion, or cancellation of this Agreement and that any such property remaining upon SBBC's facilities after that time shall be deemed to be abandoned, that title to such property shall pass to SBBC, and that SBBC may use or dispose of such property as SBBC deems fit and appropriate; and VENDOR shall be responsible for any expenses related to such disposal.

3.06 **Compliance with Laws**. Each party shall comply with all applicable federal, state, and local laws, SBBC policies, codes, rules, and regulations in performing its duties, responsibilities, and obligations pursuant to this Agreement.

3.07 **Place of Performance**. All of SBBC's obligations under the terms of this Agreement are reasonably susceptible of being performed in Broward County, Florida and are payable and performable in Broward County, Florida.

3.08 **Governing Law and Venue**. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any disputes, controversies, or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted exclusively to the jurisdiction of the State courts of the Seventeenth Judicial Circuit of Broward County, Florida or to the jurisdiction of the United States District Court for the Southern District of Florida. Each party agrees and admits that the state courts of the Seventeenth Judicial Circuit of Broward County, Florida or the United States District Court for the Southern District of Florida has jurisdiction over it for any dispute arising under this Agreement.

3.09 **Entirety of Agreement**. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof is predicated upon any prior representations or agreements, whether oral or written.

3.10 **Binding Effect**. This Agreement is binding upon and inures to the benefit of the parties hereto and their respective successors and assigns.

3.11 **Assignment**. Neither this Agreement nor any interest herein may be assigned, transferred, or encumbered by any party without the prior written consent of the other party. There shall be no partial assignment of interests under this Agreement including, without limitation, the partial assignment of any right to receive payments from SBBC.

3.12 **Captions**. The captions, section designations, section numbers, article numbers, titles, and headings appearing in this Agreement are inserted only as a matter of convenience, have no substantive meaning, and in no way define, limit, construe, or describe the scope or intent of such articles or sections of this Agreement, nor in any way affect this Agreement and shall not be construed to create a conflict with the provisions of this Agreement.

3.13 **Severability**. If any one or more of the sections, paragraphs, sentences, clauses, or provisions contained in this Agreement is held by a court of competent jurisdiction to be invalid, illegal, unlawful, unenforceable, or void in any respect, such does not affect the remaining portions of this Agreement and the same remain in full force and effect as if such invalid, illegal, unlawful, unenforceable, or void sections, paragraphs, sentences, clauses, or provisions had never been included.

3.14 **Preparation of Agreement**. The parties acknowledge that they have sought and obtained whatever competent advice and counsel necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to herein expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

3.15 **Amendments**. No modification, amendment, or alteration in the terms or conditions contained herein is effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by each party hereto.

3.16 **Waiver**. The parties agree that each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. Any party's failure to enforce any provision of this Agreement is not a waiver of such provision or modification of this Agreement unless the waiver is in writing and signed by the party waiving such provision. A written waiver is only effective as to the specific instance for which it is obtained and is not a continuing or future waiver.

3.17 **Force Majeure**. Neither party is obligated to perform any duty, requirement, or obligation under this Agreement if such performance is prevented by fire, hurricane, earthquake, explosion, wars, sabotage, accident, flood, acts of God, strikes, or other labor disputes, riot or civil commotions, epidemics, pandemics, government regulations, and the issuance or extension of existing government orders of the United States, the State of Florida, or local county and municipal governing bodies, or by reason of any other matter or condition beyond the control of either party, and which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall a lack of funds on the part of either party be deemed Force Majeure.

3.18 **Rights and Remedies**. The duties and obligations imposed by this Agreement and the rights and remedies available thereunder are in addition to and not a limitation of any duties, obligations, rights, and remedies otherwise imposed or available by law.

3.19 **Survival**. All representations and warranties made herein, indemnification obligations, obligations to reimburse SBBC, obligations to maintain and allow inspection and audit of records and property, obligations to maintain the confidentiality of records, reporting requirements, and obligations to return public funds survive the termination of this Agreement.

3.20 **Agreement Administration**. SBBC has delegated authority to the Superintendent of Schools or her/his designee to take any actions necessary to implement and administer this Agreement.

3.21 **Counterparts and Multiple Originals**. This Agreement may be executed in multiple originals, and may be executed in counterparts, each of which is an original, but all of which, taken together, shall constitute one and the same Agreement.

3.22 **Authority**. Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the Effective Date.

FOR SBBC:

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

By:_____
Sarah Leonardi, Chair
Date:_____

ATTEST:

_____
Dr. Howard Hepburn, Superintendent of Schools

Approved as to Form and Legal Content:

_____
Office of the General Counsel

260928plantemornrpvrl

[THIS SPACE INTENTIONALLY LEFT BLANK; SIGNATURE PAGE FOLLOWS]

FOR VENDOR:

(Corporate Seal)

ATTEST:

PLANTE & MORAN, PLLC

By: _____

_____
Corporate Secretary Signature

Print Name: Deepak Agarwal

-or-

Title: Partner

_____
Witness Signature
Print Name: Valentine Shammami

Date: 09/30/2026

_____
Witness Signature
Print Name: Laura Hoose

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 Michigan
COUNTY OF Oakland

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 09/30/2026 (*date*) by Deepak Agarwal, Partner (*name of officer or agent, title of officer or agent*) of Plante & Moran, PLLC (*name of corporation acknowledging*), a Michigan (*state or place of incorporation*) corporation, on behalf of the corporation. He/she is ☒ personally known to me or has produced _____ (*type of identification*) as identification and who did first take an oath this 30th day of September, 2026.

My Commission Expires:

_____
Signature – Notary Public

(SEAL)

_____
Printed Name of Notary

KIM SZLACHETKA
Notary Public - State of Michigan
County of Wayne
My Commission Expires Apr 30, 2030
Acting in the County of OAKLAND

_____
Notary's Commission No.

ATTACHMENT A

TIPS SOLICITATION DOCUMENT

THE INTERLOCAL PURCHASING SYSTEM ("TIPS")

A department of TIPS Lead Agency:

TEXAS REGION 8 EDUCATION SERVICE CENTER ("Region 8 ESC")

TIPS RFP 250601 Consulting and Other Related Services

I. NOTICE TO PROPOSERS.

Contact Information:
TIPS/Region 8 ESC
4845 US Hwy. 271 North
Pittsburg, Texas 75686
Toll Free: (866) 839-8477
Email: bids@tips-usa.com
Website: www.tips-usa.com

TIPS Solicitation:
TIPS RFP 250601 Consulting and Other Related Services
This solicitation document is a Request for Proposal as permitted in Texas Education Code § 44.031. Regardless of potential informal or erroneous references to other solicitation terms such as: "solicitation", "bid", "request for competitive sealed proposal", "RCSP", etc., this solicitation is the method of procurement identified at this location.

Proposal Deadline:
All proposals shall be received electronically, or otherwise sealed, by: July 18, 2025 AT 3:00 P.M. LOCAL TIME.

Access to Solicitation Documents:
Solicitation documents are located online at http://tips.ionwave.net. If you encounter a problem while accessing the solicitation, please contact TIPS at the contact information provided for assistance.

Piggybacking Notice:
This IDIQ Solicitation is intended for the use of public entities and qualifying non-profit entities who join TIPS, now and in the future, ("TIPS Members") to piggyback upon and utilize as their own solicitation for legal procurement purposes. TIPS Contracts are established through free, full and open competition as described by the laws of TIPS jurisdiction and are available for piggy-back by other government entities anywhere in the United States, subject to each entities' jurisdictional law and regulation. For the purpose of enhanced accessibility, potential cost savings, increased flexibility and choice, and to ensure adequate coverage of requirements for Region 8 Education Service Center and TIPS Members, multiple awards are anticipated.

TIPS Administration Fee:
TIPS collection of fees is required pursuant to Texas Government Code Section 791.011 et. seq. The TIPS Administration Fee for this contract shall be 2% of the amount paid by the TIPS Member for each TIPS Sale, less shipping cost, bond cost, and taxes, if identifiable.

Incorporation of Solicitation:
If Vendor proposes and is awarded, the specifications, terms, and conditions of this solicitation shall be incorporated by reference into the final, awarded TIPS Contract.

TIPS Contract Jurisdictional Limitations:
Depending on different entities' and jurisdictions' laws and regulations, TIPS Member Customers may be prohibited from utilizing TIPS as a procurement method for any specific procurement or procurement-type. TIPS makes no representations about when a TIPS procurement will be appropriate for any particular expenditure. It is always up to the TIPS Member customer to determine whether a TIPS procurement is appropriate under their applicable laws and policies.

Vendor Questions & Pre-Bid Meeting Requests:
Substantive questions will be received until July 3, 2025, at 12:00 p.m. local time. Questions about the specific solicitation shall be submitted to bids@tips-usa.com with the subject line "250601 Consulting and Other Related Services – Vendor Question". Vendor-specific questions about the process will often be answered directly. However, substantive questions that are not properly addressed in the solicitation information will be properly published to all vendors as an addendum or "Question & Answer" document.

Pre-Bid Meetings are not mandatory and, if requested, TIPS reserves the right to determine whether a Pre-Bid meeting shall be held. Pre-Bid Meetings may be requested by any proposer on or before June 19, 2025, by emailing bids@tips-usa.com with the subject line "250601 Consulting and Other Related Services – Pre-Bid Meeting Request".

Anticipated Schedule of Solicitation Events:
These anticipated dates are subject to change at TIPS' discretion. TIPS reserves the right to extend the proposal deadline for any reason.

Posting Date	JUNE 5, 2025	8:00 A.M. Local Time
Proposal Deadline	JULY 18, 2025	3:00 P.M. Local Time
Proposal Opening	JULY 18, 2025	3:00 P.M. Local Time
Proposal Review Begins	JULY 18, 2025	3:01 P.M. Local Time
Proposals Award	AUGUST 28, 2025	8:30 A.M. Local Time
Award Notifications	AUGUST 28, 2025	12:00 P.M. Local Time

Estimated Contract Value:
The estimated value for the life of the contract for all awarded vendors combined is $3,381,228.80. This is an estimate and is not a guarantee of the minimum or maximum value of the contract because TIPS cannot speculate on TIPS Members' future needs or budget allocations as they relate to this solicitation.

II. TIPS

The Interlocal Purchasing System ("TIPS") is a department of Texas Region 8 Education Service Center, a government entity. TIPS, a governmental entity and a national purchasing cooperative operating under the Interlocal Cooperation Act[1], seeks to provide a valuable and necessary solution to public entities and qualifying non-profits by performing the legal public procurement solicitation process and awarding compliant contracts to qualified vendors. When permitted by TIPS Members' law and policy, instead of public entities and qualifying non-profits expending time, money, and resources on the extensive legal competitive procurement process, the use of TIPS,

[1] See Texas Government Code, Chapter 791.

allows public entities to quickly select and purchase their preferred products or services from qualified, evaluated Vendors on an as-needed basis. TIPS evaluates and scores all responsive, properly submitted proposals. Recommendations for award will be made to the Region 8 Education Service Center Board of Directors. Awards are ratified or rejected at the monthly meeting of Region 8 ESC Board of Directors, or as delegated by the Board of Directors. TIPS utilizes a value approach and bases its award recommendations on several factors mandated by the Texas Education Code section §44.031. The factors are allotted points as described herein. TIPS reserves the right to assign or deduct any number of points in any given category if warranted due to insufficient response or Vendor stipulated exceptions and limitations.

III. PROPOSAL GUIDANCE

1. TIPS strongly encourages all interested vendors to respond using the TIPS IonWave Electronic eBid System for proposal submission. The online submission has many safeguards built into the system that will notify proposers of mistakes or missing information. These safeguards will significantly minimize the potential for Vendor disqualification. If you encounter trouble with the TIPS IonWave eBid System, please contact TIPS.
2. If it is determined that Vendor cannot utilize the TIPS IonWave eBid System, Vendor must email bids@tips-usa.com seeking a manual submission packet which TIPS will send to you via US Mail or FedEx within two business days of receiving your request. All manual responses must be sealed in an envelope and must be physically received by TIPS at the TIPs Contact information provided herein and by the deadline provided herein.
3. If you are viewing this document, you have likely already logged into the TIPS IonWave eBid System. If not, you need to register/login to the TIPS IonWave eBid System online at https://tips.ionwave.net/ and follow these instructions.
4. Once logged in, confirm that your Supplier Profile properly lists your accurate entity-name, EIN, d/b/a's, and contact information, matching your current W9. If it does not, either correct it, or disable the inaccurate profile and create a correct profile before proceeding.
5. Next, confirm that all emails issued by the following domains can be received by your entity's email servers to ensure that you do not miss vital messages: "@tips-usa.com", @tipsconstruction.com", and "ionwave.net"
6. Once that review/update is complete, Vendor shall carefully read through all bid Event Details, Bid Notes, Attachments, Addenda, Instructions, and Attribute Questions before submitting questions to TIPS.
7. TIPS recommends starting Vendor's proposal response by answering the required "Attribute" questions within the IonWave eBid System. These responses are required and it is beneficial to start with the Attribute questions as some of the bid Attachments are only required depending on your responses to those questions.
8. Once Vendor has completed the Attribute Questions, Vendor must download, properly complete, and upload into the correct "Response Attachments" location all required Attachments.
9. Once Vendor has completed the Attribute Questions and uploaded all required Attachments, Vendor must submit the proposal before the legal Proposal Deadline. The system will notify you of errors and allow you to correct those errors where you would otherwise risk unintentional disqualification through paper submission.
10. Proposals may be retracted, amended, and resubmitted by the proposer on the electronic eBid System at any time prior to the legal deadline.
11. If an addendum is posted, you will receive an email notification and you are required to login to the IonWave eBid System to address the Addendum.
12. TIPS reserves the right to reject any or all proposals, to accept any proposals, and to waive any informality in the proposal process provided waiver is equally applied to all proposers and another proposer is not prejudiced by the waiver.
13. If Vendor has proposed deviations to TIPS' standard terms, there is an Attribute Question where Vendor can assert that it has proposed negotiations. If Vendor responds to that attribute question asserting deviations, after this solicitation legally closes and TIPS begins evaluating Vendor's file, TIPS will provide Vendor with a draft Word Document Vendor Agreement and instruct Vendor to include all requested negotiations as redline edits for TIPS consideration. This is the only proper way to submit proposed deviations for TIPS consideration. TIPS reserves the right to accept, decline, or modify Vendor's requested negotiated terms. For this reason, asserting deviations or negotiations may ultimately delay or prevent award.
14. Withdrawal of proposals will not be allowed for a period of 90 days following the opening unless approved by TIPS in writing.
15. If a Vendor desires to protest a process or decision by TIPS, the Vendor must follow the following process: http://www.tips-usa.com/assets/documents/docs/letters/Protest_Procedures_for_Vendor.pdf

Proposal Format

All responses should be direct, concise, complete, and unambiguous.

1. Attribute Questions.
Vendor must respond carefully and accurately to all "Attributes" within the IonWave eBid System.

2. Completion of Attachments.

Pricing Form 1
Pricing Form 1 must be downloaded from the "Attachments" section of the IonWave eBid System, reviewed, properly completed as instructed on the form and herein, uploaded to the "Response Attachments" section requesting Pricing Form 1.

Pricing Form 2
Pricing Form 2 must be downloaded from the "Attachments" section of the IonWave eBid System, reviewed, properly completed as instructed on the form and herein, and uploaded to the "Response Attachments" section requesting Pricing Form 2.

Alternate or Supplemental Pricing Documents
Optional. If when completing Pricing Form 1 & Pricing Form 2 you direct TIPS to view additional, alternate, or supplemental pricing documentation, you may upload that documentation.

Vendor Agreement
The Vendor Agreement must be downloaded from the "Attachments" section of the IonWave eBid System, reviewed, properly completed, and uploaded to the "Response Attachments" section requesting the Vendor Agreement. If Vendor has proposed deviations to the Vendor Agreement, Vendor may assert so in the Attribute Questions and those shall be addressed during evaluation.

Vendor Agreement Signature Form
The Vendor Agreement Signature Form must be downloaded from the "Attachments" section of the IonWave eBid System, reviewed, properly completed, and uploaded to the "Response Attachments" section requesting the Vendor Agreement Signature Form. If Vendor has proposed deviations to the Vendor Agreement, Vendor may leave the signature line of this page blank and assert so in the Attribute Questions and those shall be addressed during evaluation.

Reference Letters
Vendor is required to upload three Reference Letters from three separate customers as described herein. Vendor will be scored on the aggregate Reference Letters received from customers as described in the solicitation. Vendor must provide three current letters (issued within the 12-months preceding the date on which the solicitation was posted) from its customers verifying Vendor's customer service and reputation as described herein. (Ex. if the solicitation/bid posted on February 4, 2024, the letters must be dated on or after February 1, 2023). The letters must be issued from customers who have received goods or services from the Vendor or its current corporate officials, on entity/company letterhead, must specify its customer experience with Vendor, and must be signed by an authorized representative of the customer.

Required Confidentiality Claim Form
The Required Confidentiality Claim Form must be downloaded from the "Attachments" section of the IonWave eBid System, reviewed, properly completed, and uploaded to the "Response Attachments" section requesting the Required Confidentiality Claim Form. This is the only way for Vendor to assert confidentiality of any information submitted.

Conflict of Interest Questionnaire – Form CIQ
Do not upload this form unless you have a reportable conflict with TIPS. There is an Attribute entitled "Conflict of Interest Questionnaire Requirement" immediately followed by an Attribute entitled "Conflict of Interest Questionnaire Requirement – Form CIQ – Continued." Properly respond to those Attributes and only upload this form if applicable/instructed. If upload is required based on your response to those Attributes, the Conflict of Interest Questionnaire – Form CIQ must be downloaded from the "Attachments" section of the IonWave eBid System, reviewed, properly completed, and uploaded to the "Response Attachments" section requesting the Conflict of Interest Questionnaire – Form CIQ.

Disclosure of Lobbying Activities – Standard Form - LLL
Do not upload this form unless Vendor has reportable lobbying activities. There are Attributes entitled, "2 CFR Part 200 or Federal Provision - Byrd Anti-Lobbying Amendment – Continued." Properly respond to those Attributes and only upload this form if applicable/instructed. If upload is required based on your response to those Attributes, the Disclosure of Lobbying Activities – Standard Form - LLL must be downloaded from the "Attachments" section of the IonWave eBid System, reviewed, properly completed, and uploaded to the "Response Attachments" section requesting the Disclosure of Lobbying Activities – Standard Form – LLL.

Current Form W-9
Vendor must upload their current IRS Tax Form W-9. The legal name, EIN, and d/b/a's listed should match the information provided herein exactly. This form will be utilized by TIPS to properly identify your entity.

Certificates & Licenses (Supplemental Vendor Information Only)
Optional. If Vendor would like to display any applicable certificates or licenses (including HUB certificates) for TIPS and TIPS Member Customer consideration, Vendor may upload those at the "Response Attachments" section requesting "Certificates & Licenses (Supplemental Vendor Information Only)." These supplemental documents shall not be considered part of the TIPS Contract. Rather, they are Vendor Supplemental Information for marketing and informational purposes only.

Vendor's Warranties, Terms, and Conditions (Supplemental Vendor Information Only)
Optional. If Vendor would like to display any standard warranties, terms, or conditions which are often applicable to their offerings for TIPS and TIPS Member Customer consideration, Vendor may upload those at the "Response Attachments" section requesting "Vendor's Warranties, Terms, and Conditions (Supplemental Vendor Information Only)." These supplemental documents shall not be considered part of the TIPS Contract. Rather, they are Vendor Supplemental Information for marketing and informational purposes only.

Supplemental Vendor Information (Supplemental Vendor Information Only)
Optional. If Vendor would like to display or include any brochures, promotional documents, marketing materials, or other Vendor Information for TIPS and TIPS Member Customer consideration, Vendor may upload those at the "Response Attachments" section requesting "Supplemental Vendor Information (Supplemental Vendor Information Only)." These supplemental documents shall not be considered part of the TIPS Contract. Rather, they are Vendor Supplemental Information for marketing and informational purposes only.

Vendor Logo (Supplemental Vendor Information Only)
Optional. If Vendor desires that their logo be displayed on their public TIPS profile for TIPS and TIPS Member viewing, Vendor may upload that logo at the "Response Attachments" section requesting "Vendor Logo (Supplemental Vendor Information Only)." These supplemental documents shall not be considered part of the TIPS Contract. Rather, they are Vendor Supplemental Information for marketing and informational purposes only.

IV. SPECIFICATIONS

Category: CONSULTING AND OTHER RELATED SERVICES

Nothing herein is seeking services that are considered a public work/construction. This is a solicitation for goods and non-"public work" services only.

Consulting services specifically excluded from consideration due to statutory requirements, are: accounting, architecture, landscape architecture, land surveying, medicine, optometry, professional engineering, real estate appraising, professional nursing, or professional services provided by a person lawfully engaged in interior design (regardless of whether the person is registered as an interior designer under the Occupations Code).

Specifications.
It is the intention of TIPS, as a Department of Region 8 ESC, to contract with quality vendors to supply consulting services to public entity and qualifying non-profit TIPS Members in the United States. The consulting services solicited herein must be services paid for by the TIPS Member Customer. Consultants paid directly by a third-party solicited by the consultant are not eligible because a conflict of interest exists. Unless expressly excluded herein, consulting includes, but is not limited to: training, professional development, assisting with research or advice, staff development, advising on a process or how to improve a process, etc. Consulting does not generally include the sale of products or goods. For example, if Vendor is hired by a TIPS Member to consult on air quality improvements under this contract, the consulting services fall within the scope of this contract, but vendor may not sell air quality improvement devices and services that it recommends under this TIPS Contract. However, limited items to support consulting services such as applications, online portals or dashboards, or literature which directly supports the consulting services may be considered.

Proposals should include all listings of consulting services that Vendor seeks to offer under the contract. Do not propose offerings that are not considered consulting. Limited accessories to support consulting may be submitted. Consulting that Vendor seeks to offer under this contract should be submitted.

V. VENDOR PRICING SUBMISSION

Pricing.
Please carefully read all of the following before submitting any pricing questions. All goods and service pricing shall be firm and calculable at the time of any TIPS Sale and must conform and comply with the Vendor's original pricing model as proposed in response to this solicitation. "To-Be-Determined" pricing is prohibited.

Submission of Goods/Items Pricing

TIPS permits Vendors to utilize either or both of the two goods/items pricing proposal options (and sub-options) identified below with the "Discount-Off Catalog" option being much more optimal, usable, and preferred to the "Cost-Plus Markup Option." With either or both options, Vendor is able to update their pricing and add/remove items during the life of the contract. It is Vendor's responsibility to ensure that all items listed, whether by description, product number, SKU, UPC or other, fall within the scope of this solicitation category. Please carefully read the description of both goods/items pricing options directly below:

- **Discount-Off Catalog Method**
  This goods/items pricing proposal method is highly preferred over the "Cost-Plus Markup Method" because it is versatile and allows Vendor to efficiently add and update its goods/items pricing and does not automatically prohibit federal fund purchases. Vendor is asked in the attribute questions within the eBid System to propose a minimum discount off of their catalog pricing. Please note that Vendor's "Minimum Percentage Discount Offered" proposed in the attribute questions shall apply to goods proposed with the exception of limited goods/services specifically identified and excluded from this discount in Vendor's original proposal such as a specific item-type with a limited profit margin. Any discount from 0% to 100% is an appropriate response. A 0% discount is permitted. Then, under this pricing proposal method, Vendor is permitted to provide its "Catalog Pricing" to TIPS in a number of ways, described below. Please carefully read the following definition of "Catalog Pricing" which is broad and flexible to the usability benefit of the Vendor.

  "**Catalog Pricing**" is defined as, "The then available list of goods or services, in the most current listing regardless of date, that takes the form of a catalog, price list, price schedule, shelf-price or other viewable format that:

  A. is regularly maintained by the manufacturer or Vendor of an item; and

  B. is either published or otherwise available for review by TIPS or a customer during the purchase process;

  C. to which the Minimum Percentage Discount proposed by the proposing Vendor may be applied.

  Under the "Discount-Off Catalog Method, Vendor may supply TIPS its "Catalog Pricing" through any of the following methods. Please open the solicitation attachment entitled "Pricing Form 1" at this time and scroll through Sections A and B as you read this explanation.

  Options for Providing Goods/Items "Catalog Pricing" to TIPS:

  1. **Section "A" of Pricing Form 1 – Providing "Catalog Pricing" through Line-Item Pricing:** If Vendor desires to list the goods/items that you sell by line-item, you are welcome to do so in Section "A" of Pricing Form 1. You are welcome to modify the columns and column titles as long as TIPS can identify the item's name and "catalog price." Please note that if you are awarded with this type of pricing submission, you will be able to update the pricing and add/remove items as long as you honor any applicable discounts originally proposed.

  2. **Section "B" of Pricing Form 1 – (1) Catalog Pricing is Included in Proposal:** If Vendor already has "Catalog Pricing" documents or files compiled, Vendor may check this box and include a note directing TIPS to please view those documents/files. (Ex. X – Please see "Catalog Pricing" in uploaded document entitled "2022-2023 Vendor Catalog.") Please note that if you are awarded with this type of pricing submission, you will be able to update the pricing and add/remove items as long as you honor any applicable discounts originally proposed.

  3. **Section "B" of Pricing Form 1 – (2) Link to Catalog Pricing:** If Vendor already has "Catalog Pricing" published at an online location, Vendor may check this box and include the link to their online "Catalog Pricing." If a login is required to access the "Catalog Pricing" located at that link, please provide that login information in the cell to the right. (Ex. X – Please see "Catalog Pricing" at www.tips-usa.com, login information is Username: TIPS Password: 123456.) Please note that if you are awarded with this type of pricing submission, you will be able to update the online pricing and add/remove items as long as you honor any applicable discounts originally proposed.

4. **Section "B" of Pricing Form 1 – (3) Vendor Shall Provide "Catalog Pricing" Upon Request:** If Vendor does not have comprehensive "Catalog Pricing" documents or links readily available, Vendor may check this box ensuring that such required "Catalog Pricing" will be provided upon request. Per the following example, this option is viable but may slow down the TIPS Sale process as follows. (Ex. Vendor is awarded and is making its first TIPS Sale to Sunny ISD, Sunny ISD sends its TIPS PO to TIPS for pricing compliance review. TIPS will then request that Vendor provide documentation of "Catalog Pricing" for the line items included in the PO before TIPS can process the PO and send to Vendor for fulfillment.) Please note that if you are awarded with this type of pricing submission, you will always be able to provide the most current pricing for each item but you will still be required to honor any applicable discounts originally proposed.

- **Cost-Plus Markup Method**

This goods/items pricing proposal method is not recommended because many TIPS Members are prohibited from utilizing Vendors with a Cost-Plus Markup Pricing submission, especially when using federal funds. If Vendor utilizes the Cost-Plus Markup method anywhere in its proposal, Vendor cannot and will not be listed as federally compliant for TIPS purposes unless Vendor also certifies "Yes" in response to the Attribute entitled, "2 CFR Part 200 - Prohibition of Cost- Plus." If Vendor has read through the entirety of the "Discount-Off Catalog Method" description above and has determined that none of those options are a possibility, then Vendor may use this method which will require Vendor to propose a maximum mark-up percentage in this proposal and then provide TIPS with proof of cost for each item at the time of each TIPS Sale.

Options for Selecting Cost-Plus Markup Method:

1. **Section "C" of Pricing Form 1:** If Vendor desires to utilize this method, Vendor may enter its maximum markup percentage the cell provided in Section "C" of Pricing Form 1. Please note that this is a maximum percentage and you may always have a lesser markup on a TIPS Sale. You will be required to provide proof of cost to TIPS for every item sold under the TIPS Contract. (Ex. Vendor is awarded and is making its first TIPS Sale to Sunny ISD, Sunny ISD sends its TIPS PO to TIPS for pricing compliance review. TIPS will then request that Vendor provide documentation of Vendor's cost for the line items included in the PO before TIPS can process the PO and send to Vendor for fulfillment.) Please note that if you are awarded with this type of pricing submission, you will always be able to provide the most current cost for each item but you will not be permitted to sell it to TIPS Members for a greater markup than what Vendor provides herein.

Submission of Service Pricing

Please note that Vendor's "Minimum Percentage Discount Offered" proposed in the attribute questions shall apply to services proposed with the exception of limited goods/services specifically identified and excluded from this discount in Vendor's original proposal such as vendor travel passed through at actual cost or GSA allowable rates. If Vendor does not seek to offer services under this contract, Vendor may type "N/A" on Pricing Form 2 and submit. If Vendor desires to offer services under this TIPS Contract, if awarded, the "Catalog Pricing" for those services must be included, or properly added, to Vendor's TIPS "catalog pricing" proposed herein. All services must be provided in some unit cost (Ex. Per Hour, Per Person, Per Day, etc.). TIPS now restates the definition of "Catalog Pricing" below for convenience:

"**Catalog Pricing**" is defined as, "The then available list of goods or services, in the most current listing regardless of date, that takes the form of a catalog, price list, price schedule, shelf-price or other viewable format that:

D. is regularly maintained by the manufacturer or Vendor of an item; and

E. is either published or otherwise available for review by TIPS or a customer during the purchase process;

F. to which the Minimum Percentage Discount proposed by the proposing Vendor may be applied.

Under the "Discount-Off Catalog Method, Vendor may supply TIPS its "Catalog Pricing" through any of the following methods. Please open the solicitation attachment entitled "Pricing Form 1" at this time and scroll through Sections A and B as you read this explanation.

Options for Providing Services "Catalog Pricing" to TIPS:

1. **Pricing Form 2 – Providing Service "Catalog Pricing" through Line-Item Pricing:** If Vendor desires to list the services that Vendor sells by line-item, Vendor is welcome to do so in Pricing Form 2. You are welcome to modify the columns and column titles as long as TIPS can identify the service being offered by name, unit-type, and the "catalog price" of the service. Please note that if you are awarded with this type of pricing submission, you will be able to update the pricing and add/remove services within the category as long as you honor any applicable discounts originally proposed.

2. **Service Catalog Pricing is Included in Proposal:** If Vendor already has service "Catalog Pricing" documents, links, or files compiled, Vendor may include a note on Pricing Form 2 directing TIPS to please view those documents/links/files. (Ex. X – Please see "Service "Catalog Pricing" in uploaded document entitled "2022-2023 Vendor Service Pricing.") Please note that if you are awarded with this type of pricing submission, you will be able to update the pricing and add/remove services within this category as long as you honor any applicable discounts originally proposed.

Additional Pricing Terms

1. **Maintaining and Updating TIPS Pricing During Contract.** Vendor agrees and understands that for each TIPS Contract that it is awarded, Vendor submitted, agreed to, and received TIPS' approval for specific pricing, discounts, and other pricing terms and incentives which make up Vendor's TIPS Pricing for that TIPS Contract ("TIPS Pricing"). Vendor may update their pricing during the life of the contract by highlighting the pricing changes and emailing pricing updates to bids@tips-usa.com for TIPS consideration/approval. Through this process, Vendor may: (1) add or remove items; (2) add or remove manufacturer/brands, and; (3) increase or decrease item pricing, as long as "catalog pricing" (or "cost" in very limited circumstances as described herein) is provided to TIPS upon request and Vendor honors all applicable discounts originally proposed. Vendor hereby certifies that Vendor shall only offer goods and services through this TIPS Contract if those goods and services are included in or added to Vendor's TIPS Pricing and approved by TIPS. TIPS reserves the right to review Vendor's pricing update requests as specifically as line-item by line-item to determine compliance. However, Vendor contractually agrees that all submitted pricing updates shall be within the original terms of the Vendor's TIPS Pricing (scope, proposed discounts, price increase limitations, and other pricing terms and incentives originally proposed by Vendor) such that TIPS may accept Vendors price increase requests as submitted without additional vetting at TIPS discretion.

2. **Brands.** If a name brand is included in this solicitation, proposals on any reputable manufacturers regularly produced equipment of such items of a similar nature or similar use which are substantively equivalent will be considered.

3. **TIPS Fee Considered.** Vendor confirms that all TIPS Pricing includes the TIPS Administration Fee and Vendor will not show adding the TIPS Administration Fee as a charge or line-item in a TIPS Sale.

4. **Vendor's Self-Imposed Pricing Limitations.** Within Vendor's TIPS Pricing, Vendor may include express, written limitations on geographical regions, volume of order, expediency, etc., for TIPS consideration and approval, as long as Vendor honors their applicable TIPS Pricing, proposed discounts, the terms and conditions of this Contract, and the terms and conditions of any Supplemental Agreement entered into directly with the customer TIPS Member. (Example: If Vendor sells nationally but a specific product can only be sold in Texas. Or, if Vendor can offer Members a greater discount if they purchase 50 items or more in one purchase, etc.)

5. **Shipping Cost, Bond Cost, and Taxes.** TIPS fees are not assessed to Vendors for shipping cost, required bond cost, or any taxes that may be applicable as long as they can be identified as separate line-items. For that reason, TIPS encourages Vendors not to include shipping price, bond price, or taxes within the TIPS "catalog pricing" for an item. If it is included in the TIPS price, TIPS will have no way to differentiate and the TIPS Administration fee will be assessed on the total.

VI. PROPOSAL SCORING AND EVALUATION

TIPS evaluates and scores all responsive, properly submitted proposals. Recommendations for award will be made to the Region 8 Education Service Center Board of Directors. Awards are ratified or rejected at the monthly meeting of Region 8 ESC Board of Directors, or as delegated by the Board of Directors. TIPS utilizes a value approach and bases its award recommendations on several factors mandated by the Texas Education Code section §44.031. The factors are allotted points as described herein. TIPS reserves the right to assign or deduct any number of points in any given category if warranted due to insufficient response or Vendor stipulated exceptions and limitations. TIPS reserves the right to reject any or all proposals or any part of any proposal. TIPS is the sole arbiter of scoring. TIPS reserves the right to award multiple vendors for each solicitation.

The following evaluation criteria are mandated for consideration by Texas Education Code § 44.031 (b).

1. **Purchase Price**: **(22) Points.** Vendor shall submit, pursuant to the instructions included herein, specific pricing, discounts, and other pricing terms and incentives which make up Vendor's "TIPS Pricing." Points will be assigned based on the specific pricing as it relates to the current market, the discounts, and the other pricing terms and incentives proposed by Vendor.
2. **Reputation of Vendor and Vendor's Offerings: (3) Points.** Points will be assigned based on Vendor's references, to be submitted as instructed herein, any past history with Vendor, and any other information available to TIPS regarding Vendor's reputation.
3. **Quality of Vendor's Offerings: (21.5) Points.** Points will be assigned based on Vendor's references, to be submitted as instructed herein, any past history with Vendor, and any other information available to TIPS regarding the quality of Vendor's goods.
4. **Total Long-Term Cost to TIPS/TIPS Members to Acquire the Vendor's Offerings: (10) Points.** Points will be assigned based on Vendor's response to the Attribute entitled, "Honoring Vendor's Minimum Discount Percentage." If Vendor responds, "Yes", agreeing to honor their proposed TIPS Minimum Percentage Discount for the duration of the contract, Vendor will be awarded the maximum 10 points. A "No" response refusing to honor that proposed discount will be awarded 0 points.
5. **Extent to Which the Offerings Meet the Needs: (21.5) Points.** Points will be assigned based on whether the offerings proposed by Vendor fall within the scope of and meet the TIPS Member needs described in this solicitation.
6. **Vendor's Past Relationship: (10) Points.** Points will be assigned based on Vendor's past relationship with TIPS as an awarded TIPS Vendor. No past relationship with TIPS as an awarded TIPS Vendor will score 5 points, a poor past relationship with TIPS as an awarded TIPS Vendor will score 0-4 points, and a good past relationship with TIPS as TIPS Awarded Vendor will score 6-10 points.
7. **Impact on the Ability of TIPS Members to Comply with Laws and Rules Relating to Historically Underutilized Businesses ("HUB's"): (2) Points.** Points are assigned if, where applicable herein, Vendor agrees that if they anticipate subcontracting under this award, they will abide by the required affirmative steps provided in 2 CFR 200. Please see the corresponding Attribute Questions regarding, "Subcontracting and Affirmative Steps for Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms." A response that Vendor does anticipate subcontracting but does not agree to the federal subcontracting practices will give Vendor 0 points for this category and deem Vendor unacceptable to receive federal funds under this contract, any other responses accurate responses will give Vendor 2 points for this category.
8. **Experience: (10) Points.** Points will be assigned based on the number of years proposing Vendor has been operating the proposing business in this capacity as presented in response to the corresponding attribute question seeking the same. <2 years will receive 1 point, 2-3 years will receive 5 points, 4-5 years will receive 8 points, and > 5 years will receive 10 points.
9. **Residency: 0 Points.** For a contract for goods and services, other than goods and services related to telecommunications and information services, building construction and maintenance, or instructional materials, whether the vendor or the vendor's ultimate parent company or majority owner: A. has its principal place of business in this state; or B. employs at least 500 persons in this state. Vendor's response to the corresponding attribute question will be considered, as required by law, but no points shall be assigned because federal funds may be utilized by TIPS Members, and residency is a prohibited criterion under federal regulation.

PROPOSERS FALLING BELOW AN 70-POINT THRESHOLD WILL NOT BE CONSIDERED FOR AN AWARD.

VII. TERMS & CONDITIONS

1. **Incorporation of Solicitation.** As previously stated, if Vendor proposes and is awarded, the specifications, terms, and conditions of this solicitation shall be incorporated by reference into the final, awarded TIPS Contract. In the event of conflict between the terms herein and the final Vendor Agreement, the terms and conditions which are in the best interest of governmental/qualifying non-profit TIPS Members shall control at TIPS sole discretion.

2. **Deviations.** If Vendor has proposed deviations to TIPS' standard terms, there is an Attribute Question where Vendor can assert that it has proposed negotiations. If Vendor responds to that attribute question asserting deviations, after this solicitation legally closes and TIPS begins evaluating Vendor's file, TIPS will provide Vendor with a draft Word Document Vendor Agreement and instruct Vendor to include all requested negotiations as redline edits for TIPS consideration. This is the only proper way to submit proposed deviations for TIPS consideration. TIPS reserves the right to accept, decline, or modify Vendor's requested negotiated terms. For this reason, asserting deviations or negotiations may ultimately delay or prevent award.

3. **Term of the Agreement.** If awarded, the resulting Agreement with TIPS is for approximately five years with a one-year, consecutive option for renewal as described herein. Renewal options are not automatic and shall only be effective if offered by TIPS at its sole discretion. If TIPS offers a renewal option, the Vendor will be notified via email issued to Vendor's then-

listed Primary Contact. The renewal option shall be deemed accepted by Vendor unless Vendor notifies TIPS of its objection to the renewal option in writing and confirms receipt by TIPS.

Actual Effective Date: Agreement is effective upon signature by authorized representatives of both Parties. The Effective Date does not affect the "Term Calculation Start Date."

Term Calculation Start Date: To keep the contract term consistent for all vendors awarded under a single TIPS contract, Vendor shall calculate the foregoing term as starting on the last day of the month that "Award Notifications" are anticipated as published in the Solicitation, regardless of the actual Effective Date.

Example of Term Calculation Start Date: If the anticipated "Award Date" published in the Solicitation is May 22, 2023, but extended negotiations delay award until June 27, 2023 (Actual Effective Date), the Term Calculation Start Date shall be May 31, 2023 in this example.

Contract Expiration Date: To keep the contract term consistent for all vendors awarded under a single TIPS contract, the term expiration date shall be five-years from the Term Calculation Start Date.

Example of Contract Expiration Date: If the anticipated "Award Date" published in the Solicitation is May 22, 2023, but extended negotiations delay award until June 27, 2023 (Actual Effective Date), the Term Calculation Start Date shall be May 31, 2023 and the Contract Expiration Date of the resulting initial "five-year" term, (which is subject to an extension(s)) will be May 31, 2028 in this example.

Option(s) for Renewal: Any option(s) for renewal shall begin on the Contract Expiration Date, or the date of the expiration of the prior renewal term where applicable, and continue for the duration specified for the renewal option herein.

Example of Option(s) for Renewal: In this example, if TIPS offers a one-year renewal and the Contract Expiration Date is May 31, 2028, then the one-year renewal is effective from May 31, 2028, to May 31, 2029.

TIPS may offer to extend Vendor Agreements to the fullest extent the TIPS Solicitation resulting in this Agreement permits.

4. **Termination.** If awarded, TIPS reserves the right to terminate the resulting agreement for cause or no cause for convenience with a thirty (30) days prior written notice. This Agreement may be terminated for cause by either party if the other party breaches the terms or materially defaults on the performance of any of its duties or obligations set forth herein ,provided that such default is not cured within thirty (30) days, or as otherwise may be agreed to by both parties, after written notice is given to the defaulting party by the non-defaulting party which specifies the faulty performance and acceptable means of correction. In such event, termination of the Agreement shall be effective as of the date specified in such notice of such termination. Upon termination, all TIPS Sale orders previously accepted by Vendor shall be fulfilled and Vendor shall be paid for all TIPS Sales executed pursuant to the applicable terms. All TIPS Sale orders presented to Vendor but not fulfilled by Vendor, prior to the actual termination of this agreement shall be honored at the option of the TIPS Member. TIPS shall submit to Vendor an invoice for any outstanding TIPS Administration Fees and approved expenses and Vendor shall pay such fees and expenses within 30 calendar days of receipt of such valid TIPS invoice. Vendor acknowledges and agrees that continued participation in TIPS is subject to TIPS' sole discretion and that any Vendor may be removed from the TIPS program at any time with or without cause. This termination clause does not affect TIPS Sales Supplemental Agreements pursuant to this term regarding termination and the Survival Clause term.

5. **TIPS Pricing.** Vendor agrees and understands that for each TIPS Contract that it holds, Vendor submitted, agreed to, and received TIPS' approval for specific pricing, discounts, and other pricing terms and incentives which make up Vendor's TIPS Pricing for that TIPS Contract ("TIPS Pricing"). Vendor confirms that Vendor will not add the TIPS Administration Fee as a charge or line-item in a TIPS Sale. Vendor hereby certifies that Vendor shall only offer goods and services through this TIPS Contract if those goods and services are included in or added to Vendor's TIPS Pricing and approved by TIPS. TIPS reserves the right to review Vendor's pricing update requests as specifically as line-item by line-item to determine compliance. However, Vendor contractually agrees that all submitted pricing updates shall be within the original terms of the Vendor's TIPS Pricing (scope, proposed discounts, price increase limitations, and other pricing terms and incentives originally proposed by Vendor) such that TIPS may accept Vendors price increase requests as submitted without additional vetting at TIPS discretion. Any pricing quoted by Vendor to a TIPS Member or on a TIPS Quote shall never exceed Vendor's TIPS Pricing for any good or service offered through TIPS. Vendor certifies by signing this agreement that Vendor's TIPS Pricing for all goods and services included in Vendor's TIPS Pricing shall either be equal to or less than Vendor's current pricing for that good or service for any other customer. TIPS Pricing price increases and modifications, if permitted, will be honored according to the terms of the solicitation and Vendor's proposal, incorporated herein by reference.

6. **Initiation of TIPS Sales.** If awarded, when a public entity initiates a purchase with Vendor under this resulting contract, if the Member inquires verbally or in writing whether Vendor holds a TIPS Contract, it is the duty of the Vendor to verify whether the Member is seeking a TIPS purchase. Once verified, Vendor must include the TIPS Contract Number on all purchase communications and sales documents exchanged with the TIPS Member.

7. **TIPS Sales and Supplemental Agreements.** If awarded, when making a sale under this awarded contract, the terms of the specific TIPS order, including but not limited to: shipping, freight, insurance, delivery, fees, bonding, cost, delivery expectations and location, returns, refunds, terms, conditions, cancellations, order assistance, etc., shall be controlled by the purchase agreement (Purchase Order, Contract, Invoice, etc.) (hereinafter "Supplemental Agreement") entered into between the TIPS Member Customer and Vendor only. TIPS is not a party to any Supplemental Agreement. All Supplemental Agreements shall include Vendor's Name, as known to TIPS, and TIPS Contract Name and Number. Vendor accepts and understands that TIPS is not a legal party to TIPS Sales and Vendor is solely responsible for identifying fraud, mistakes, unacceptable terms, or misrepresentations for the specific order prior to accepting. Vendor agrees that any order issued from a customer to Vendor, even when processed through TIPS, constitutes a legal contract between the customer and Vendor only. When Vendor accepts or fulfills an order, even when processed through TIPS Vendor is representing that Vendor has carefully reviewed the order for legality, authenticity, and accuracy and TIPS shall not be liable or responsible for the same. In the event of a conflict between the terms of this TIPS Vendor Agreement document and those contained in any attachment, the provisions set forth herein shall control unless otherwise agreed to by the Parties in writing.

8. **Payment for TIPS Sales.** TIPS Members may make payments for TIPS Sales directly to Vendor, Vendor's Authorized Reseller, or as otherwise agreed to in the applicable Supplemental Agreement after receipt of the invoice and in compliance with applicable payment statutes. Regardless of how payment is issued or received for a TIPS Sale. Vendor is responsible for all reporting and TIPS Administration Fee payment requirements as required by the TIPS Contract.

9. **Right of Refusal.** If awarded, Vendor has the right not to sell to a TIPS Member under the awarded agreement at Vendor's discretion unless otherwise required by law.

10. **Reporting TIPS Sales**. If awarded, Vendor must report all TIPS Sales to TIPS. If a TIPS sale is initiated by Vendor receiving a TIPS Member's purchase order from TIPS directly, Vendor may consider that specific TIPS Sale reported. Otherwise, with the exception of TIPS Automated Vendors, who have signed an exclusive agreement with TIPS regarding reporting, all TIPS Sales must be reported to TIPS by either: (1) Emailing the purchase order or similar purchase document (with Vendor's Name, as known to TIPS, and the TIPS Contract Name and Number included) to TIPS at tipspo@tips-usa.com with "Confirmation Only" in the subject line of the email within three business days of Vendor's acceptance of the order, or; (2) Within 3 business days of the order being accepted by Vendor, Vendor must login to the TIPS Vendor Portal and successfully self-report all necessary sale information within the Vendor Portal and confirm that it shows up accurately on your current Vendor Portal statement. No other method of reporting is acceptable unless agreed to by the Parties in writing. Failure to report all sales pursuant to this provision may result in immediate cancellation of Vendor's TIPS Contract(s) for cause at TIPS' sole discretion. Please refer to the TIPS Accounting FAQ's for more information about reporting sales and if you have further questions, contact the Accounting Team at accounting@tips-usa.com.

11. **TIPS Administration Fees.** The collection of administrative fees by TIPS, a government entity, for performance of these procurement services is required pursuant to Texas Government Code Section 791.011 et. seq. The administration fee ("TIPS Administration Fee") is the amount legally owed by Vendor to TIPS for TIPS Sales made by Vendor. The TIPS Administration Fee amount is typically a set percentage of the amount paid by the TIPS Member for each TIPS Sale, less shipping cost, bond cost, and taxes if applicable and identifiable, which is legally due to TIPS, but the exact TIPS Administration Fee for this Contract is published herein. TIPS Administration Fees are due to TIPS immediately upon Vendor's receipt of payment, including partial payment, for a TIPS Sale. The TIPS Administration Fee is assessed on the amount paid by the TIPS Member, not on the Vendor's cost or on the amount for which the Vendor sold the item to a dealer or Authorized Reseller. Upon receipt of payment for a TIPS Sale, including partial payment (which renders TIPS Administration Fees immediately due), Vendor shall issue to TIPS the corresponding TIPS Administration Fee payment as soon as possible but not later than thirty-one calendar days following Vendor's receipt of payment. Vendor shall pay TIPS via check unless otherwise agreed to by the Parties in writing. Vendor shall include clear documentation with the issued payment dictating to which sale(s) the amount should be applied. Vendor may create a payment report within their TIPS Vendor Portal which is the preferred documentation dictating to which TIPS Sale(s) the amount should be applied. Failure to pay all TIPS Administration Fees pursuant to this provision may result in immediate cancellation of Vendor's TIPS Contract(s) for cause at TIPS' sole discretion as well as the initiation of collection and legal actions by TIPS against Vendor to the extent permitted by law. Any overpayment of participation fees to TIPS by Vendor will be refunded to the Vendor within ninety (90) days of receipt of notification if TIPS receives written notification of the overpayment not later than the expiration of six (6) months from the date of overpayment and TIPS determines that the amount was not legally due to TIPS pursuant to this agreement and applicable law. Any

notification of overpayment received by TIPS after the expiration of six (6) months from the date that TIPS received the payment will render the overpayment non-refundable. Region 8 ESC and TIPS reserve the right to extend the six (6) month deadline if approved by the Region 8 ESC Board of Directors. TIPS reserves all rights under the law to collect TIPS Administration Fees due to TIPS pursuant to this Agreement.

12. **Confidentiality of Vendor Data.** Vendor understands and agrees that by signing this Agreement, all Vendor Data is hereby released to TIPS, TIPS Members, and TIPS third-party administrators to effectuate Vendor's TIPS Contract except as provided for herein. The Parties agree that Vendor Data is accessible by all TIPS Members as if submitted directly to that TIPS Member Customer for purchase consideration. If Vendor otherwise considers any portion of Vendor's Data to be confidential and not subject to public disclosure pursuant to Chapter 552 Texas Gov't Code (the "Public Information Act") or other law(s) and orders, Vendor must have identified the claimed confidential materials through proper execution of the Confidentiality Claim Form which is required to be submitted as part of Vendor's proposal resulting in this Agreement and incorporated by reference. The Confidentiality Claim Form included in Vendor's proposal and incorporated herein by reference is the sole indicator of whether Vendor considers any Vendor Data confidential in the event TIPS receives a Public Information Request. If TIPS receives a request, any responsive documentation not deemed confidential by you in this manner will be automatically released. For Vendor Data deemed confidential by you in this manner, TIPS will follow procedures of controlling statute(s) regarding any claim of confidentiality and shall not be liable for any release of information required by law, including Attorney General determination and opinion. In the event that TIPS receives a written request for information pursuant to the Public Information Act that affects Vendor's interest in any information or data furnished to TIPS by Vendor, and TIPS requests an opinion from the Attorney General, Vendor may, at its own option and expense, prepare comments and submit information directly to the Attorney General stating why the requested information is exempt from disclosure pursuant to the requirements of the Public Information Act. Vendor is solely responsible for submitting the memorandum brief and information to the Attorney General within the time period prescribed by the Public Information Act. Notwithstanding any other information provided in this solicitation or Vendor designation of certain Vendor Data as confidential or proprietary, Vendor's acceptance of this TIPS Vendor Agreement constitutes Vendor's consent to the disclosure of Vendor's Data, including any information deemed confidential or proprietary, to TIPS Members or as ordered by a Court or government agency, including without limitation the Texas Attorney General. Vendor agrees that TIPS shall not be responsible or liable for any use or distribution of information or documentation by TIPS Members or as required by law.

13. **Conflicts of Interest.** Vendor confirms that they have not offered, given, or accepted, nor intend to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, service to the other in connection with this Agreement. Vendor affirms that, to the best of Vendor's knowledge, its proposal has been arrived at independently, and is awarded without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other vendors in the award of this Agreement. Vendor agrees that it will/has disclosed any necessary affiliations with Region 8 Education Service Center and the TIPS Department, if any, through the Conflict of Interest attachment provided in the solicitation.

14. **Volume of TIPS Sales.** Nothing in this Agreement or any TIPS communication may be construed as a guarantee that TIPS or TIPS Members will submit any TIPS orders to Vendor at any time.

15. **Exclusivity.** Any award under this solicitation is non-exclusive and TIPS reserves the right to award multiple vendors or not award any vendors. TIPS reserves the right to re-issue a solicitation or solicit the same or similar solicitation categories for additional similar awards at any time at TIPS sole discretion.

16. **Best and Final Offer.** Vendor's proposal shall be their best and final offer although deviations may be addressed and Vendor's TIPS Pricing may be updated as provided for herein.

17. **LIMITATION OF LIABILITY – Waiver.** BY SUBMITTING A PROPOSAL, OFFERER EXPRESSLY AGREES TO WAIVE ANY CLAIM IT HAS OR MAY HAVE AGAINST BOTH THE INTERLOCAL PURCHASING SYSTEM REGION 8 EDUCATION SERVICE CENTER, ITS DIRECTORS, OFFICERS, ITS TRUSTEES, OR AGENTS ARISING OUT OF OR IN CONNECTION WITH (1) THE ADMINISTRATION, EVALUATION, RECOMMENDATION OF ANY PROPOSAL; (2) ANY REQUIREMENTS UNDER THE SOLICITATION, PROPOSAL PACKAGE, OR RELATED DOCUMENTS; (3) THE REJECTION OF ANY PROPOSAL OR ANY PART OF ANY PROPOSAL; AND/OR (4) THE AWARD OF AN AGREEMENT, IF ANY. NEITHER REGION 8 ESC NOR TIPS SHALL BE RESPONSIBLE OR LIABLE FOR ANY COSTS INCURRED BY PROPOSERS OR THE SELECTED CONTRACTOR IN CONNECTION WITH RESPONDING TO THE SOLICITATION, PREPARING FOR ORAL PRESENTATIONS, PREPARING AND SUBMITTING A PROPOSAL, ENTERING OR NEGOTIATING THE TERMS OF AN AGREEMENT, OR ANY OTHER EXPENSES INCURRED BY A PROPOSER. THE PROPOSER OR SELECTED CONTRACTOR IS WHOLLY

RESPONSIBLE FOR ANY SUCH COSTS AND EXPENSES AND SHALL NOT BE REIMBURSED IN ANY MANNER BY REGION 8 ESC OR TIPS.

ATTACHMENT B

TIPS VENDOR AGREEMENT

TIPS RFP 250601 Consulting and Other Related Services

The following Vendor Agreement ("Agreement") creates a legal agreement between The Interlocal Purchasing System ("TIPS"), a government purchasing cooperative and Department of Texas Region 8 Education Service Center and (INSERT ENTITY NAME):

Plante & Moran, PLLC

(ENTER ENTITY NAME)

its owners, agents, subsidiaries, and affiliates (together, "Vendor") (individually, "Party", and collectively the "Parties") and this agreement shall exclusively govern the contractual relationship ("Agreement") between the Parties.

TIPS, a governmental entity and a national purchasing cooperative seeks to provide a valuable and necessary solution to public entities and qualifying non-profits by performing the public procurement solicitation process and awarding compliant contracts to qualified vendors. Then, where the law of a customer's jurisdiction allows, instead of public entities and qualifying non-profits expending time, money, and resources on the extensive public procurement process, the use of TIPS allows public entities to quickly select and purchase their preferred products or services from qualified, competitively evaluated vendors through cooperative purchasing.

1. **Purpose.** The purpose of this Agreement is to identify the terms and conditions of the relationship between TIPS and Vendor. Public entities and qualifying non-profits that properly join or utilize TIPS ("TIPS Members") may elect to "piggyback" off of TIPS' procurements and agreements where the laws of their jurisdiction allow. TIPS Members are not contractual parties to this Agreement although terms and conditions of this Agreement may ensure benefits to TIPS Members.

2. **Authority.** The Parties agree that the signatories below are individual authorized to enter into this Agreement on behalf of their entity and that they are acting under due and proper authority under applicable law.

3. **Definitions.**

    a. **TIPS Pricing:** The specific pricing, discounts, and other pricing terms and incentives which Vendor submitted and TIPS approved for each respective TIPS Contract awarded to Vendor and all permissible, subsequent pricing updates submitted by Vendor and accepted by TIPS, if any.

    b. **Authorized Reseller:** A reseller or dealer authorized and added by a Vendor through their online TIPS Vendor Portal to make TIPS sales according to the terms and conditions herein.

4. **Entire Agreement.** This Agreement resulted from TIPS posting a "TIPS Solicitation" (RFP, RCSP, RFQ, or other) and Vendor submitting a proposal in response to that posted TIPS Solicitation for evaluation and award. The Parties agree that this Agreement consists of the provisions set forth herein and: (1) The TIPS solicitation document resulting in this Agreement; (2) Any addenda or clarifications issued in relation to the TIPS solicitation; (3) All solicitation information provided to Vendor by TIPS through the TIPS eBid System; (3) Vendor's entire proposal response to the TIPS solicitation including all accepted required attachments, acknowledged notices and certifications, accepted negotiated terms, pricing, accepted responses to questions, and accepted written clarifications of Vendor's proposal, and; any properly included attachments to this Agreement. All documentation and information listed is hereby incorporated by reference as if set forth herein verbatim. In the event of conflict between the terms herein and one of the incorporated documents the terms and conditions herein shall control.

5. **Vendor's Specific Warranties, Terms, and License Agreements.** Because TIPS serves public entities and non-profits throughout the nation all of which are subject to specific laws and policies of their jurisdiction, as a matter of standard practice, TIPS does not typically accept a Vendor's specific "Sale Terms" (warranties, license agreements, master agreements, terms and conditions, etc.) on behalf of all TIPS Members. TIPS may permit Vendor to attach those to this Agreement to display to interested customers what terms may apply to their Supplemental Agreement with Vendor (if submitted by Vendor for that purpose). However, unless this term of the Agreement is negotiated and modified to state otherwise, those specific Sale Terms are not accepted by TIPS on behalf of all TIPS Members and each Member may choose whether to accept, negotiate, or reject those specific Sale Terms, which must be reflected in a separate agreement between Vendor and the Member in order to be effective.

6. **Vendor Identity and Contact Information.** It is Vendor's sole responsibility to ensure that all identifying vendor information (name, EIN, d/b/a's, etc.) and contact information is updated and current at all times within the TIPS eBid System and the TIPS Vendor Portal. It is Vendor's sole responsibility to confirm that all e-correspondence issued from tips-usa.com, ionwave.net, and tipsconstruction.com to Vendor's contacts are received and are not blocked by firewall or other technology security. Failure to permit receipt of correspondence from these domains and failure to keep vendor identity and contact information current at all times during the life of the contract may cause loss of TIPS Sales, accumulating TIPS fees, missed rebid opportunities, lapse of TIPS Contract(s), and unnecessary collection or legal actions against Vendor. It is no defense to any of the foregoing or any breach of this Agreement that Vendor was not receiving TIPS' electronic communications issued by TIPS to Vendor's listed contacts.

7. **Initiation of TIPS Sales.** When a public entity initiates a purchase with Vendor, if the Member inquires verbally or in writing whether Vendor holds a TIPS Contract, it is the duty of the Vendor to verify whether the Member is seeking a TIPS purchase. Once verified, Vendor must include the TIPS Contract Number on all purchase communications and sales documents exchanged with the TIPS Member.

8. **TIPS Sales and Supplemental Agreements.** The terms of the specific TIPS order, including but not limited to: shipping, freight, insurance, delivery, fees, bonding, cost, delivery expectations and location, returns, refunds, terms, conditions, cancellations, order assistance, etc., shall be controlled by the purchase agreement (Purchase Order, Contract, Invoice, etc.) (hereinafter "Supplemental Agreement") entered into between the TIPS Member Customer and Vendor only. TIPS is not a party to any Supplemental Agreement. All Supplemental Agreements shall include Vendor's Name, as known to TIPS, and TIPS Contract Name and Number. Vendor accepts and understands that TIPS is not a legal party to TIPS Sales and Vendor is solely responsible for identifying fraud, mistakes, unacceptable terms, or misrepresentations for the specific order prior to accepting. Vendor agrees that any order issued from a customer to Vendor, even when processed through TIPS, constitutes a legal contract between the customer and Vendor only. When Vendor accepts or fulfills an order, even when processed through TIPS, Vendor is representing that Vendor has carefully reviewed the order for legality, authenticity, and accuracy and TIPS shall not be liable or responsible for the same. In the event of a conflict between the terms of this TIPS Vendor Agreement and those contained in any Supplemental Agreement, the provisions set forth herein shall control unless otherwise agreed to and authorized by the Parties in writing within the Supplemental Agreement.

9. **Right of Refusal.** Vendor has the right not to sell to a TIPS Member under the awarded agreement at Vendor's discretion unless otherwise required by law.

10. **Reporting TIPS Sales**. Vendor must report all TIPS Sales to TIPS. If a TIPS sale is initiated by Vendor receiving a TIPS Member's purchase order from TIPS directly, Vendor may consider that specific TIPS Sale reported. Otherwise, with the exception of TIPS Automated Vendors, who have signed an exclusive agreement with TIPS regarding reporting, all TIPS Sales must be reported to TIPS by either: (1) Emailing the purchase order or similar purchase document (with Vendor's Name, as known to TIPS, and the TIPS Contract Name and Number included) to TIPS at tipspo@tips-usa.com with "Confirmation Only" in the subject line of the email within three business days of Vendor's acceptance of the order, or; (2) Within 3 business days of the order being accepted by Vendor, Vendor must login to the TIPS Vendor Portal and successfully self-report all necessary sale information within the Vendor Portal and confirm that it shows up accurately on your current Vendor Portal statement. No other method of reporting is acceptable unless agreed to by the Parties in writing. Failure to report all sales pursuant to this provision may result in immediate cancellation of Vendor's TIPS Contract(s) for cause at TIPS' sole discretion. Please refer to the TIPS Accounting FAQ's for more information about reporting sales and if you have further questions, contact the Accounting Team at accounting@tips-usa.com.

11. **TIPS Administration Fees.** The collection of administrative fees by TIPS, a government entity, for performance of these procurement services is required pursuant to Texas Government Code Section 791.011 et. seq. The administration fee ("TIPS Administration Fee") is the amount legally owed by Vendor to TIPS for TIPS Sales made by Vendor. The TIPS Administration Fee amount is typically a set percentage of the amount paid by the TIPS Member for each TIPS Sale, less shipping cost, bond cost, and taxes if applicable and identifiable, which is legally due to TIPS, but the exact TIPS Administration Fee for this Contract is published in the corresponding solicitation and is incorporated herein by reference. TIPS Administration Fees are due to TIPS immediately upon Vendor's receipt of payment, including partial payment, for a TIPS Sale. The TIPS Administration Fee is assessed on the amount paid by the TIPS Member, not on the Vendor's cost or on the amount for which the Vendor sold the item to a dealer or Authorized Reseller. Upon receipt of payment for a TIPS Sale, including partial payment (which renders TIPS Administration Fees immediately due), Vendor shall issue to TIPS the corresponding TIPS Administration Fee payment as soon as possible but not later than thirty-one calendar days following Vendor's receipt of payment. Vendor shall pay TIPS via check unless otherwise agreed to by the Parties in writing. Vendor shall include clear documentation with the issued payment dictating to which sale(s) the amount should be applied. Vendor may create a payment report within their TIPS Vendor Portal which is the preferred documentation dictating to which TIPS Sale(s) the amount should be applied. Failure to pay all TIPS Administration Fees pursuant to this provision may result in immediate cancellation of Vendor's TIPS Contract(s) for cause at TIPS' sole discretion as well as the initiation of collection and legal actions by TIPS against Vendor to the extent permitted by law. Any overpayment of participation fees to TIPS by Vendor will be refunded to the Vendor

within ninety (90) days of receipt of notification if TIPS receives written notification of the overpayment not later than the expiration of six (6) months from the date of overpayment and TIPS determines that the amount was not legally due to TIPS pursuant to this agreement and applicable law. Any notification of overpayment received by TIPS after the expiration of six (6) months from the date that TIPS received the payment will render the overpayment non-refundable. Region 8 ESC and TIPS reserve the right to extend the six (6) month deadline if approved by the Region 8 ESC Board of Directors. TIPS reserves all rights under the law to collect TIPS Administration Fees due to TIPS pursuant to this Agreement.

12. **Term of the Agreement.** This Agreement with TIPS is for approximately five years with a one-year, consecutive option for renewal as described herein. Renewal options are not automatic and shall only be effective if offered by TIPS at its sole discretion. If TIPS offers a renewal option, the Vendor will be notified via email issued to Vendor's then-listed Primary Contact. The renewal option shall be deemed accepted by Vendor unless Vendor notifies TIPS of its objection to the renewal option in writing and confirms receipt by TIPS.

    Actual Effective Date: Agreement is effective upon signature by authorized representatives of both Parties. The Effective Date does not affect the "Term Calculation Start Date."

    Term Calculation Start Date: To keep the contract term consistent for all vendors awarded under a single TIPS contract, Vendor shall calculate the foregoing term as starting on the last day of the month that "Award Notifications" are anticipated as published in the Solicitation, regardless of the actual Effective Date.

    Example of Term Calculation Start Date: If the anticipated "Award Date" published in the Solicitation is May 22, 2023, but extended negotiations delay award until June 27, 2023 (Actual Effective Date), the Term Calculation Start Date shall be May 31, 2023 in this example.

    Contract Expiration Date: To keep the contract term consistent for all vendors awarded under a single TIPS contract, the term expiration date shall be five-years from the Term Calculation Start Date.

    Example of Contract Expiration Date: If the anticipated "Award Date" published in the Solicitation is May 22, 2023, but extended negotiations delay award until June 27, 2023 (Actual Effective Date), the Term Calculation Start Date shall be May 31, 2023 and the Contract Expiration Date of the resulting initial "five-year" term, (which is subject to an extension(s)) will be May 31, 2028 in this example.

    Option(s) for Renewal: Any option(s) for renewal shall begin on the Contract Expiration Date, or the date of the expiration of the prior renewal term where applicable, and continue for the duration specified for the renewal option herein.

    Example of Option(s) for Renewal: In this example, if TIPS offers a one-year renewal and the Contract Expiration Date is May 31, 2028, then the one-year renewal is effective from May 31, 2028 to May 31, 2029.

    TIPS may offer to extend Vendor Agreements to the fullest extent the TIPS Solicitation resulting in this Agreement permits.

13. **TIPS Pricing.** Vendor agrees and understands that for each TIPS Contract that it holds, Vendor submitted, agreed to, and received TIPS' approval for specific pricing, discounts, and other pricing terms and incentives which make up Vendor's TIPS Pricing for that TIPS Contract ("TIPS Pricing"). Vendor confirms that Vendor will not add the TIPS Administration Fee as a charge or line-item in a TIPS Sale. Vendor hereby certifies that Vendor shall only offer goods and services through this TIPS Contract if those goods and services are included in or added to Vendor's TIPS Pricing and approved by TIPS. TIPS reserves the right to review Vendor's pricing update requests as specifically as line-item by line-item to determine compliance. However, Vendor contractually agrees that all submitted pricing updates shall be within the original terms of the Vendor's TIPS Pricing (scope, proposed discounts, price increase limitations, and other pricing terms and incentives originally proposed by Vendor) such that TIPS may accept Vendors price increase requests as submitted without additional vetting at TIPS discretion. Any pricing quoted by Vendor to a TIPS Member or on a TIPS Quote shall never exceed Vendor's TIPS Pricing for any good or service offered through TIPS. TIPS Pricing price increases and modifications, if permitted, will be honored according to the terms of the solicitation and Vendor's proposal, incorporated herein by reference.

14. **Indemnification of TIPS.** **VENDOR AGREES TO INDEMNIFY, HOLD HARMLESS, AND DEFEND TIPS, TIPS MEMBERS, TIPS OFFICERS, TIPS EMPLOYEES, TIPS DIRECTORS, AND TIPS TRUSTEES (THE "TIPS INDEMNITEES") FROM AND AGAINST ALL CLAIMS AND SUITS BY THIRD-PARTIES FOR DAMAGES, INJURIES TO PERSONS (INCLUDING DEATH), PROPERTY DAMAGES, LOSSES, EXPENSES, FEES, INCLUDING COURT COSTS, REASONABLE ATTORNEY'S FEES, AND REASONABLE EXPERT FEES, IN EACH CASE TO THE EXTENT CAUSED BY THE NEGLIGENCE OR WILLFUL MISCONDUCT OF VENDOR OR ITS EMPLOYESS IN PERFORMING THE SERVICES UNDER THIS AGREEMENT , REGARDLESS OF THE NATURE OF THE CAUSE OF ACTION, INCLUDING WITHOUT LIMITATION CAUSES OF ACTION BASED UPON COMMON, CONSTITUTIONAL, OR STATUTORY LAW.**

    NO LIMITATION OF LIABILITY FOR DAMAGES FOR PERSONAL INJURY OR PROPERTY DAMAGE ARE PERMITTED OR AGREED TO BY TIPS. APART FROM THIS INDEMNIFICATION PROVISION REQUIRING INDEMNIFICATION OF THE TIPS INDEMNITEES' ATTORNEY'S FEES

AS SET FORTH ABOVE, RECOVERY OF ATTORNEYS' FEES BY THE PREVAILING PARTY IS AUTHORIZED ONLY IF AUTHORIZED BY TEX. EDUC. CODE § 44.032(F).

15. **Indemnification and Assumption of Risk – Vendor Data.** **VENDOR AGREES THAT IT IS VOLUNTARILY PROVIDING DATA (INCLUDING BUT NOT LIMITED TO: VENDOR INFORMATION, VENDOR DOCUMENTATION, VENDOR'S PROPOSALS, VENDOR PRICING SUBMITTED OR PROVIDED TO TIPS, , VENDOR LOGOS AND IMAGES, VENDOR'S CONTACT INFORMATION, VENDOR'S BROCHURES AND COMMERCIAL INFORMATION, VENDOR'S FINANCIAL INFORMATION, VENDOR'S CERTIFICATIONS, AND ANY OTHER VENDOR INFORMATION OR DOCUMENTATION, , SUBMITTED TO TIPS BY VENDOR AND ITS AGENTS) ("VENDOR DATA") TO TIPS. FOR THE SAKE OF CLARITY, AND WITHOUT LIMITING THE BREADTH OF THE INDEMNITY OBLIGATIONS IN SECTION 14 ABOVE, VENDOR AGREES TO PROTECT, INDEMNIFY, AND HOLD THE TIPS INDEMNITEES HARMLESS FROM AND AGAINST ANY AND ALL LOSSES, CLAIMS, ACTIONS, DEMANDS, ALLEGATIONS, SUITS, JUDGMENTS, COSTS, EXPENSES, FEES, INCLUDING COURT COSTS, REASONABLE ATTORNEY'S FEES, AND REASONABLE EXPERT FEES AND ALL OTHER LIABILITY OF ANY NATURE WHATSOEVER , TO THE EXTENT CAUSED BY VENDOR'S NEGLIGENCE OR WILLFUL MISCONDUCT THAT RESULTS IN: (I) ANY VIRUSES OR OTHER CORRUPTING AGENTS , CONTAINED IN VENDOR'S DATA, PRICING, AND INFORMATION PROVIDED TO TIPS, AND; (II) ALLEGATIONS OR CLAIMS THAT ANY VENDOR DATA INFRINGES ON THE INTELLECTUAL PROPERTY RIGHTS OF A THIRD-PARTY.**

16. **Procedures Related to Indemnification.** In the event that an indemnity obligation arises, Vendor shall pay all amounts set forth in Section 14 and 15 above (including any settlements) and – if it has accepted its indemnity obligation without qualification – control the legal defense to such claim or cause of action, including without limitation attorney selection, strategy, discovery, trial, appeal, and settlement, and TIPS shall, at Vendor's cost and expense (with respect to reasonable out of pocket costs and expenses incurred by TIPS which shall be reimbursed to TIPS by Vendor), provide all commercially reasonable assistance requested by Vendor. In controlling any defense, Vendor shall ensure that all assertions of governmental immunity and all applicable pleas and defenses shall be promptly asserted.

17. **Indemnity for Underlying Sales and Supplemental Agreements.** Vendor shall be solely responsible for any customer claims or any disputes arising out of TIPS Sales or any Supplemental Agreement as if sold in the open-market. The Parties agree that TIPS shall not be liable for any claims arising out of Vendor's TIPS Sales or Supplemental Agreements, including but not limited to: allegations of product defect or insufficiency, allegations of service defect or insufficiency, allegations regarding delivery defect or insufficiency, allegations of fraud or misrepresentation, allegations regarding pricing or amounts owed for TIPS sales, and/or allegations regarding payment, over-payment, under-payment, or non-payment for TIPS Sales. Payment/Drafting, overpayment/over-drafting, under-payment/under-drafting, or non-payment for TIPS Sales between customer and Vendor and inspections, rejections, or acceptance of such purchases shall be the exclusive respective obligations of Vendor/Customer, and disputes shall be handled in accordance with the terms of the underlying Supplemental Agreement(s) entered into between Vendor and Customer. Vendor acknowledges that TIPS is not a dealer, subcontractor, agent, or reseller of Vendor's goods and services and shall not be responsible for any claims arising out of alleged insufficiencies or defects in Vendor's goods and services, should any arise.

18. **Confidentiality of Vendor Data.** Vendor understands and agrees that by signing this Agreement, all Vendor Data is hereby released to TIPS, TIPS Members, and TIPS third-party administrators to effectuate Vendor's TIPS Contract except as provided for herein. The Parties agree that Vendor Data is accessible by all TIPS Members as if submitted directly to that TIPS Member Customer for purchase consideration. If Vendor otherwise considers any portion of Vendor's Data to be confidential and not subject to public disclosure pursuant to Chapter 552 Texas Gov't Code (the "Public Information Act") or other law(s) and orders, Vendor must have identified the claimed confidential materials through proper execution of the Confidentiality Claim Form which is required to be submitted as part of Vendor's proposal resulting in this Agreement and incorporated by reference. The Confidentiality Claim Form included in Vendor's proposal and incorporated herein by reference is the sole indicator of whether Vendor considers any Vendor Data confidential in the event TIPS receives a Public Information Request. If TIPS receives a request, any responsive documentation not deemed confidential by you in this manner will be automatically released. For Vendor Data deemed confidential by you in this manner, TIPS will follow procedures of controlling statute(s) regarding any claim of confidentiality and shall not be liable for any release of information required by law, including Attorney General determination and opinion. In the event that TIPS receives a written request for information pursuant to the Public Information Act that affects Vendor's interest in any information or data furnished to TIPS by Vendor, and TIPS requests an opinion from the Attorney General, Vendor may, at its own option and expense, prepare comments and submit information directly to the Attorney General stating why the requested information is exempt from disclosure pursuant to the requirements of the Public Information Act. Vendor is solely responsible for submitting the memorandum brief and information to the Attorney General

within the time period prescribed by the Public Information Act. Notwithstanding any other information provided in this solicitation or Vendor designation of certain Vendor Data as confidential or proprietary, Vendor's acceptance of this TIPS Vendor Agreement constitutes Vendor's consent to the disclosure of Vendor's Data, including any information deemed confidential or proprietary, to TIPS Members or as ordered by a Court or government agency, including without limitation the Texas Attorney General. Vendor agrees that TIPS shall not be responsible or liable for any use or distribution of information or documentation by TIPS Members or as required by law.

19. **Vendor's Authorized Resellers.** TIPS recognizes that many vendors operate in the open market through the use of resellers or dealers. For that reason, TIPS permits Vendor to authorize Authorized Resellers within its Vendor Portal and make TIPS Sales through the Authorized Reseller(s). Once authorized by Vendor in the Vendor Portal, the Authorized Reseller(s) may make TIPS sales to TIPS Members. However, all purchase documents must include: (1) Authorized Reseller's Name; (2) Vendor's Name, as known to TIPS, and; (3) Vendor's TIPS Contract Name and Number under which it is making the TIPS Sale. Either Vendor or Reseller may report the sale pursuant to the terms herein. However, Vendor agrees that it is legally responsible for all reporting and fee payment as described herein for TIPS Sales made by Authorized Resellers. The TIPS Administration Fee is assessed on the amount paid by the TIPS Member, not on the Vendor's cost or on the amount for which the Vendor sold the item to a dealer or Authorized Reseller. The Parties intend that Vendor shall be responsible and liable for TIPS Sales made by Vendor's Authorized Resellers. Vendor agrees that it is voluntarily authorizing this Authorized Reseller and in doing so, Vendor agrees that it is doing so at its own risk and agrees to protect, indemnify, and hold TIPS harmless in accordance with Sections 14-17 above related to Authorized Reseller TIPS Sales made pursuant to this Agreement or purporting to be made pursuant to this Agreement that may be asserted against Vendor whether rightfully brought or otherwise. The Parties further agree that it is no defense to Vendor's breach of this Agreement that an Authorized Reseller caused Vendor of breach this Agreement.

20. **Circumvention of TIPS Sales**. When a public entity initiates a purchase with Vendor, if the Member inquires verbally or in writing whether Vendor holds a TIPS Contract, it is the duty of the Vendor to verify whether the Member is seeking a TIPS purchase. Any request for quote, customer communication, or customer purchase initiated through or referencing a TIPS Contract shall be completed through TIPS pursuant to this Agreement. Any encouragement or participation by Vendor in circumventing a TIPS sale being completed may result in immediate termination of Vendor's TIPS Contract(s) for cause as well as preclusion from future TIPS opportunities at TIPS sole discretion.

21. **State of Texas Franchise Tax.** By signature hereon, Vendor hereby certifies that Vendor is not currently delinquent in the payment of any franchise taxes owed to the State of Texas under Chapter 171 of the Texas Tax Code.

22. **Termination.**

A) Termination for Convenience. TIPS may, by written notice to Vendor, terminate this Agreement for convenience, in whole or in part, at any time by giving thirty (30) days' written notice to Vendor of such termination, and specifying the effective date thereof.

B) Termination for Cause. If Vendor fails to materially perform pursuant to the terms of this Agreement, TIPS shall provide written notice to Vendor specifying the default. If Vendor does not cure such default within thirty (30) days, TIPS may terminate this Agreement, in whole or in part, for cause. If TIPS terminates this Agreement for cause, and it is later determined that the termination for cause was wrongful, the termination shall automatically be converted to and treated as a termination for convenience.

C) Vendor's Termination. If TIPS fails to materially perform pursuant to the terms of this Agreement, Vendor shall provide written notice to TIPS specifying the default ("Notice of Default"). If TIPS does not cure such default within thirty (30) days, Vendor may terminate this Agreement, in whole or in part, for cause. If Vendor terminates this Agreement for cause, and it is later determined that the termination for cause was wrongful, the termination shall automatically be converted to and treated as a termination for convenience.

D) Upon termination, all TIPS Sale orders previously accepted by Vendor shall be fulfilled and Vendor shall be paid for all TIPS Sales executed pursuant to the applicable terms. All TIPS Sale orders presented to Vendor but not fulfilled by Vendor, prior to the actual termination of this agreement shall be honored at the option of the TIPS Member. TIPS shall submit to Vendor an invoice for any outstanding TIPS Administration Fees and approved expenses and Vendor shall pay such fees and expenses within 30 calendar days of receipt of such valid TIPS invoice. Vendor acknowledges and agrees that continued participation in TIPS is subject to TIPS' sole discretion and that any Vendor may be removed from the TIPS program at any time with or without cause. This

termination clause does not affect TIPS Sales Supplemental Agreements pursuant to this term regarding termination and the Survival Clause term.

E) Vendor hereby waives any and all claims for damages, including, but not limited, to consequential damages or lost profits, that might arise from TIPS' act of terminating this Agreement.

23. **Survival Clause.** It is the intent of the Parties that this Agreement and procurement method applies to any TIPS Sale made during the life of this Agreement even if made on or near the Contract Expiration Date as defined herein. Thus, all TIPS Sales, including but not limited to: leases, service agreements, license agreements, open purchase orders, warranties, and contracts, even if they extend months or years past the TIPS Contract Expiration Date, shall survive the expiration or termination of this Agreement subject to the terms and conditions of the Supplemental Agreement between Customer and Vendor or unless otherwise specified herein.

24. **Audit Rights.** Due to transparency statutes and public accountability requirements of TIPS and TIPS Members, Vendor shall at their sole expense, maintain documentation of all TIPS Sales for a period of three years from the time of the TIPS Sale. In order to ensure and confirm compliance with this agreement, TIPS shall have authority to conduct audits of Vendor's TIPS Pricing or TIPS Sales with thirty-days' notice unless the audit is ordered by a Court Order or by a Government Agency with authority to do so without said notice. Notwithstanding the foregoing, in the event that TIPS is made aware of any pricing being offered to eligible entities that is materially inconsistent with Vendor's TIPS Pricing, TIPS shall have the ability to conduct the audit internally or may engage a third- party auditing firm to investigate any possible non-compliant conduct or may terminate the Agreement according to the terms of this Agreement. In the event of an audit, the requested materials shall be reasonably provided in the time, format, and at the location acceptable to TIPS. TIPS agrees not to perform a random audit the TIPS transaction documentation more than once per calendar year, but reserves the right to audit for just cause or as required by any governmental agency or court with regulatory authority over TIPS or the TIPS Member. These audit rights shall survive termination of this Agreement for a period of one (1) year from the effective date of termination.

25. **Conflicts of Interest.** The Parties confirm that they have not offered, given, or accepted, nor intend to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, service to the other in connection with this Agreement. Vendor affirms that, to the best of Vendor's knowledge, this Agreement has been arrived at independently, and is awarded without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other vendors in the award of this Agreement. Vendor agrees that it has disclosed any necessary affiliations with Region 8 Education Service Center and the TIPS Department, if any, through the Conflict of Interest attachment provided in the solicitation resulting in this Agreement.

26. **Volume of TIPS Sales.** Nothing in this Agreement or any TIPS communication may be construed as a guarantee that TIPS or TIPS Members will submit any TIPS orders to Vendor at any time.

27. **Compliance with the Law.** The Parties agree to comply fully with all applicable federal, state, and local statutes, ordinances, rules, and regulations applicable to their entity in connection with the programs contemplated under this Agreement.

28. **Severability.** If any term(s) or provision(s) of this Agreement are held by a court of competent jurisdiction to be invalid, void, or unenforceable, then such term(s) or provision(s) shall be deemed restated to reflect the original intention of the Parties as nearly as possible in accordance with applicable law and the remainder of this Agreement, and the remainder of the provisions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated, unless such holding causes the obligations of the Parties hereto to be impossible to perform or shall render the terms of this Agreement to be inconsistent with the intent of the Parties hereto.

29. **Force Majeure.** If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement through no fault of its own then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon. Upon delivering such notice, the obligation of the affected party, so far as it is affected by such Force Majeure as described, shall be suspended during the continuance of the inability then claimed but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch. In the event that Vendor's obligations are suspended by reason of Force Majeure, all TIPS Sales accepted prior to the Force Majeure event shall be the legal responsibility of Vendor and the terms of the TIPS Sale Supplemental Agreement shall control Vendor's failure to fulfill for a Force Majeure event.

30. **Immunity.** Vendor agrees that nothing in this Agreement shall be construed as a waiver of sovereign or government immunity; nor constitute or be construed as a waiver of any of the privileges, rights, defenses, remedies, or immunities available to Region 8 Education Service Center or its TIPS Department. The failure to enforce, or any delay in the enforcement of, any privileges, rights, defenses,

remedies, or immunities available to Region 8 Education Service Center or its TIPS Department under this Agreement or under applicable law shall not constitute a waiver of such privileges, rights, defenses, remedies, or immunities or be considered as a basis for estoppel.

31. **Insurance Requirements.** Vendor agrees to maintain the following minimum insurance requirements for the duration of this Agreement. All policies held by Vendor to adhere to this term shall be written by a carrier with a financial size category of VII and at least a rating of "A-" by A.M. Best Key Rating Guide. The coverages and limits are to be considered minimum requirements and in no way limit the liability of the Vendor(s). Any immunity available to TIPS or TIPS Members shall not be used as a defense by the contractor's insurance policy. Only deductibles applicable to property damage are acceptable, unless proof of retention funds to cover said deductibles is provided. "Claims made" policies will not be accepted. Vendor's required minimum coverage shall not be suspended, voided, cancelled, non-renewed or reduced in coverage or in limits unless replaced by a policy that provides the minimum required coverage except after thirty (30) days prior written notice by certified mail, return receipt requested has been given to TIPS or the TIPS Member if a project or pending delivery of an order is ongoing. Upon request, certified copies of all insurance policies shall be furnished to the TIPS or the TIPS Member. Vendor agrees that when Vendor or its subcontractors are liable for any damages or claims, Vendor's policy, shall be primary over any other valid and collectible insurance carried by the Member or TIPS.

General Liability:	$1,000,000 each Occurrence/Aggregate
Automobile Liability:	$300,000 Includes owned, hired & non-owned
Workers' Compensation:	Statutory limits for the jurisdiction in which the Vendor performs under this Agreement. If Vendor performs in multiple jurisdictions, Vendor shall maintain the statutory limits for the jurisdiction with the greatest dollar policy limit requirement.
Umbrella Liability:	$1,000,000 each Occurrence/Aggregate

32. **Waiver.** No waiver of any single breach or multiple breaches of any provision of this Agreement shall be construed to be a waiver of any breach of any other provision. No delay in acting regarding any breach of any provision shall be construed to be a waiver of such breach.

33. **Binding Agreement.** This Agreement shall be binding and inure to the benefit of the Parties hereto and their respective heirs, legal successors, and assigns.

34. **Headings.** The paragraph headings contained in this Agreement are included solely for convenience of reference and shall not in any way affect the meaning or interpretation of any of the provisions of this Agreement.

35. **Choice of Law and Venue.** This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Texas. Any proceeding, claim, action, or alternative dispute resolution arising out of or relating to this Agreement or involving TIPS shall be brought in a State Court of competent jurisdiction in Camp County, Texas, or if Federal Court is legally required, a Federal Court of competent jurisdiction in the Eastern District of Texas, and each of the Parties irrevocably submits to the exclusive jurisdiction of said court in any such proceeding, waives any objection it may now or hereafter have to venue or to convenience of forum, agrees that all claims in respect of the proceeding shall be heard and determined only in any such court, and agrees not to bring any proceeding arising out of or relating to this procurement process or any contract resulting from or and contemplated transaction in any other court. The Parties agree that either or both of them may file a copy of this paragraph with any court as written evidence of the knowing, voluntary and freely bargained for agreement between the Parties irrevocably to waive any objections to venue or to convenience of forum.

36. **Relationship of the Parties.** Nothing contained in this Agreement shall be construed to make one Party an agent of the other Party nor shall either party have any authority to bind the other in any respect, unless expressly authorized by the other party in writing. The Parties are independent contractors and nothing in this Agreement creates a relationship of employment, trust, agency or partnership between them.

37. **Assignment.** No assignment of this Agreement or of any duty or obligation of performance hereunder, shall be made in whole or in part by a Party hereto without the prior written consent of the other Party. Written consent of TIPS shall not be unreasonably withheld.

38. **Minimum Condition and Warranty Requirements for TIPS Sales.** All goods quoted or sold through a TIPS Sale shall be new unless clearly stated otherwise in writing. All new goods and services shall include the applicable manufacturers minimum standard warranty unless otherwise agreed to in the Supplemental Agreement.

39. **Minimum Customer Support Requirements for TIPS Sales.** Vendor shall provide timely and commercially reasonable support for TIPS Sales or as agreed to in the applicable Supplemental Agreement.

40. **Minimum Shipping Requirements for TIPS Sales.** Vendor shall ship, deliver, or provide ordered goods and services within a commercially reasonable time after acceptance of the order. If a delay in delivery is anticipated, Vendor shall notify the TIPS Member as to why delivery is delayed and provide an updated estimated time for completion. The TIPS Member may cancel the order if the delay is not commercially acceptable or not consistent with the Supplemental Agreement applicable to the order.

41. **Minimum Vendor License Requirements.** Vendor shall maintain, in current status, all federal, state, and local licenses, bonds and permits required for the operation of the business conducted by Vendor. Vendor shall remain fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of goods or services under the TIPS Agreement. TIPS and TIPS Members reserve the right to stop work and/or cancel a TIPS Sale or terminate this or any TIPS Sale Supplemental Agreement involving Vendor if Vendor's license(s) required to perform under this Agreement or under the specific TIPS Sale have expired, lapsed, are suspended or terminated subject to a 30-day cure period unless prohibited by applicable statue or regulation.

42. **Minimum Vendor Legal Requirements.** Vendor shall remain aware of and comply with this Agreement and all local, state, and federal laws governing the sale of products/services offered by Vendor under this contract. Such applicable laws, ordinances, and policies must be complied with even if not specified herein.

43. **Minimum Site Requirements for TIPS Sales (*when applicable to TIPS Sale*).**

Cleanup: When performing work on site at a TIPS Member's property, Vendor shall clean up and remove all debris and rubbish resulting from their work as required or directed by the TIPS Member or as agreed by the parties. Upon completion of work, the premises shall be left in good repair and an orderly, neat, clean and unobstructed condition.

Preparation: Vendor shall not begin a project for which a TIPS Member has not prepared the site, unless Vendor does the preparation work at no cost, or until TIPS Member includes the cost of site preparation in the TIPS Sale Site preparation includes, but is not limited to: moving furniture, installing wiring for networks or power, and similar pre-installation requirements.

Registered Sex Offender Restrictions: For work to be performed at schools, Vendor agrees that no employee of Vendor or a subcontractor who has been adjudicated to be a registered sex offender will perform work at any time when students are, or reasonably expected to be, present unless otherwise agreed by the TIPS Member. Vendor agrees that a violation of this condition shall be considered a material breach and may result in the cancellation of the TIPS Sale at the TIPS Member's discretion. Vendor must identify any additional costs associated with compliance of this term. If no costs are specified, compliance with this term will be provided at no additional charge.

Safety Measures: Vendor shall take all reasonable precautions for the safety of employees on the worksite, and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Vendor shall post warning signs against all hazards created by the operation and work in progress. Proper precautions shall be taken pursuant to state law and standard practices to protect workers, general public and existing structures from injury or damage.

Smoking: Persons working under Agreement shall adhere to the TIPS Member's or local smoking statutes, codes, ordinances, and policies.

44. **Payment for TIPS Sales.** TIPS Members may make payments for TIPS Sales directly to Vendor, Vendor's Authorized Reseller, or as otherwise agreed to in the applicable Supplemental Agreement after receipt of the invoice and in compliance with applicable payment statutes. Regardless of how payment is issued or received for a TIPS Sale, Vendor is responsible for all reporting and TIPS Administration Fee payment requirements as stated herein.

45. **Marketing.** Vendor agrees that any logos, images, photos, writing, audio, clip art, music, data, promotional documents, or any other information or intellectual property ("Vendor Property") approved or provided by Vendor for TIPS' use are either the exclusive property of Vendor, or Vendor has all necessary rights, license, and permissions to allow TIPS use of Vendor Property. Vendor permits TIPS to use their name and logo to identify Vendor as a TIPS Awarded Vendor on the TIPS website only. All other use of Vendor's Property by TIPS shall require prior written Vendor approval. Any Vendor use of TIPS' logos, images, photos, writing, audio, clip art, music, data, promotional documents, or any other information or intellectual property ("TIPS Property") or reference to TIPS in marketing outreach requires Vendor to obtain prior written authorization from marketing@tips-usa.com which will not be unreasonably withheld. Vendor must execute a TIPS Marketing Waiver before specific, written authorization will be granted. For any marketing

outreach taken by Vendor without proper TIPS' authorization and execution of the TIPS Marketing Waiver, **Vendor shall indemnify and hold harmless TIPS and its employees, officers, agents, representatives, contractors, assignees, designees, and TIPS Members from any and all claims, damages, and judgments involving:**

i. **Infringement of patent, copyright, trade secrets, trade or services marks, and any other intellectual or intangible property rights and/or claims arising from the Vendor's (including Vendor's officers', employees', agents', authorized resellers', subcontractors', or invitees') unauthorized use or distribution of Vendor Property.**
ii. **Violations of privacy and data laws; and**
iii. **Unauthorized use or distribution of TIPS Property.**

46. **Tax Exempt Status of TIPS Members.** Most TIPS Members are tax exempt entities and the laws and regulations applicable to the specific TIPS Member customer shall control.

47. **Automatic Renewal Limitation for TIPS Sales.** No TIPS Sale may incorporate an automatic renewal clause that exceeds month to month terms with which the TIPS Member must comply. All renewal terms incorporated into a TIPS Sale Supplemental Agreement shall only be valid and enforceable when Vendor received written confirmation of acceptance of the renewal term from the TIPS Member for the specific renewal term. The purpose of this clause is to avoid a TIPS Member inadvertently renewing an Agreement during a period in which the governing body of the TIPS Member has not properly appropriated and budgeted the funds to satisfy the Agreement renewal. Any TIPS Sale Supplemental Agreement containing an "Automatic Renewal" clause that conflicts with these terms is rendered void and unenforceable.

48. **Choice of Law Limitation for TIPS Sales.** Vendor agrees that if any "Choice of Law" provision is included in any TIPS Sale agreement/contract between Vendor and a TIPS Member, that clause must provide that the "Choice of Law" applicable to the TIPS Sale agreement/contract between Vendor and TIPS Member shall be the state where the TIPS Member operates unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing a "Choice of Law" clause that conflicts with these terms is rendered void and unenforceable.pr

49. **Venue Limitation for TIPS Sales.** Vendor agrees that if any "Venue" provision is included in any TIPS Sale Agreement/contract between Vendor and a TIPS Member, that clause must provide that the "Venue" for any litigation or alternative dispute resolution shall be in the state and county where the TIPS Member operates unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing a "Venue" clause that conflicts with these terms is rendered void and unenforceable.

50. **Indemnity Limitation for TIPS Sales.** Texas and other jurisdictions restrict the ability of governmental entities to indemnify others. Vendor agrees that if any "Indemnity" provision which requires the TIPS Member to indemnify Vendor is included in any TIPS sales agreement/contract between Vendor and a TIPS Member, that clause must either be stricken or qualified by including that such indemnity is only permitted, "to the extent permitted by the laws and constitution of [TIPS Member's State]" unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing an "Indemnity" clause that conflicts with these terms is rendered void and unenforceable.

51. **Arbitration Limitation for TIPS Sales.** Vendor agrees that if any "Arbitration" provision is included in any TIPS Sale agreement/contract between Vendor and a TIPS Member, that clause may not require that the arbitration is mandatory or binding. Vendor agrees that if any "Arbitration" provision is included in any TIPS Sale agreement/contract between Vendor and a TIPS Member, that clause provides for only voluntary and non-binding arbitration unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing a "Arbitration" clause that conflicts with these terms is rendered void and unenforceable.

In Witness Whereof, the parties hereto, each acting under due and proper authority, have signed this Agreement.

TIPS VENDOR AGREEMENT SIGNATURE FORM

TIPS 250601 Consulting and Other Related Services

Vendor Name: Plante & Moran, PLLC

Vendor Address: 3000 Town Center, Suite 100

City: Southfield State: MI Zip Code: 48075

Vendor Authorized Signatory Name: Michael J. Riffel

Vendor Authorized Signatory Title: Partner

Vendor Authorized Signatory Phone: (312)602-3539

Vendor Authorized Signatory Email: mike.riffel@plantemoran.com

Vendor Authorized Signature: Michael J. Riffel Digitally signed by Michael J. Riffel Date: 2025.09.02 16:34:23 -05'00' Date: 09/02/2025

(*The following is for TIPS completion only*)

TIPS Authorized Signatory Name: Dr. Fitts

TIPS Authorized Signatory Title: Executive Director

TIPS Authorized Signature: David Wayne Fitts Date: 09/26/2025

250601
Plante & Moran, PLLC
P&M Holding Group, LLP
Supplier Response

Event Information

Number: 250601
Title: Consulting and Other Related Services
Type: Request for Proposal
Issue Date: 6/5/2025
Deadline: 7/18/2025 03:00 PM (CT)
Notes: This is a solicitation issued by The Interlocal Purchasing System (TIPS), a department of Texas Region 8 Education Service Center. It is an Indefinite Delivery, Indefinite Quantity ("IDIQ") solicitation. It will result in contracts that provide, through adoption/"piggyback" an indefinite quantity of supplies/services, during a fixed period of time, to TIPS public entity and qualifying non-profit "TIPS Members" throughout the nation. Thus, there is no specific project or scope of work to review. Rather this solicitation is issued as a prospective award for utilization when any TIPS Member needs the goods or services offered during the life of the agreement.

IF YOU CURRENTLY HOLD TIPS CONTRACT 210602, 220601, 230601, OR 240601 CONSULTING ("210602, 220601, 230601, OR 240601") OR ANOTHER TIPS CONTRACT OTHER THAN 210602, 220601, 230601, OR 240601 THAT COVERS ALL OF YOUR CONSULTING OFFERINGS AND YOU ARE SATISFIED WITH IT, THERE IS NO NEED TO RESPOND TO THIS SOLICITATION UNLESS YOU PREFER TO HOLD BOTH CONTRACTS. IF YOU HOLD 210602, 220601, 230601, OR 240601, RESPOND HEREIN, AND ARE AWARDED, THIS NEW 250601 CONTRACT SHALL REPLACE YOUR EXISTING CONTRACT

IN THE SAME CATEGORY.

Contact Information

Address: Region 8 Education Service Center
4845 US Highway 271 North
Pittsburg, TX 75686
Phone: +1 (866) 839-8477
Email: bids@tips-usa.com

Plante & Moran, PLLC Information

Address: 3000 Town Center
Suite 100
Southfield, MI 48375
Phone: (248) 352-2500
Email: itcgovbids@plantemoran.com

By submitting your response, you certify that you are authorized to represent and bind your company.

Mike Riffel
Signature

mike.riffel@plantemoran.com
Email

Submitted at 7/17/2025 12:38:28 PM (CT)

Supplier Note

Plante Moran is pleased to submit to the Interlocal Purchasing System the attached proposal and documentation to provide Consulting and Other Related Services. We appreciate the opportunity to assist TIPS with this important project. If you have any questions, or if we can provide any additional information or clarifications, please don't hesitate to contact Mike Riffel at 312-602-3539 or via email at mike.riffel@plantemoran.com.

Requested Attachments

Pricing Form 1

250601 Pricing Form 1.xlsx

Pricing Form 1 must be downloaded from the "Attachments" section of the IonWave eBid System, reviewed, properly completed as instructed, and uploaded to this location.

Pricing Form 2

250601 Pricing Form 2.xlsx

Pricing Form 2 must be downloaded from the "Attachments" section of the IonWave eBid System, reviewed, properly completed as instructed, and uploaded to this location.

(3) Required Customer Reference Letters

Combined Letters of Recommendation TIPS.pdf

Vendor is required to upload three Customer Reference Letters from three separate customers as described herein. Vendor will be scored on the aggregate Reference Letters received from customers as described in the solicitation. Vendor must provide three current letters (issued within the 12-months preceding the date on which the solicitation was posted) from its customers verifying Vendor's customer service and reputation as described herein. (Ex. if the solicitation/bid posted on February 4, 2024, the letters must be dated on or after February 1, 2023). The letters must be issued from customers who have received goods or services from the Vendor or its current corporate officials, on entity/company letterhead, must specify its customer experience with Vendor, and must be signed by an authorized representative of the customer. TIPS Reference Forms from past bids will no longer be accepted.

Required Confidentiality Claim Form

250601 Required Confidentiality Claim Form.pdf

The Required Confidentiality Claim Form must be downloaded from the "Attachments" section of the IonWave eBid System, reviewed, properly completed, and uploaded to this location. This is the only way for Vendor to assert confidentiality of any information submitted.

Vendor Agreement

250601 Vendor Agreement.pdf

The Vendor Agreement must be downloaded from the "Attachments" section of the IonWave eBid System, reviewed, Vendor Name placed in the line provided at the top, and uploaded to this location. If Vendor has proposed deviations to the Vendor Agreement, Vendor may assert so in the Attribute Questions and those shall be addressed during evaluation.

Vendor Agreement Signature Form

250601 Vendor Agreement Signature Form.pdf

The Vendor Agreement Signature Form must be downloaded from the “Attachments” section of the IonWave eBid System, reviewed, properly completed, and uploaded to this location. If Vendor has proposed deviations to the Vendor Agreement, Vendor may leave the signature line of this page blank and assert so in the Attribute Questions and those shall be addressed during evaluation.

Current Form W-9

PLLC W9 1_20_25.pdf

Vendor must upload their current IRS Tax Form W-9. The legal name, EIN, and d/b/a's listed should match the information provided herein exactly. This form will be utilized by TIPS to properly identify your entity.

Alternate or Supplemental Pricing Documents

No response

Optional. If when completing Pricing Form 1 & Pricing Form 2 you direct TIPS to view additional, alternate, or supplemental pricing documentation, you may upload that documentation.

Certificates & Licenses (Supplemental Vendor Information Only)

No response

Optional. If Vendor would like to display any applicable certificates or licenses (including HUB certificates) for TIPS and TIPS Member Customer consideration, Vendor may upload those at this location. These supplemental documents shall not be considered part of the TIPS Contract. Rather, they are Vendor Supplemental Information for marketing and informational purposes only.

Vendor Logo (Supplemental Vendor Information Only)

Logo Wide tag 2COLOR.jpg

Optional. If Vendor desires that their logo be displayed on their public TIPS profile for TIPS and TIPS Member viewing, Vendor may upload that logo at this location. These supplemental documents shall not be considered part of the TIPS Contract. Rather, they are Vendor Supplemental Information for marketing and informational purposes only.

Vendor’s Warranties, Terms, and Conditions (Supplemental Vendor Information Only)

No response

Optional. If Vendor would like to display any standard warranties, terms, or conditions which are often applicable to their offerings for TIPS and TIPS Member Customer consideration, Vendor may upload those at this location. These supplemental documents shall not be considered part of the TIPS Contract. Rather, they are Vendor Supplemental Information for marketing and informational purposes only.

Supplemental Vendor Information (Supplemental Vendor Information Only)

#12 TIPS- 250601 Consulting and Other Reltated Services.pdf

Optional. If Vendor would like to display or include any brochures, promotional documents, marketing materials, or other Vendor Information for TIPS and TIPS Member Customer consideration, Vendor may upload those at this location. These supplemental documents shall not be considered part of the TIPS Contract. Rather, they are Vendor Supplemental Information for marketing and informational purposes only.

Disclosure of Lobbying Activities - Standard Form - LLL

No response

Do not upload this form unless Vendor has reportable lobbying activities. There are Attributes entitled, “2 CFR Part 200 or Federal Provision - Byrd Anti-Lobbying Amendment – Continued.” Properly respond to those Attributes and only upload this form if applicable/instructed. If upload is required based on your response to those Attributes, the Disclosure of Lobbying Activities – Standard Form - LLL must be downloaded from the “Attachments” section of the IonWave eBid System, reviewed, properly completed, and uploaded to this location.

Conflict of Interest Questionnaire - Form CIQ

No response

Do not upload this form unless you have a reportable conflict with TIPS. There is an Attribute entitled “Conflict of Interest Questionnaire Requirement” immediately followed by an Attribute entitled “Conflict of Interest Questionnaire Requirement – Form CIQ – Continued.” Properly respond to those Attributes and only upload this form if applicable/instructed. If upload is required based on your response to those Attributes, the Conflict of Interest Questionnaire – Form CIQ must be downloaded from the “Attachments” section of the IonWave eBid System, reviewed, properly completed, and uploaded at this location.

Bid Attributes

1 Disadvantaged/Minority/Women Business & Federal HUBZone

Some participating public entities are required to seek Disadvantaged/Minority/Women Business & Federal HUBZone ("D/M/WBE/Federal HUBZone") vendors. Does Vendor certify that their entity is a D/M/WBE/Federal HUBZone vendor?

If you respond "Yes," you must upload current certification proof in the appropriate "Response Attachments" location.

NO

2 Historically Underutilized Business (HUB)

Some participating public entities are required to seek Historically Underutilized Business (HUB) vendors as defined by the Texas Comptroller of Public Accounts Statewide HUB Program. Does Vendor certify that their entity is a HUB vendor?

If you respond "Yes," you must upload current certification proof in the appropriate "Response Attachments" location.

No

3 National Coverage

Can the Vendor provide its proposed goods and services to all 50 US States?

Yes - All 50 States

4 States Served

If Vendor answered "No" to the question entitled "National Coverage," please list all states where vendor can provide the goods and services proposed directly below. Your response may dictate which potential TIPS Member customers consider purchasing your offerings.

No response

5 **Description of Vendor Entity and Vendor's Goods & Services**

If awarded, this description of Vendor and Vendor's goods and services will appear on the TIPS website for customer/public viewing.

Plante Moran is a leader in providing services to K12 and higher education clients. We have provided IT assessments, technology design, business analytics, cybersecurity and ERP consulting services for educational clients for 30 years. We take pride in our reputation as a provider of quality professional services to over 150 education clients. Our extensive experience with education clients has enabled us to assemble a team of professionals capable of providing a broad array of services for education. In addition, Plante Moran has been providing financial system needs assessment, software selection, and implementation consulting services to governmental clients for the last 40 years, which we believe is the most years of continuous municipal software consulting experience of any firm providing similar services to the government sector. In both the education and municipal government sectors we are completely vendor independent, allowing our consultants to assist clients in selecting the most appropriate solution based solely on the client's current situation and future goals and objectives. Our services address virtually all aspects of information systems including: ERP Software Consulting • Assessment & requirements definition • Solution selection • Contract negotiations • Implementation management • Independent IV & V • Change management Technology/Process assessment • Business process evaluation & redesign • IT assessment • Strategic planning • Acquisition management • Sourcing • Cloud strategy Infrastructure & design • Network assessment • Design & acquisition • Implementation management • Video surveillance/door • access control • Enterprise wired/wireless • design & selection • Independent verification & validation Cybersecurity • HIPAA/HITECH compliance • Disaster planning • SAS70/SSAE16/SOC assessment • IT audit • IT risk assessment • PCI DSS assessment & Network security assessment Data analytics • Analytics assessment • Data strategy development • Data management platform assessment and selection • Data usage and visualization • Data integration and quality

6 **Primary Contact Name**

Please identify the individual who will be primarily responsible for all TIPS matters and inquiries for the duration of the contract.

Mike Riffel

7 **Primary Contact Title**

Primary Contact Title

Partner

8 **Primary Contact Email**

Please enter a valid email address that will definitely reach the Primary Contact.

Mike.Riffel@plantemoran.com

9 **Primary Contact Phone**

Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477).

Please provide the accurate and current phone number where the individual who will be primarily responsible for all TIPS matters and inquiries for the duration of the contract can be reached directly.

3126023539

10 **Primary Contact Fax**

Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477).

No response

11 **Primary Contact Mobile**

Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477).

No response

12 **Secondary Contact Name**

Please identify the individual who will be secondarily responsible for all TIPS matters and inquiries for the duration of the contract.

Marvin Sauer

13 **Secondary Contact Title**

Secondary Contact Title

Principal

14 **Secondary Contact Email**

Please enter a valid email address that will definitely reach the Secondary Contact.

Marvin.Sauer@plantemoran.com

15 **Secondary Contact Phone**

Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477).

Please provide the accurate and current phone number where the individual who will be secondarily responsible for all TIPS matters and inquiries for the duration of the contract can be reached directly.

2482233120

16 **Secondary Contact Fax**

Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477).

No response

17 **Secondary Contact Mobile**

Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477).

2484706594

18 **Administration Fee Contact Name**

Please identify the individual who will be responsible for all payment, accounting, and other matters related to Vendor's TIPS Administration Fee due to TIPS for the duration of the contract.

Gina Mancinelli

19 **Administration Fee Contact Email**

Please enter a valid email address that will definitely reach the Administration Fee Contact.

Gina.Mancinelli@PlanteMoran.com

20 **Administration Fee Contact Phone**

Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477).

2482233390

21 **Purchase Order and Sales Contact Name**

Please identify the individual who will be responsible for receiving and processing purchase orders and sales under the TIPS Contract.

Gina Mancinelli

22 **Purchase Order and Sales Contact Email**

Please enter a valid email address that will definitely reach the Purchase Order and Sales Contact.

Gina.Mancinelli@PlanteMoran.com

23 **Purchase Order and Sales Contact Phone**

Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477).

2482233390

24 **Company Website**

Company Website (Format - www.company.com)

plantemoran.com

25 **Entity D/B/A's and Assumed Names**

You must confirm that you are responding to this solicitation under your legal entity name. Go now to your Supplier Profile in this eBid System and confirm that your profile reflects your "Legal Name" as it is listed on your W9.

In this question, please identify all of your entity's assumed names and D/B/A's. Please note that you will be identified publicly by the Legal Name under which you respond to this solicitation unless you organize otherwise with TIPS after award.

No response

26 **Primary Address**

Primary Address

3000 Town Center, Suite 100

27 **Primary Address City**

Primary Address City

Southfield

28 **Primary Address State**

Primary Address State (2 Digit Abbreviation)

MI

29 **Primary Address Zip**

Primary Address Zip

48075

30 Search Words Identifying Vendor

Please list all search words and phrases to be included in the TIPS database related to your entity. ***Do not*** list words which are not associated with the bid category/scope (See bid title for general scope). This will help users find you through the TIPS website search function. You may include product names, manufacturers, specialized services, and other words associated with the scope of this solicitation.

ERP Selection & Implementation; Student Information System (SIS) Selection & Implementation; Organizational Change Management; Technology (IT) Assessments & Strategic Planning; Technology Design; IT Infrastructure Consulting; Data Analytics; Cybersecurity; Digitial Transformation; Operational Analysis and Process Redesign, Internal Controls/Internal Audit; Human Resources & Compensation Consulting; Real Estate Consulting

31 Certification of Vendor Residency (Required by the State of Texas)

Does Vendor's parent company or majority owner:

(A) have its principal place of business in Texas; ***or*** (B) employ at least 500 persons in Texas?

Texas Education Code Section 44.031 requires that this information be considered in evaluation for certain contracts. However, Vendor response does not affect points, scoring, or potential award.

No

32 Vendor's Principal Place of Business (City)

In what city is Vendor's principal place of business located?

Southfield

33 Vendor's Principal Place of Business (State)

In what state is Vendor's principal place of business located?

Michigan

34 Vendor's Years in Business

How many years has the business submitting this proposal been operating in its current capacity and field of work?

101

35 Certification Regarding Entire TIPS Agreement

Vendor agrees that, if awarded, Vendor's final TIPS Contract will consist of the provisions set forth in the finalized TIPS Vendor Agreement, Vendor's responses to these attribute questions, and: (1) The TIPS solicitation document resulting in this Agreement; (2) Any addenda or clarifications issued in relation to the TIPS solicitation; (3) All solicitation information provided to Vendor by TIPS through the TIPS eBid System; (3) Vendor's entire proposal response to the TIPS solicitation including all accepted required attachments, acknowledged notices and certifications, accepted negotiated terms, accepted pricing, accepted responses to questions, and accepted written clarifications of Vendor's proposal, and; any properly included attachments to the TIPS Contract.

Does Vendor agree?

Yes, Vendor agrees

36 **Minimum Percentage Discount Offered to TIPS Members on all Goods and Services (READ CAREFULLY)**

Please read thoroughly and carefully as an error on your response can render your contract award unusable.

TIPS Members often turn to TIPS Contracts for ease of use and to receive discounted pricing.

What is the minimum percentage discount that you can offer TIPS Members off of all goods and service pricing (whether offered through Pricing Form 1, Pricing Form 2, or in another accepted format) that you offer? Only limited goods/services specifically identified and excluded from this discount in Vendor's original proposal may be excluded from this discount.

Vendor must respond with a percentage from 0%-100%. The percentage discount that you input below will be applied to your "Catalog Pricing", as defined in the solicitation, for all TIPS Sales made during the life of the contract. You cannot alter this percentage discount once the solicitation legally closes. You will always be required to discount every TIPS Sale by the percentage included below with the exception of limited goods/services specifically identified and excluded from this discount in Vendor's original proposal. If you add goods or services to your "Catalog Pricing" during the life of the contract, you will be required to sell those new items with this discount applied.

Example: In this example, you enter a 10% minimum percentage discount below. In year-one of your TIPS Contract, your published "Catalog Pricing" (website/store/published pricing) for "Tablet A" is $100 and for "Tablet Set-Up Service" is $100. In this example, you must sell those items under the TIPS Contract at the proposed 10% discounted price of: "Tablet A" - $90, "Tablet Set-Up Service" - $90. In year two of your TIPS Contract, you update your "Catalog Pricing" with the market. You add "Tablet B" to your "Catalog Pricing" for $200 and have increased the price of "Tablet A" to $110 and the price of "Tablet Set-Up Service" to $110. In this example, after the "Catalog Pricing" update, you must still sell those items under the TIPS Contract at the proposed 10% discounted price of: "Tablet A" - $99, "Tablet Set-Up Service" - $99, and "Tablet B" - $180.00.

With the exception of limited goods/services specifically identified and excluded from this discount in Vendor's original proposal, if you cannot honor the discount on all goods and items now included or which may be added in the future with certainty, then you should offer a lesser discount percentage below.

What is the minimum percentage discount that you can offer TIPS Members off of all goods and service pricing (whether offered through Pricing Form 1, Pricing Form 2, or in another accepted format) that you offer?

5%

37 **Honoring Vendor's Minimum Percentage Discount**

Vendor is asked in these Attribute Questions to provide a Minimum Percentage Discount offered to TIPS Members on all goods and services sold under the TIPS Contract. Points will be assigned for your response and scoring of your proposal will be affected. A "YES" answer will be awarded the maximum 10 points and a "NO" answer will be awarded 0 points.

Does Vendor agree to honor the Minimum Percentage Discount off of their TIPS "Catalog Pricing" that Vendor proposed for all TIPS Sales made for the duration of the TIPS Contract?

Yes, Vendor agrees

38 **Volume and Additional Discounts**

In addition to the Minimum Percentage Discount proposed herein, does Vendor ever expect and intend to offer additional, greater, or volume discounts to TIPS Members?

Point(s) may be assigned for your response in the category of "Pricing" during scoring and evaluation.

Yes

39	**"Catalog Pricing" and Pricing Requirements** **<u>This is a requirement of the TIPS Contract and is non-negotiable.</u>** In this solicitation and resulting contract, "Catalog Pricing" shall be defined as: "The then available list of goods or services, in the most current listing regardless of date, that takes the form of a catalog, price list, price schedule, shelf-price or other viewable format that: A. is regularly maintained by the manufacturer or Vendor of an item; and B. is either published or otherwise available for review by TIPS or a customer during the purchase process; C. to which the Minimum Percentage Discount proposed by the proposing Vendor may be applied. If awarded on this TIPS Contract, for the duration of the contract, Vendor agrees to provide, upon request, their then current "Catalog Pricing." Or, in limited circumstances where Vendor has proposed the Percentage Mark-Up method of pricing in this proposal, proof of Vendor's "cost" may be accepted by TIPS in place of catalog pricing. YES
40	**EXCEPTIONS & DEVIATIONS TO TIPS STANDARD TERMS AND CONDITIONS** Vendor agrees that, if awarded, Vendor's final TIPS Contract will consist of the provisions set forth in the finalized TIPS Vendor Agreement, Vendor's responses to these attribute questions, and: (1) The TIPS solicitation document resulting in this Agreement; (2) Any addenda or clarifications issued in relation to the TIPS solicitation; (3) All solicitation information provided to Vendor by TIPS through the TIPS eBid System; (3) Vendor's entire proposal response to the TIPS solicitation including all accepted required attachments, acknowledged notices and certifications, accepted negotiated terms, accepted pricing, accepted responses to questions, and accepted written clarifications of Vendor's proposal, and; any properly included attachments to the TIPS Contract. In the event of conflict between the terms of the finalized Vendor Agreement and one of the incorporated documents the terms and conditions which are in the best interest of governmental/qualifying non-profit TIPS Members shall control at TIPS sole discretion. If Vendor responds, "No, Vendor does not agree" to this Attribute, after this solicitation legally closes and TIPS begins evaluating Vendor's file, TIPS will provide Vendor with a draft Word Document version of the Vendor Agreement and will be instructed to include all requested negotiations as redline edits for TIPS consideration. This is the only proper way to submit proposed deviations for TIPS consideration. TIPS reserves the right to accept, decline, or modify Vendor's requested negotiated terms. For this reason, answering "No, Vendor does not agree" may ultimately delay or prevent award. Does Vendor agree with TIPS standard terms and conditions as presented in the TIPS solicitation document (RFP, RCSP, RFQ, or other) and the TIPS Vendor Agreement document? No, Vendor does not agree

41	**TIPS Sales Reporting Requirements** **This is a requirement of the TIPS Contract and is non-negotiable.** By submitting this proposal, Vendor certifies that Vendor will properly report all TIPS sales. With the exception of TIPS Automated Vendors, who have signed an exclusive agreement with TIPS regarding reporting, all TIPS Sales must be reported to TIPS by either: (1) Emailing the purchase order or similar purchase document (with Vendor's Name, as known to TIPS, and the TIPS Contract Name and Number included) to TIPS at tipspo@tips-usa.com with "Confirmation Only" in the subject line of the email within three business days of Vendor's acceptance of the order, or; (2) Within 3 business days of the order being accepted by Vendor, Vendor must login to the TIPS Vendor Portal and successfully self-report all necessary sale information within the Vendor Portal and confirm that it shows up accurately on your current Vendor Portal statement. No other method of reporting is acceptable unless agreed to by the Parties in writing. Failure to report all sales pursuant to this provision may result in immediate cancellation of Vendor's TIPS Contract(s) for cause at TIPS' sole discretion.
42	**TIPS Administration Fee Requirement and Acknowledgment** **This is a requirement of the TIPS Contract and is non-negotiable.** The collection of fees by TIPS, a government entity, for performance of these procurement services is required pursuant to Texas Government Code Section 791.011 et. seq. The TIPS Administration Fee is the amount legally owed by Vendor to TIPS for TIPS Sales made by Vendor. The TIPS Administration Fee amount is typically a set percentage of each TIPS Sale legally due to TIPS, but the exact TIPS Administration Fee for this Contract is published in the corresponding RFP or RCSP document. TIPS Administration Fees are due to TIPS immediately upon Vendor's receipt of payment, including partial payment, for a TIPS Sale. By submitting a proposal, Vendor agrees that it has read, understands, and agrees to the published TIPS Administration Fee amount, calculation, and payment requirements. By submitting a proposal Vendor further confirms that all TIPS Pricing includes the TIPS Administration Fee and Vendor will not show adding the TIPS Administration Fee as a charge or line-item in any TIPS Sale.
43	**TIPS Member Access to Vendor Proposal & Documentation** **This is a requirement of the TIPS Contract and is non-negotiable.** Notwithstanding any other information provided in this solicitation or Vendor designation of certain documentation as confidential or proprietary, Vendor's submission of this proposal constitutes Vendor's express consent to the disclosure of Vendor's comprehensive proposal, including any information deemed confidential or proprietary, **to TIPS Members**. The proposing Vendor agrees that TIPS shall not be responsible or liable for any use or distribution of information or documentation to TIPS Members or by TIPS Members. By submitting this proposal, Vendor certifies the foregoing.

44	**Non-Collusive Bidding Certificate** **This is a requirement of the TIPS Contract and is non-negotiable.** By submission of this proposal, the Vendor certifies that: 1) This proposal has been independently arrived at without collusion with any other entity, bidder, or with any competitor; 2) This proposal has not been knowingly disclosed and will not be knowingly disclosed, prior to the opening of bids, or proposals for this project, to any other bidder, competitor or potential competitor: 3) No attempt has been or will be made to induce any other person, partnership or corporation to modify, submit, or not to submit a bid or proposal; and 4) The person signing this bid or proposal certifies that they are duly authorized to execute this proposal/contract on behalf of Vendor and they have fully informed themselves regarding the accuracy of the statements contained in this certification, and under the penalties being applicable to the bidder as well as to the person signing in its behalf;

45	**Antitrust Certification Statements (Tex. Government Code § 2155.005)** **This is a requirement of the TIPS Contract and is non-negotiable.** By submission of this bid or proposal, Vendor certifies under penalty of perjury of the laws of the State of Texas that: (1) I am duly authorized to execute this proposal/contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Vendor) identified herein; (2) In connection with this proposal, neither I nor any representative of Vendor has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15; (3) In connection with this proposal, neither I nor any representative of the Vendor has violated any federal antitrust law; (4) Neither I nor any representative of Vendor has directly or indirectly communicated any of the contents of this bid to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

46	**Limitation on Out-of-State Litigation - Texas Business and Commerce Code § 272** **This is a requirement of the TIPS Contract and is non-negotiable.** Texas Business and Commerce Code § 272 prohibits a construction contract, or an agreement collateral to or affecting the construction contract, from containing a provision making the contract or agreement, or any conflict arising under the contract or agreement, subject to another state's law, litigation in the courts of another state, or arbitration in another state. If included in Texas construction contracts, such provisions are voidable by a party obligated by the contract or agreement to perform the work. By submission of this proposal, Vendor acknowledges this law and ***if Vendor enters into a construction contract with a Texas TIPS Member*** under this procurement, Vendor certifies compliance.

47	**Required Confidentiality Claim Form** **This is a requirement of the TIPS Contract and is non-negotiable.** TIPS provides the required TIPS Confidentiality Claim Form in the "Attachments" section of this solicitation. Vendor must execute this form by either signing and waiving any confidentiality claim, or designating portions of Vendor's proposal confidential. If Vendor considers any portion of Vendor's proposal to be confidential and not subject to public disclosure pursuant to Chapter 552 Texas Gov't Code or other law(s) and orders, Vendor must have identified the claimed confidential materials through proper execution of the Confidentiality Claim Form. If TIPS receives a public information act or similar request, any responsive documentation not deemed confidential by you in this manner will be automatically released. For Vendor documents deemed confidential by you in this manner, TIPS will follow procedures of controlling statute(s) regarding any claim of confidentiality and shall not be liable for any release of information required by law, including Attorney General determination and opinion. Notwithstanding any other Vendor designation of Vendor's proposal as confidential or proprietary, Vendor's submission of this proposal constitutes Vendor's agreement that proper execution of the required TIPS Confidentiality Claim Form is the only way to assert any portion of Vendor's proposal as confidential.
48	**Non-Discrimination Statement and Certification** **This is a requirement of the TIPS Contract and is non-negotiable.** In accordance with Federal civil rights law, all U.S. Departments, including but not limited to the USDA, USDE, FEMA, are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by federal funds (not all bases apply to all programs). Vendor certifies that Vendor will comply with applicable Non-Discrimination and Equal Opportunity provisions set forth in TIPS Member Customers' policies and other regulations at the local, state, and federal levels of governments. ☑ Yes, I certify
49	**Limitation of Vendor Indemnification and Similar Clauses** **This is a requirement of the TIPS Contract and is non-negotiable.** TIPS, a department of Region 8 Education Service Center, a political subdivision, and local government entity of the State of Texas, is prohibited from indemnifying third-parties (pursuant to the Article 3, Section 52 of the Texas Constitution) except as otherwise specifically provided for by law or as ordered by a court of competent jurisdiction. Article 3, Section 52 of the Texas Constitution states that "no debt shall be created by or on behalf of the State … " and the Texas Attorney General has opined that a contractually imposed obligation of indemnity creates a "debt" in the constitutional sense. Tex. Att'y Gen. Op. No. MW-475 (1982). Thus, contract clauses which require TIPS to indemnify Vendor, pay liquidated damages, pay attorney's fees, waive Vendor's liability, or waive any applicable statute of limitations must be deleted or qualified with ''to the extent permitted by the Constitution and Laws of the State of Texas." Does Vendor agree? ☑ Yes, I Agree

50 **Alternative Dispute Resolution Limitations**

This is a requirement of the TIPS Contract and is non-negotiable.

TIPS, a department of Region 8 Education Service Center, a political subdivision, and local government entity of the State of Texas, does not agree to binding arbitration as a remedy to dispute and no such provision shall be permitted in this Agreement with TIPS. Vendor agrees that any claim arising out of or related to this Agreement, except those specifically and expressly waived or negotiated within this Agreement, may be subject to non-binding mediation at the request of either party to be conducted by a mutually agreed upon mediator as prerequisite to the filing of any lawsuit arising out of or related to this Agreement. Mediation shall be held in either Camp or Titus County, Texas. Agreements reached in mediation will be subject to the approval by the Region 8 ESC's Board of Directors, authorized signature of the Parties if approved by the Board of Directors, and, once approved by the Board of Directors and properly signed, shall thereafter be enforceable as provided by the laws of the State of Texas.

Does Vendor agree?

Yes, Vendor agrees

51 **No Waiver of TIPS Immunity**

This is a requirement of the TIPS Contract and is non-negotiable.

Vendor agrees that nothing in this Agreement shall be construed as a waiver of sovereign or government immunity; nor constitute or be construed as a waiver of any of the privileges, rights, defenses, remedies, or immunities available to Region 8 Education Service Center or its TIPS Department. The failure to enforce, or any delay in the enforcement, of any privileges, rights, defenses, remedies, or immunities available to Region 8 Education Service Center or its TIPS Department under this Agreement or under applicable law shall not constitute a waiver of such privileges, rights, defenses, remedies, or immunities or be considered as a basis for estoppel.

Does Vendor agree?

☑ Yes, Vendor agrees

52 **Payment Terms and Funding Out Clause**

This is a requirement of the TIPS Contract and is non-negotiable.

Vendor agrees that TIPS and TIPS Members shall not be liable for interest or late-payment fees on past-due balances at a rate higher than permitted by the laws or regulations of the jurisdiction of the TIPS Member.

Funding-Out Clause: Vendor agrees to abide by the applicable laws and regulations, including but not limited to Texas Local Government Code § 271.903, or any other statutory or regulatory limitation of the jurisdiction of any TIPS Member, which requires that contracts approved by TIPS or a TIPS Member are subject to the budgeting and appropriation of currently available funds by the entity or its governing body.

Does Vendor agree?

☑ Yes, Vendor agrees

53 **Certification Regarding Prohibition of Certain Terrorist Organizations (Tex. Gov. Code 2270)**

Vendor certifies that Vendor is not a company identified on the Texas Comptroller's list of companies known to have contracts with, or provide supplies or services to, a foreign organization designated as a Foreign Terrorist Organization by the U.S. Secretary of State.

Does Vendor certify?

Yes, Vendor certifies

54 **Certification Regarding Prohibition of Boycotting Israel (Tex. Gov. Code 2271)**

If (a) Vendor is not a sole proprietorship; (b) Vendor has ten (10) or more full-time employees; and (c) this Agreement or any agreement with a TIPS Member under this procurement has value of $100,000 or more, the following certification shall apply; otherwise, this certification is not required. Vendor certifies, where applicable, that neither the Vendor, nor any affiliate, subsidiary, or parent company of Vendor, if any, boycotts Israel, and Vendor agrees that Vendor and Vendor Companies will not boycott Israel during the term of this Agreement. For purposes of this Agreement, the term "boycott" shall mean and include refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory but does not include an action made for ordinary business purposes.

When applicable, does Vendor certify?

Yes, Vendor certifies

55 **Certification Regarding Prohibition of Contracts with Certain Foreign-Owned Companies (Tex. Gov. Code 2274)**

Certain public entities are prohibited from entering into a contract or other agreement relating to critical infrastructure that would grant Vendor direct or remote access to or control of critical infrastructure in this state, excluding access specifically allowed by a customer for product warranty and support purposes.

Vendor certifies that neither it nor its parent company nor any affiliate of Vendor or its parent company, is (1) owned by or the majority of stock or other ownership interest of the company is held or controlled by individuals who are citizens of China, Iran, North Korea, Russia, or a designated country; (2) a company or other entity, including governmental entity, that is owned or controlled by citizens of or is directly controlled by the government of China, Iran, North Korea, Russia, or a designated country; or (3) headquartered in China, Iran, North Korea, Russia, or a designated country.

For purposes of this certification, "critical infrastructure" means "a communication infrastructure system, cybersecurity system, electric grid, hazardous waste treatment system, or water treatment facility." Vendor certifies that Vendor will not grant direct or remote access to or control of critical infrastructure, except for product warranty and support purposes, to prohibited individuals, companies, or entities, including governmental entities, owned, controlled, or headquartered in China, Iran, North Korea, Russia, or a designated country, as determined by the Governor.

When applicable, does Vendor certify?

Yes, Vendor certifies

56 Certification Regarding Prohibition of Discrimination Against Firearm and Ammunition Industries (Tex. Gov. Code 2274)

If (a) Vendor is not a sole proprietorship; (b) Vendor has at least ten (10) full-time employees; and (c) this Agreement or any Supplemental Agreement with certain public entities have a value of at least $100,000 that is paid wholly or partly from public funds; (d) the Agreement is not excepted under Tex. Gov. Code 2274 and (e) the purchasing public entity has determined that Vendor is not a sole-source provider or the purchasing public entity has not received any bids from a company that is able to provide this written verification, the following certification shall apply; otherwise, this certification is not required.

Vendor certifies that Vendor, or association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary parent company, or affiliate of these entities or associations, that exists to make a profit, does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of this contract against a firearm entity or firearm trade association.

For purposes of this Agreement, "discriminate against a firearm entity or firearm trade association" shall mean, with respect to the entity or association, to: "(1) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; (2) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or (3) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association."

"Discrimination against a firearm entity or firearm trade association" does not include: "(1) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and (2) a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency, or for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association."

When applicable, does Vendor certify?

Yes, Vendor certifies

57 Certification Regarding Termination of Contract for Non-Compliance (Tex. Gov. Code 552.374)

If Vendor is not a governmental body and (a) this Agreement or any Supplemental Agreement with a public entity has a stated expenditure of at least $1 million in public funds for the purchase of goods or services by certain public entities; or (b) this Agreement or any Supplemental Agreement results in the expenditure of at least $1 million in public funds for the purchase of goods or services by certain public entities in their fiscal year, the following certification shall apply; otherwise, this certification is not required.

As required by Tex. Gov. Code 552.374, the following statement is included in the RFP and the Agreement (unless the Agreement is (1) related to the purchase or underwriting of a public security; (2) is or may be used as collateral on a loan; or (3) proceeds from which are used to pay debt service of a public security of loan): "The requirements of Subchapter J, Chapter 552, Government Code, may apply to this solicitation and Agreement and the Vendor agrees that this Agreement and any applicable Supplemental Agreement can be terminated if Vendor knowingly or intentionally fails to comply with a requirement of that subchapter."

Pursuant to Chapter 552 of the Texas Government Code, Vendor certifies that Vendor shall: (1) preserve all contracting information related to this Agreement as provided by the records retention requirements applicable to TIPS or the purchasing TIPS Member for the duration of the Agreement; (2) promptly provide to TIPS or the purchasing TIPS Member any contracting information related to the Agreement that is in the custody or possession of Vendor on request of TIPS or the purchasing TIPS Member; and (3) on completion of the Agreement, either (a) provide at no cost to TIPS or the purchasing TIPS Member all contracting information related to the Agreement that is in the custody or possession of Vendor, or (b) preserve the contracting information related to the Agreement as provided by the records retention requirements applicable to TIPS or the purchasing TIPS Member.

When applicable, does Vendor certify?

Yes, Vendor certifies

58 **Certification Regarding Prohibition of Boycotting Certain Energy Companies (Tex. Gov. Code 2274)**

If (a) Vendor is not a sole proprietorship; (b) Vendor has ten (10) or more full-time employees; and (c) this Agreement or any Supplemental Agreement with certain public entities has a value of $100,000 or more that is to be paid wholly or partly from public funds, the following certification shall apply; otherwise, this certification is not required.

Vendor certifies that Vendor, or any wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of these entities or business associations, if any, do not boycott energy companies and will not boycott energy companies during the term of the Agreement or any applicable Supplemental Agreement.

For purposes of this certification the term “company” shall mean an organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, that exists to make a profit.

The term “boycott energy company” shall mean “without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company (a) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law, or (b) does business with a company described by paragraph (a).” (See Tex. Gov. Code 809.001).

When applicable, does Vendor certify?

Yes, Vendor certifies

59 **Felony Conviction Notice - Texas Education Code 44.034**

Texas Education Code, Section 44.034, Notification of Criminal History, Subsection (a), states, "a person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony.”

Subsection (b) states, "a school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract.”

Subsection (c) states, "This section does not apply to a publicly held corporation.

Vendor certifies one of the following:

A. My firm is a publicly held corporation; therefore, this reporting requirement is not applicable, or;

B. My firm is not owned nor operated by anyone who has been convicted of a felony, or;

C. My firm is owned or operated by the following individual(s) who has/have been convicted of a felony.

If Vendor responds with Option (C), Vendor is required to provide information in the next attribute.

B. My firm is not owned nor operated by felon.

60 **Felony Conviction Notice - Texas Education Code 44.034 - Continued**

If Vendor selected Option (C) in the previous attribute, Vendor must provide the following information herein:

1. Name of Felon(s)

2. The Felon(s) title/role in Vendor's entity, and

3. Details of Felon(s) Conviction(s).

No response

61 **Conflict of Interest Questionnaire Requirement**

Vendor agrees that it has looked up, read, and understood the current version of Texas Local Government Code Chapter 176 which generally requires disclosures of conflicts of interests by Vendor hereunder if Vendor:

(1) has an employment or other business relationship with a local government officer of our local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of our local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of our local governmental entity.

(4) Any other financial, commercial, or familial relationship with our local government that may warrant reporting under this statute.

Does Vendor certify that it has NO reportable conflict of interest?

Yes, Vendor certifies - VENDOR HAS NO CONFLICT

62 **Conflict of Interest Questionnaire Requirement - Form CIQ - Continued**

If you responded "No, Vendor does not certify - VENDOR HAS CONFLICT" to the Conflict of Interest Questionnaire question above, you are required by law to fully execute and upload the form attachment entitled "Conflict of Interest Questionnaire - Form CIQ." If you accurately claimed no conflict above, you may disregard the form attachment entitled "Conflict of Interest Questionnaire - Form CIQ."

Have you uploaded this form if applicable?

Yes

63 **Upload of Current W-9 Required**

Vendors are required by TIPS to upload a current, accurate W-9 Internal Revenue Service (IRS) Tax Form for your entity. This form will be utilized by TIPS to properly identify your entity.

You must confirm that you are responding to this solicitation under your legal entity name. Go now to your Supplier Profile in this eBid System and confirm that your profile reflects your "Legal Name" as it is listed on your W9.

64 **Regulatory Good Standing Certification**

Does Vendor certify that its entity is in good standing will all government entities and agencies, whether local, state, or federal, that regulate any aspect of Vendor's field of work or business operations?

If Vendor selects "No", Vendor must provide explanation on the following attribute question.

Yes, Vendor certifies

65 **Regulatory Good Standing Certification - Explanation - Continued**

If Vendor responded to the prior attribute that "No", Vendor is not in good standing, Vendor must provide an explanation of that lack of good standing here for TIPS consideration.

No response

66 **Instructions Only - Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion**

Instructions for Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

1. By answering yes to the next Attribute question below, the vendor and prospective lower tier participant is providing the certification set out herein in accordance with these instructions.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and / or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms “covered transaction,” “debarred,” “suspended,” “ineligible,” “lower tier covered transaction,” “participants,” “person,” “primary covered transaction,” “principal,” “proposal” and “voluntarily excluded,” as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction” without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and / or debarment.

67

Suspension or Debarment Certification

Read the instructions in the attribute above and then answer the following accurately.

Vendor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

Does Vendor certify?

Yes, Vendor certifies

68

Vendor Certification of Criminal History - Texas Education Code Chapter 22

Texas Education Code Chapter 22 requires entities that contract with school districts to provide services to obtain criminal history record information regarding covered employees. Contractors must certify to the district that they have complied. Covered employees with disqualifying criminal histories are prohibited from serving at a school district pursuant to this law.

DEFINITIONS

Covered employees: Employees of a contractor or subcontractor who have or will have continuing duties related to the service to be performed at the District and have or will have direct contact with students. The District will be the final arbiter of what constitutes direct contact with students.

Disqualifying criminal history: Any conviction or other criminal history information designated by the District, or one of the following offenses, if at the time of the offense, the victim was under 18 or enrolled in a public school: (a) a felony offense under Title 5, Texas Penal Code; (b) an offense for which a defendant is required to register as a sex offender under Chapter 62, Texas Code of Criminal Procedure; or (c) an equivalent offense under federal law or the laws of another state.

Vendor certifies:

NONE (Section A): None of the employees of Vendor and any subcontractors are covered employees, as defined above. If this box is checked, I further certify that Contractor has taken precautions or imposed conditions to ensure that the employees of Vendor and any subcontractor will not become covered employees. Contractor will maintain these precautions or conditions throughout the time the contracted services are provided under this procurement.

OR

SOME (Section B): Some or all of the employees of Vendor and any subcontractor are covered employees. If this box is checked, I further certify that: (1) Vendor has obtained all required criminal history record information regarding its covered employees. None of the covered employees has a disqualifying criminal history; (2) If Vendor receives information that a covered employee subsequently has a reported criminal history, Vendor will immediately remove the covered employee from contract duties and notify the purchasing entity in writing within 3 business days; (3) Upon request, Vendor will provide the purchasing entity with the name and any other requested information of covered employees so that the purchasing entity may obtain criminal history record information on the covered employees; (4) If the purchasing entity objects to the assignment of a covered employee on the basis of the covered employee's criminal history record information, Vendor agrees to discontinue using that covered employee to provide services at the purchasing entity.

Which option does Vendor certify?

Yes, I certify - NONE (Section A)

69	**Certification Regarding "Choice of Law" Terms with TIPS Members** Vendor agrees that if any "Choice of Law" provision is included in any sales agreement/contract between Vendor and a TIPS Member, that clause must provide that the "Choice of Law" applicable to the sales agreement/contract between Vendor and TIPS Member shall be the state where the TIPS Member operates unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing a "Choice of Law" clause that conflicts with these terms is rendered void and unenforceable. If Vendor disagrees, after this solicitation legally closes and TIPS begins evaluating Vendor's file, TIPS will provide Vendor with a draft Word Document version of the Vendor Agreement and will be instructed to include all requested negotiations as redline edits for TIPS consideration. Does Vendor agree? Yes, Vendor agrees
70	**Certification Regarding "Venue" Terms with TIPS Members** Vendor agrees that if any "Venue" provision is included in any sales agreement/contract between Vendor and a TIPS Member, that clause must provide that the "Venue" for any litigation or alternative dispute resolution is shall be in the state and county where the TIPS Member operates unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing a "Venue" clause that conflicts with these terms is rendered void and unenforceable. If Vendor disagrees, after this solicitation legally closes and TIPS begins evaluating Vendor's file, TIPS will provide Vendor with a draft Word Document version of the Vendor Agreement and will be instructed to include all requested negotiations as redline edits for TIPS consideration. Does Vendor agree? Yes, Vendor agrees
71	**Certification Regarding "Automatic Renewal" Terms with TIPS Members** Vendor agrees that no TIPS Sale may incorporate an "Automatic Renewal" clause that exceeds month to month terms with which the TIPS Member must comply. All renewal terms incorporated into a TIPS Sale Supplemental Agreement shall only be valid and enforceable when Vendor received written confirmation of acceptance of the renewal term from the TIPS Member for the specific renewal term. The purpose of this clause is to avoid a TIPS Member inadvertently renewing a Supplemental Agreement during a period in which the governing body of the TIPS Member has not properly appropriated and budgeted the funds to satisfy the Agreement renewal. Any TIPS Sale Supplemental Agreement containing an "Automatic Renewal" clause that conflicts with these terms is rendered void and unenforceable. If Vendor disagrees, after this solicitation legally closes and TIPS begins evaluating Vendor's file, TIPS will provide Vendor with a draft Word Document version of the Vendor Agreement and will be instructed to include all requested negotiations as redline edits for TIPS consideration. Does Vendor agree? Yes, Vendor agrees

72

Certification Regarding "Indemnity" Terms with TIPS Members

Texas and other jurisdictions restrict the ability of governmental entities to indemnify others. Vendor agrees that if any "Indemnity" provision which requires the TIPS Member to indemnify Vendor is included in any sales agreement/contract between Vendor and a TIPS Member, that clause must either be stricken or qualified by including that such indemnity is only permitted, "to the extent permitted by the laws and constitution of [TIPS Member's State]" unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing an "Indemnity" clause that conflicts with these terms is rendered void and unenforceable.

If Vendor disagrees, after this solicitation legally closes and TIPS begins evaluating Vendor's file, TIPS will provide Vendor with a draft Word Document version of the Vendor Agreement and will be instructed to include all requested negotiations as redline edits for TIPS consideration.

Does Vendor agree?

Yes, Vendor agrees

73

Certification Regarding "Arbitration" Terms with TIPS Members

Vendor agrees that if any "Arbitration" provision is included in any TIPS Sale agreement/contract between Vendor and a TIPS Member, that clause may ***not*** require that the arbitration is mandatory or binding. Vendor agrees that if any "Arbitration" provision is included in any TIPS Sale agreement/contract between Vendor and a TIPS Member, that clause provides for only voluntary and non-binding arbitration unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing a “Arbitration” clause that conflicts with these terms is rendered void and unenforceable.
If Vendor disagrees, after this solicitation legally closes and TIPS begins evaluating Vendor's file, TIPS will provide Vendor with a draft Word Document version of the Vendor Agreement and will be instructed to include all requested negotiations as redline edits for TIPS consideration.

Does Vendor agree?

Yes, Vendor agrees

74

2 CFR PART 200 AND FEDERAL CONTRACT PROVISIONS EXPLANATION

TIPS and TIPS Members will sometimes seek to make purchases with federal funds. In accordance with 2 C.F.R. Part 200 of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (sometimes referred to as “EDGAR”),Vendor's response to the following questions labeled "2 CFR Part 200 or Federal Provision" will indicate Vendor's willingness and ability to comply with certain requirements which may be applicable to TIPS purchases paid for with federal funds, if accepted by Vendor.

Your responses to the following questions labeled "2 CFR Part 200 or Federal Provision" will dictate whether TIPS can list this awarded contract as viable to be considered for a federal fund purchase. **Failure to certify all requirements labeled "2 CFR Part 200 or Federal Provision" will mean that your contract is listed as not viable for the receipt of federal funds. However, it will not prevent award.**

If you do enter into a TIPS Sale when you are accepting federal funds, the contract between you and the TIPS Member will likely require these same certifications. Specifically, if Vendor utilizes the Cost-Plus Markup method anywhere in its proposal, Vendor cannot and will not be listed as federally compliant for TIPS purposes unless Vendor also certifies "Yes" in response to the Attribute entitled, "2 CFR Part 200 - Prohibition of Cost- Plus."

75

2 CFR Part 200 or Federal Provision - Prohibition of Cost Plus

Contracts paid with federal funds which exceed the simplified acquisition threshold currently set at $250,000 (2 CFR 200.320), which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, may not utilize a cost plus percentage of cost and percentage of cost method of contract pricing. Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members for a TIPS Sale resulting from this procurement process which exceeds the simplified acquisition threshold, Vendor shall not utilize a cost plus a percentage of cost and percentage of cost method of contract pricing for that expenditure. If Vendor fails to certify and proposes a Cost Plus Markup Method of pricing anywhere in their proposal, Vendor will **not** be listed as federally/EDGAR compliant for TIPS purposes.
Does Vendor certify?

Yes, Vendor agrees.

76

2 CFR Part 200 or Federal Provision - Vendor Willingness to Accept Federal Funds

This certification is not required by federal law. However, TIPS Members are public entities and qualifying non-profits which often receive federal funding and grants (ESSER, CARES Act, EDGAR, etc.) ***Accepting such funds often requires additional required certifications and responsibilities for Vendor.*** The following attribute questions include these required certifications. Your response to this questions, the following certifications, and other factors will determine whether your contract award will be deemed as eligible for federal fund expenditures by TIPS Members.

If awarded, is Vendor willing to accept payment for goods and services offered under this contract paid for by a TIPS Member with federal funds?

Yes

77

2 CFR Part 200 or Federal Provision - Contracts

Contracts for more than the simplified acquisition threshold currently set at $250,000 (2 CFR § 200.320), which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Notice: Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members reserve all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

Does vendor agree?

Yes, Vendor agrees

78

2 CFR Part 200 or Federal Provision - Termination

Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of $10,000)

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members reserve the right to terminate any agreement in excess of $10,000 resulting from this procurement process for cause after giving the vendor an appropriate opportunity and up to 30 days, to cure the causal breach of terms and conditions. ESC Region 8 and TIPS Members reserve the right to terminate any agreement in excess of $10,000 resulting from this procurement process for convenience with 30 days notice in writing to the awarded vendor. The Vendor would be compensated for work performed and goods procured as of the termination date if for convenience of the ESC Region 8 and TIPS Members. Any award under this procurement process is not exclusive and the ESC Region 8 and TIPS reserves the right to purchase goods and services from other vendors when it is in the best interest of the ESC Region 8 and TIPS.

Does vendor agree?

Yes, Vendor agrees

79	**2 CFR Part 200 or Federal Provision - Clean Air Act** Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Pursuant to the Clean Air Act, et al above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members require that the proposer certify that during the term of an award by the ESC Region 8 and TIPS Members resulting from this procurement process the vendor agrees to comply with all of the above regulations, including all of the terms listed and referenced therein. Does vendor agree? Yes, Vendor agrees
80	**2 CFR Part 200 or Federal Provision - Byrd Anti-Lobbying Amendment** Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members require the proposer certify that during the term and during the life of any contract with ESC Region 8 and TIPS Members resulting from this procurement process the vendor certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). Does Vendor agree? Yes, Vendor agrees

81	**2 CFR Part 200 or Federal Provision - Byrd Anti-Lobbying Amendment - Continued** Applicable to Grants, Subgrants, Cooperative Agreements, and Contracts Exceeding $100,000 in Federal Funds Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure. **The undersigned certifies, to the best of his or her knowledge and belief, that:** (1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement. (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, “disclosure Form to Report Lobbying,” in accordance with its instructions. (3) The undersigned shall require that the language of this certification be included in the award documents for all covered subawards exceeding $100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly. Does Vendor certify that it has NOT lobbied as described herein? Yes, Vendor certifies - NO Reportable Lobbying

82	**2 CFR Part 200 or Federal Provision - Byrd Anti-Lobbying Amendment - Continued** If you answered "No, Vendor does not certify - Lobbying to Report" to the above attribute question, you must download, read, execute, and upload the attachment entitled "Disclosure of Lobbying Activities - Standard Form - LLL", as instructed, to report the lobbying activities you performed or paid others to perform.

83	**2 CFR Part 200 or Federal Provision - Federal Rule** Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Contracts, subcontracts, and subgrants of amounts in excess of $100,000) Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members requires the proposer certify that in performance of the contracts, subcontracts, and subgrants of amounts in excess of $250,000, the vendor will be in compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). Does vendor certify compliance? Yes, Vendor certifies

84	**2 CFR Part 200 or Federal Provision - Procurement of Recovered Materials** A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include: (1) procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; (2) procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. Does vendor certify that it is in compliance with these provisions? Yes, Vendor certifies
85	**2 CFR Part 200 or Federal Provision - Rights to Inventions** If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. Pursuant to the above, when the foregoing applies to ESC Region 8 and TIPS Members, Vendor certifies that during the term of an award resulting from this procurement process, Vendor agrees to comply with all applicable requirements as referenced in the Federal rule above. Does vendor certify? Yes, Vendor certifies

86 **2 CFR Part 200 or Federal Provision - Domestic Preferences for Procurements and Compliance with Buy America Provisions**

As appropriate and to the extent consistent with law, TIPS Member Customers, to the greatest extent practicable under a Federal award, may provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). Vendor agrees that the requirements of this section will be included in all subawards including all contracts and purchase orders for work or products under this award, to the greatest extent practicable under a Federal award. For purposes of 2 CFR Part 200.322, “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stag through the application of coatings, occurred in the United States. Moreover, for purposes of 2 CFR Part 200.322, “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum, plastics and polymer-based products such as polyvinyl chloride pipe, aggregates such as concrete, glass, including optical fiber, and lumber.

Vendor certifies that it is in compliance with all applicable provisions of the Buy America Act. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition. For purposes of 2 CFR Part 200.322,

“Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

“Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, Vendor certifies that to the greatest extent practicable Vendor will provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).

Does Vendor Certify?

Yes, Vendor certifies

87 **2 CFR Part 200 or Federal Provision - Ban on Foreign Telecommunications**

ESC 8 and TIPS Members are prohibited from obligating or expending Federal financial assistance, to include loan or grant funds, to: (1) procure or obtain, (2) extend or renew a contract to procure or obtain, or (3) enter into a contract (or extend or renew a contract) to procure or obtain, equipment, services, or systems that use “covered telecommunications” equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. “Covered telecommunications” equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities), and physical security surveillance of critical infrastructure and other national security purposes, and video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities) for the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes detailed in 2 CFR § 200.216.

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, Vendor certifies that Vendor will not purchase equipment, services, or systems that use “covered telecommunications”, as defined by 2 CFR §200.216 equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

Does vendor certify?

Yes, Vendor certifies

88

2 CFR Part 200 or Federal Provision - Contract Cost & Price

For contracts more than the simplified acquisition threshold currently set at $250,000, a TIPS Member may, in very rare circumstances, be required to negotiate profit as a separate element of the price pursuant to 2 C.F.R. 200.324(b). Under those circumstances, Vendor agrees to provide information and negotiate with the TIPS Member regarding profit as a separate element of the price. However, Vendor certifies that the total price charged by the Vendor shall not exceed the Vendor's TIPS pricing and pricing terms proposed.

Does Vendor certify?

Yes, Vendor certifies

89

2 CFR Part 200 or Federal Provision - Equal Employment Opportunity

Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members on any federally assisted construction contract, the equal

opportunity clause is incorporated by reference here.

Does Vendor Certify?

Yes, Vendor certifies

90

2 CFR Part 200 or Federal Provision - Davis Bacon Act Compliance

Texas Statute requires compliance with Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146- 3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non- Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

Pursuant to state and federal requirements, Vendor certifies that it will be in compliance with all applicable Davis-Bacon Act provisions if/when applicable.

Does Vendor certify?

Yes, Vendor certifies

91

2 CFR Part 200 or Federal Provision - Contract Work Hours and Safety Standards

Where applicable, all contracts awarded by ESC 8 and TIPS Members in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, Vendor certifies that during the term of an award for all contracts resulting from this procurement process, Vendor will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act.

Does Vendor certify?

Yes, Vendor certifies

92

2 CFR Part 200 or Federal Provision - FEMA Fund Certification & Certification of Access to Records

If and when Vendor accepts a TIPS purchase paid for in full or part with FEMA funds, Vendor certifies that:

(1) Vendor agrees to provide the TIPS Member, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to and rights to reproduce any books, documents, papers, and records of the Contractor which are directly pertinent to this contract, or any contract resulting from this procurement, for the purposes of making audits, examinations, excerpts, and transcriptions. This right also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents. Vendor agrees to provide the FEMA Administrator or an authorized representatives access to construction or other work sites pertaining to the work being completed under the contract. Vendor acknowledges and agrees that no language in this contract or the contract with the TIPS Member is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

(2) The Vendor shall not use the Department of Homeland Security's seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

(3) The Vendor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

(4) The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

(5) The Vendor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Vendor's actions pertaining to this contract.

Does Vendor certify?

Yes, Vendor certifies

93

2 CFR Part 200 or Federal Provision - Certification of Compliance with the Energy Policy and Conservation Act

When appropriate and to the extent consistent with the law, Vendor certifies that it will comply with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq; 49 C.F.R. Part 18) and any state mandatory standards and policies relating to energy efficiency which are contained in applicable state energy conservation plans issued in compliance with the Act.

Does Vendor certify?

Yes, Vendor certifies

94

2 CFR Part 200 or Federal Provision - Certification of Compliance with Never Contract with the Enemy

Where applicable, all contracts awarded by ESC 8 and TIPS Members in excess of $50,000.00, within the period of performance, and which are performed outside of the United States, including U.S. territories, are subject to the regulations implementing Never Contract with the Enemy in 2 CFR part 183. Per 2 CFR part 183, in the situation specified, ESC 8 and TIPS Members shall terminate any contract or agreement resulting from this procurement which violates the Never Contract with the Enemy regulation in 2 CFR part 183, including if Vendor is actively opposing the United States or coalition forces involved in a contingency operation in which members of the the Armed Forces are actively engaged in hostilities. Vendor certifies that it is neither an excluded entity under the System for Award Management (SAM) nor Federal Awardee Performance and Integrity Information System (FAPIIS) for any contract terminated due to Never Contract with the Enemy as a Termination for Material Failure to Comply.

Does Vendor certify?

Yes, Vendor certifies

95

2 CFR Part 200 or Federal Provision - Certification of Compliance with EPA Regulations

For contracts resulting from this procurement, in excess of $100,000.00 and paid for with federal funds, Vendor certifies that Vendor will comply with all applicable standards, orders, regulations, and/or requirements issued pursuant to the Clean Air Act of 1970, as amended (42 U.S.C. 1857(h)), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15.

Does Vendor certify?

Yes, Vendor certifies

96

2 CFR Part 200 or Federal Provision - Record Retention Requirements

For contracts resulting from this procurement, paid for by ESC 8 or TIPS Members with federal funds, Vendor certifies that Vendor will comply with the record retention requirements detailed in 2 CFR § 200.334. Vendor certifies that Vendor will retain all records as required by 2 CFR § 200.334 for a period of three years after final expenditure or financial reports, as applicable, and all other pending matters are closed.

Does Vendor certify?

Yes, Vendor certifies

97

2 CFR Part 200 or Federal Provision - Subcontracting and Affirmative Steps for Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms.

Do you ever anticipate the possibility of subcontracting any of your work under this award if you are successful?

If you respond "Yes", you must respond to the following attribute question accurately. If you respond "No", you may skip the following attribute question.

YES

98 **2 CFR Part 200 or Federal Provision - If "Yes" Response to Above Attribute - Continued - Subcontracting and Affirmative Steps for Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms.**

Only respond to this question if you responded "Yes" to the attribute question directly above. Skip this question if you responded "No" to the attribute question directly above.

Does Vendor certify that it will follow the following affirmative steps? Federal Regulation 2 CFR §200.321 Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms. (a)The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

(b) Affirmative steps must include:

(1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

(2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

(3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

(4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;

(5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce ; and

(6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs(1) through (5) of this section.

Does Vendor certify?

Yes, Vendor certifies

99 **ACKNOWLEDGMENT & BINDING CORPORATE AUTHORITY**

By submitting this proposal, the individual(s) submitting on behalf of the Vendor certify that they are authorized by Vendor to complete and submit this proposal on behalf of Vendor and that this proposal was duly submitted on behalf of Vendor by authority of its governing body, if any, and within the scope of its corporate powers.

Vendor further certifies that it has read, examined, and understands all portions of this solicitation including but not limited to all attribute questions, attachments, solicitation documents, bid notes, and the Vendor Agreement(s). Vendor certifies that, if necessary, Vendor has consulted with counsel in understanding all portions of this solicitation.

PROSPER INDEPENDENT SCHOOL DISTRICT
605 East 7th Street, Prosper, Texas 75078
(469) 219-2000

Dr. Holly Ferguson
Superintendent of Schools

Dr. Kyle Penn
Deputy Superintendent
District & Employee Services

January 22, 2025

To whom it may concern,

I am sharing my recommendation for Plante Moran in regards to Project Management Advisory Services.

Prosper ISD partnered with Plante Moran (PM) prior to my joining the district in 2021, but I worked with them through the Request for Proposal (RFP) process to find our next Enterprise Resource Planning (ERP) system all the way through completion of the implementation and launch of the project.

Over the course of approximately two years, PM advised us in each phase of the process utilizing their industry knowledge that was beyond our expertise. They assisted in our RFP specifications, contract negotiations, asking key questions through the planning process, and helping us know where to push in implementation and training. The planning and implementation process took roughly two years. PM helped keep us on track and were also able to be the heavy when necessary with our third party vendor but also pushing staff that needed to maintain relationships beyond the implementation.

While admittedly I was a skeptic of bringing an outside entity into the process, I do think their expertise and leadership ultimately led to a significantly better selection and implementation than we would have had otherwise. This led to a great start on our new ERP and I'm very pleased with the outcome.

Please feel free to reach out if there are any questions.

Sincerely,

Dr. Kyle Penn, RTSBA
Deputy Superintendent
District & Employee Services

Fort Worth ISD | Division of Business and Finance
7060 Camp Bowie Blvd. Fort Worth, TX 76116
817.814.2103 | www.fwisd.org

Fort Worth
INDEPENDENT SCHOOL DISTRICT

January 28, 2025

To Whom it May Concern:

I am writing to highly recommend Plante Moran for their implementation services. As the Chief Financial Officer of the Fort Worth Independent School District ("***FWISD***"), I have worked with the Plante Moran team over the last two years to implement a new Enterprise Resource Planning and Timekeeping Project ("***ERPT***") here at FWISD. The assigned team has provided FWISD with general program management services as well as key subject matter expertise to the project.

Working closely with our internal team, they have led and supported the project management meetings and provided us with a project timeline and RIAD log to help keep on task. There are no surprises with Plante Moran as their team has kept us advised of upcoming milestones and advised of obstacles that may be in our way of achieving success. Providing input during those times where key decisions are being made has allowed us to continue to move the ERPT forward.

Overall, I have been extremely pleased with Plant Moran and they have delivered on their promise of excellence throughout the process. They have been upfront and transparent about their costs and services. Therefore, it is without hesitation that I recommend Plante Moran for project implementation services for any District that is seeking a reliable and trustworthy partner. Please do not hesitate to contact me at 575-649-2050 or at my email at carmen.arrietacandel@fwisd.org if you have any questions regarding any of the above.

Sincerely,

Carmen Arrieta-Candelaria
Chief Financial Officer

April 19, 2021

To whom it may concern:

This Letter of Recommendation is from Ms. Marie Aviles, IT Director of the Toho Water Authority, regarding professional technology advisory services provided to our organization from Plante Moran.

Plante Moran provided IT Assessment and Strategic Planning services to Toho in 2020 by assessing our current technology infrastructure, staffing and policy environment and developing a project portfolio to accomplish our strategic technology objectives. This project included a review of Toho's current information technology staffing skillsets, desired technology improvements and the identification of any gaps between our IT related services and best practices. In addition, Plante Moran facilitated a visioning session with executive management in which future technology projects were identified and prioritized.

Plante Moran was able to work collaboratively with a wide range of stakeholders spanning all departments responsible for providing services to 100,000+ utility customers in the Kissimmee/St. Cloud, FL Region. The project had high visibility with sponsorship from Toho's Executive Director, Todd Swingle, and a project advisory team including the Authority's Steering Committee & Business Stakeholders. Plante Moran successfully articulated key areas for improvement and bridged the gap in driving consensus within the organization on the recommended action steps and five-year implementation roadmap aligned the organization's Strategic Plan.

Please contact me directly for any additional information desired.

Sincerely,

Ms. Marie Aviles, Director of Information Technology

Toho Water Authority
951 Martin Luther King Blvd.
Kissimmee, FL 34741
407-944-5197
mrios@tohowater.com

To whom it may concern:

This Letter of Recommendation is from the City of Panama City Beach, FL regarding professional services provided to us from Plante Moran.

Plante Moran provided IT Assessment and Strategic Planning services to the City in 2020-2021 by assessing our current technology infrastructure, IT staffing and organization, and developing a 5-year Strategic Plan to accomplish our strategic technology objectives. This project included a review of current City information technology staffing levels and skillsets, desired technology improvements and the identification of any gaps between our IT related services and best practices. In addition, Plante Moran facilitated a visioning session with key City management in which IT's vision, mission, and strategic goals were discussed. Plante Moran then created an IT strategic plan, including recommended projects to complete in each year of the strategic plan.

Plante Moran worked successfully with a wide range of stakeholders. Plante Moran successfully articulated key areas for improvement and bridged the gap in driving consensus within the organization on the recommended action steps and direction of the plan.

Please contact me directly for any additional information desired.

Sincerely,



Jason Pickle

IT Manager

City of Panama City Beach, FL

850.233.5100

Jason.Pickle@pcbfl.gov

TIPS CONTRACT 250601

REQUIRED CONFIDENTIALITY CLAIM FORM

(*VENDOR MUST COMPLETE THE FOLLOWING VENDOR INFORMATION*)

Vendor Entity Name: Plante & Moran, PLLC

Vendor Authorized Signatory Name: Mike Riffel

Vendor Authorized Signatory Title: Partner

Vendor Authorized Signatory Email: mike.riffel@plantemoran.com

Vendor Address: 3000 Town Center, Ste. 100

City: Southfield State: MI Zip Code: 48075

Vendor agrees that it is voluntarily providing its data (including but not limited to: Vendor information, Vendor documentation, Vendor's proposal, Vendor pricing submitted or provided to TIPS, TIPS contract documents, TIPS correspondence, Vendor logos and images, Vendor's contact information, Vendor's brochures and commercial information, Vendor's financial information, Vendor's certifications, and any other Vendor information or documentation submitted to TIPS by Vendor and its agents) (Hereinafter, "Vendor Data") to TIPS. Vendor understands and agrees that TIPS is a government entity subject to public information laws including but not limited to Texas Government Code (TGC) Chapter 552. Vendor agrees that regardless of confidentiality designations herein, Vendor's submission of a proposal constitutes Vendor's consent to the disclosure and release of Vendor's Data and comprehensive proposal, including any information deemed confidential or proprietary herein, to and by TIPS Members.

Notwithstanding the foregoing permissible release to TIPS Members, if Vendor considers any portion of Vendor's proposal to be otherwise confidential and not subject to public disclosure pursuant to public information laws, including but not limited to TGC Chapter 552, Vendor must properly execute ***Option 1 only*** below, attach to this PDF all documents and information that Vendor deems confidential, and upload the consolidated documentation. Regardless of the Option selected below, this form must be completed and uploaded to the "Response Attachments" section of the eBid System entitled "Required Confidentiality Claim Form." Execution and submission of this form is the sole indicator of whether Vendor considers any Vendor Data confidential in the event TIPS receives a request, a Public Information Request, or subpoena. If TIPS receives a request, any responsive documentation not deemed confidential by you through proper execution of Option 1 of this form will be automatically released. For information deemed confidential by you through proper execution of Option 1 of this form, TIPS will follow procedures of controlling statute(s) regarding withholding that documentation and shall not be liable for any release of information required by law, including Attorney General opinion or court order.

(*VENDOR MUST COMPLETE ONE OF THE TWO OPTIONS AND UPLOAD IN THE EBID SYSTEM*)

OPTION 1 – DESIGNATING CONFIDENTIAL MATERIALS – YES, VENDOR HAS ATTACHED CONFIDENTIAL MATERIALS

(*Confirm each bullet point and sign below*)

- Vendor claims some Vendor Data confidential to the extent permitted by TGC Chapter 552 and other applicable law.
- Vendor attached to this PDF all potentially confidential Vendor Data and listed the number of attached pages below.
- Vendor's authorized signatory has signed below and shall upload this document in the proper location in the eBid System.
- Vendor agrees that TIPS shall not be liable for any release of confidential information required by law.

Number of pages attached deemed confidential: _____

Authorized Signature: _____

OPTION 2 – WAIVER OF CONFIDENTIALITY – NO, VENDOR HAS NOT ATTACHED CONFIDENTIAL MATERIALS

(*Confirm each bullet point and sign below*)

By signing for Option 2 below, Vendor expressly waives any confidentiality claim for all Vendor Data submitted in relation to this proposal and resulting contract. Vendor confirms that TIPS may freely release Vendor Data submitted in relation to this proposal or resulting contract to any requestor. Vendor agrees that TIPS shall not be responsible or liable for any use or distribution of Vendor Data by TIPS or TIPS Members.

- Vendor's authorized signatory has signed below and shall upload this document in the proper location in the eBid System.
- Vendor agrees that TIPS shall not be liable for any release of confidential information required by law.

Authorized Signature: Mike Riffel Digitally signed by Mike Riffel Date: 2025.07.16 09:57:28 -04'00'

Plante & Moran, PLLC
10 South Riverside Plaza
9th floor
Chicago, IL 60606
Tel: 312.207.1040
Fax: 312.207.1066
plantemoran.com

September 15, 2026

Dr. Fabian Cone
Chief Information Officer, Task Assigned
Broward County Public Schools
7720 W. Oakland Park Blvd.
Sunrise, Florida 33351

Dear Dr. Cone,

Thank you for considering Plante Moran to provide ERP contract negotiations consulting services to Broward County Public Schools (SBBC or "the District"). We are pleased to submit this Statement of Work (SOW) for these services and are excited by the prospect of continuing to work with the District on this important initiative. Our SOW outlines our proposed approach and proposed fees based on our understanding of the District's needs.

This SOW is issued under Plante Moran's cooperative purchasing contract #250601 (Consulting and Other Related Services) with The Interlocal Purchasing System ("TIPS") and Department of Texas Region 8 Education Service Center. All activities described in this SOW are eligible to be performed under contract #250601. SBBC is a registered and active member of TIPS. Plante Moran's TIPS contract was competitively procured and awarded by TIPS, a governmental entity and a national purchasing cooperative. Contract details are available at TIPS-USA: Plante and Moran PLLC.

Please contact us should you have any questions or require further information.

Sincerely,
Plante & Moran, PLLC

Deepak Agarwal
Engagement Partner
Deepak.agarwal@plantemoran.com
248-223-3146

ERP contract negotiations and implementation readiness support

Service area	Deliverables / action items
Post-evaluation communications and board updates	• Assistance with preparation of board documentation, presentations, executive briefing materials, and other communications summarizing ERP evaluation results, vendor recommendation rationale, implementation considerations, and next steps • Support development of responses to board member and executive leadership questions regarding solution selection, implementation approach, timeline, costs, risks, and anticipated benefits • Assist with communication and coordination activities supporting the transition from vendor selection to contract negotiations and implementation planning • Attend and support up to two (2) in-person board workshops, committee meetings, or board meetings to present results, provide subject matter expertise, and assist with stakeholder discussions
Assist with contract and SOW review/negotiations	• Conduct a detailed review and redline of the selected vendor's Statement of Work (SOW), including scope, assumptions, deliverables, implementation approach, project governance, staffing model, timeline, acceptance criteria, training, testing, data conversion, integrations, and post-go-live support. • Review proposed contracts and supporting documents and provide recommendations regarding business, operational, functional, technical, implementation, and commercial terms. **Note**: Plante Moran will not provide legal advice or interpretation of legal provisions, and District legal counsel will remain responsible for review of all legal terms and conditions • Facilitate contract review and negotiation workshops with District stakeholders to identify areas of concern, negotiation priorities, implementation risks, and recommended contractual protections • Support development, tracking, and resolution of contract comments, SOW revisions, open issues, and negotiation items through contract execution • Provide advisory support during vendor negotiation meetings and assist the District in evaluating vendor responses and proposed revisions • Assist the District in evaluating and interviewing the selected vendor's proposed Project Manager and other key implementation leadership personnel, including assessment of relevant experience, implementation approach, and alignment with District objectives • Assist with preparation of executive summaries and board materials supporting contract approval actions • Attend and support up to two (2) in-person contract/SOW negotiations or planning sessions

Service area	Deliverables / action items
Support implementation readiness and Enterprise Transformation Team (ETT) planning	• Facilitate implementation readiness assessment focused on governance, staffing, decision-making structures, organizational readiness, and project mobilization requirements • Assist with development and refinement of Enterprise Transformation Team (ETT) structure, roles, responsibilities, staffing strategy, and resource requirements • Support establishment of implementation governance, steering committee, workstream leadership, escalation paths, and project controls • Assist with implementation planning activities including key milestones, critical decisions, risk management, dependency tracking, and organizational change management readiness • Provide recommendations regarding business process owner (BPO) engagement, subject matter expert participation, backfill planning, and resource allocation strategies • Conduct implementation planning workshops to identify risks, readiness gaps, and critical success factors prior to project kickoff • Prepare implementation readiness findings, recommendations, and action plans for executive leadership review

Professional services fees

Services will be provided on a time-and-materials basis in accordance with Plante Moran's TIPS contract (#250601) at the contractually established blended rate of **$300 per hour**. Plante Moran estimates that the services described in this Statement of Work will require up to **500 hours**, resulting in a professional services fee budget not to exceed **$150,000**. Fees will be based on actual hours worked and invoiced at the contract rate.

In addition to professional services fees, the proposed budget includes a separate allowance of up to **$20,000** for travel and incidental expenses associated with the in-person activities included in this Statement of Work. Travel and incidental expenses will be invoiced at actual cost without markup. Any unused portion of the allowance will not be invoiced, and Plante Moran will not exceed the allowance without the District's prior written authorization.

The total authorization under this Statement of Work, including professional services fees and the travel allowance, will not exceed **$170,000** without the District's prior written authorization. The fees apply to services anticipated to be performed from November 1, 2026 through February 28, 2027. All services and fees are subject to the terms and conditions of Plante Moran's TIPS contract (#250601).

Fee assumptions

Plante Moran's fees for the engagement described in our statement of work are based upon the assumptions listed below. Should these assumptions change, we would adjust our professional fees accordingly, in consultation with the District.

Project resources and governance

- The District will assign qualified staff to key roles and maintain resource consistency throughout the engagement.
- The District will assign a project manager who will work directly with Plante Moran staff and coordinate District review, decisions, meetings, documentation, and stakeholder participation.
- The District's executive sponsors will represent all applicable business areas and actively support timely decision-making throughout the engagement.
- The District will make District leadership, Procurement Services, Legal Counsel, Information Technology, business process owners, and other stakeholders available, as needed, to support board update preparation, contract and SOW review, vendor discussions, and implementation readiness planning.
- Project status meetings will be conducted remotely and occur no more than once weekly with the District's project manager, unless otherwise mutually agreed upon.
- Plante Moran is precluded from making management decisions on behalf of clients. Plante Moran will provide the District with a structured process, advice, recommendations, and counsel throughout the engagement, but all management decisions, negotiation positions, procurement determinations, and final approvals will be made solely by the District.

Procurement and records assumptions

- The District's Procurement Services Department will remain responsible for administration of the procurement process, maintenance of the official procurement file, preparation and issuance of procurement communications, and compliance with applicable procurement requirements.
- Plante Moran may assist Procurement Services with compilation, organization, and preparation of procurement records, evaluation documentation, supporting materials, and other records related to the ERP procurement process.
- Responsibility for responding to vendor protests, managing protest proceedings, making protest-related determinations, and issuing official District responses to protests remains solely with the District and its Procurement Services Department, in coordination with District legal counsel as appropriate.
- Plante Moran may provide factual background, process documentation, evaluation support materials, and related advisory assistance requested by the District in connection with procurement questions, records requests, audits, protests, or board approval activities; however, Plante Moran will not make procurement determinations or provide legal advice.
- Protest support or any deposition/testimony support will be provided under a separate change order.

Contract and SOW review assumptions

- Plante Moran's role during contract negotiations is limited to providing recommendations regarding business, operational, functional, technical, implementation, governance, project management, staffing, service delivery, and commercial considerations.
- Plante Moran will not provide legal advice, legal interpretation, or legal representation. The District's legal counsel will be solely responsible for review, interpretation, negotiation, and approval of all legal terms, conditions, contractual provisions, and related legal matters.
- District legal counsel will lead or oversee negotiation of legal terms and conditions. Plante Moran may participate in contract discussions to advise on business, functional, technical, implementation, and operational implications of proposed contract language.
- Plante Moran will conduct a detailed review and redline of the selected vendor's Statement of Work, including scope, assumptions, deliverables, implementation approach, project governance, staffing model, timeline, acceptance criteria, training, testing, data conversion, integrations, and post-go-live support.
- The District will be responsible for determining final contract language, final SOW language, negotiation positions, acceptable risk levels, and approval of the final agreement.
- The District will coordinate availability of District procurement, legal, IT, business, and executive stakeholders for contract review meetings, negotiation sessions, vendor discussions, and review of proposed revisions.
- Plante Moran may assist the District in evaluating and interviewing the selected vendor's proposed Project Manager and other key implementation leadership personnel; however, the District will be solely responsible for approving or rejecting proposed vendor personnel.
- Plante Moran will assist with negotiating a single combined contract for software and implementation services with a single vendor. If multiple solutions are chosen by the District, or if multiple vendors or contracts are to be negotiated with, then Plante Moran will send a revised estimate of the fees.
- Fee assumes negotiation with a single preferred vendor. If the District is not able to successfully negotiate with the first preferred vendor, negotiations with an alternate vendor constitute a change in scope.

Implementation readiness and ETT planning assumptions

- Services described in this Statement of Work are limited to post-evaluation support, contract and SOW review assistance, implementation readiness activities, governance planning, and Enterprise Transformation Team planning conducted prior to ERP implementation kickoff.
- This Statement of Work does not include ERP implementation services, implementation project management office support, system configuration, detailed business process design, testing execution, training execution, data conversion execution, deployment support, change management execution, or post-go-live support.

- Completion of contract negotiations, SOW review, implementation readiness planning, or ETT planning shall not be construed as authorization for Plante Moran to begin ERP implementation support.
- Kickoff of the ERP implementation and any Plante Moran support during implementation will require a separately executed Statement of Work between the District and Plante Moran.
- The District will be responsible for determining its final Enterprise Transformation Team structure, staffing levels, role assignments, backfill needs, governance model, and implementation decision-making authority.
- Plante Moran may provide recommendations regarding ETT structure, governance, staffing, roles, responsibilities, decision rights, implementation readiness, and transition planning; however, final decisions regarding District staffing, governance, and implementation structure will be made solely by the District.

Service delivery

- Plante Moran will deliver all services remotely unless specified and mutually agreed upon in the project workplan and project scope assumptions.
- All on-site work will occur between Monday and Thursday unless an alternative working schedule is mutually agreed upon.
- This engagement includes attendance and support for up to two (2) in-person board workshops, committee meetings, or board meetings, with up to two (2) Plante Moran consultants per trip.
- This engagement includes attendance and support for up to two (2) in-person contract/SOW negotiation or planning sessions, with up to two (2) Plante Moran consultants per trip.
- Additional on-site meetings, board meetings, workshops, negotiation sessions, implementation planning sessions, or vendor meetings beyond those expressly included in the proposed approach may require a change in scope.
- Services are anticipated to be delivered beginning November 1, 2026 and ending February 28, 2027; effort extending beyond this period may require a fee adjustment.

Compensation

- We anticipate billing the District monthly for prior services based on actual effort and costs incurred.
- Payment will be due net thirty (30) days after receipt of invoice.
- The proposed budget includes a $20,000 allowance for travel and incidental expenses associated with the in-person activities included in this Statement of Work. Expenses will be invoiced at actual cost without markup. Any unused portion of the allowance will not be invoiced.

Project approach

- Project work will begin upon execution of the consultant agreement and issuance of a purchase order, anticipated before November 1, 2026, or another date mutually agreed upon by the District and Plante Moran.
- The scope of this Statement of Work concludes prior to ERP implementation kickoff unless otherwise amended through a separately executed Statement of Work.

Plante & Moran, PLLC
10 South Riverside Plaza
9th floor
Chicago, IL 60606
Tel: 312.207.1040
Fax: 312.207.1066
plantemoran.com

September 15, 2026

Dr. Fabian Cone
Chief Information Officer, Task Assigned
Broward County Public Schools
7720 W. Oakland Park Blvd.
Sunrise, Florida 33351

Dear Dr. Cone,

Thank you for considering Plante Moran to provide ERP independent verification and validation (IV&V) consulting services to Broward County Public Schools (SBBC or "the District"). We are pleased to submit this Statement of Work (SOW) for these services and are excited by the prospect of continuing to work with the District on this important initiative. Our SOW outlines our proposed approach and proposed fees based on our understanding of the District's needs.

This SOW is issued under Plante Moran's cooperative purchasing contract #250601 (Consulting and Other Related Services) with The Interlocal Purchasing System ("TIPS") and Department of Texas Region 8 Education Service Center. All activities described in this SOW are eligible to be performed under contract #250601. SBBC is a registered and active member of TIPS. Plante Moran's TIPS contract was competitively procured and awarded by TIPS, a governmental entity and a national purchasing cooperative. Contract details are available at TIPS-USA: Plante and Moran PLLC.

Please contact us should you have any questions or require further information.

Sincerely,
Plante & Moran, PLLC

Deepak Agarwal
Engagement Partner
Deepak.agarwal@plantemoran.com
248-223-3146

ERP implementation independent verification and validation (IV&V) consulting

IV&V service area	Plante Moran approach	Primary tools and techniques
Project health and performance assessments	Periodically assess overall program health across scope, schedule, budget, quality, risks and issues, governance, vendor performance, organizational change management, communications, testing, data conversion, integrations, security and controls, training, operational readiness, and intended business outcomes. Assessments will be evidence-based, identify changes in health and risk trajectory, distinguish among observations, risks, issues, and recommendations, and highlight matters requiring management attention.	• **Project health assessment framework:** Applies consistent criteria and rating definitions agreed upon with SBBC. • **Trend and root-cause analysis:** Identifies recurring conditions, cross-workstream patterns, and underlying causes. • **Data analytics and technology-assisted review:** Analyzes structured project information subject to District confidentiality, security, and data-management requirements. • **Monthly executive status reports:** Present project health, trends, priorities, and matters requiring leadership attention.
Milestone, phase-gate, and readiness reviews	Perform independent reviews at significant project milestones and decision points, including completion of design, configuration, testing, data conversion, training, cutover, deployment, and stabilization, as applicable. Assess whether entrance and exit criteria have been satisfied, identify unresolved risks and dependencies, and provide an independent readiness assessment. Final project decisions and acceptance authority remain with SBBC.	• **Readiness criteria and structured review rubrics:** Evaluate evidence against agreed entrance, exit, and acceptance conditions. • **Integrated schedule analysis:** Evaluates milestone dependencies, critical and near-critical paths, resource constraints, and schedule movement. • **Risk, issue, action, and decision analysis:** Identifies unresolved items affecting milestone or deployment readiness. • **Readiness dashboards and memoranda:** Summarize open conditions, impacts, and recommended actions.
Review of project plans, documentation, and supporting evidence	Review selected project documentation and implementation artifacts for completeness, consistency, quality, usability, and alignment with contractual requirements, approved plans, and recognized implementation practices. Materials may include project plans, schedules, governance records, requirements, design documents, risk and issue logs, testing evidence, data conversion materials, integrations, security and controls documentation, training materials, cutover plans, and operational readiness materials.	• **Document and deliverable review criteria:** Assess completeness, internal consistency, traceability, contractual alignment, and evidence of review or approval. • **Requirements traceability analysis:** Traces approved requirements through design, configuration, integrations, data conversion, testing, training, security, controls, and readiness. • **Cross-document consistency review:** Identifies conflicting assumptions, dates, responsibilities, requirements, or acceptance conditions.
Targeted deliverable reviews	At SBBC's direction, review selected vendor or project deliverables and provide a written assessment of the work product, criteria applied, identified deficiencies or concerns, potential	• **Deliverable review checklists and acceptance criteria:** Evaluate work products against contractual requirements, approved templates, dependencies, and applicable quality standards.

IV&V service area	Plante Moran approach	Primary tools and techniques
	impacts, and recommended corrective actions. Reviews support SBBC's decision-making but do not replace the District's contractual acceptance authority, legal review, technical approval responsibilities, or management decisions.	• **Traceability and evidence review:** Confirms that conclusions and completion claims are supported by documentation. • **Deliverable review memoranda:** Document findings, impacts, required clarifications, and recommended corrective actions.
Integrated schedule assessment	Evaluate whether the integrated project schedule provides a complete, realistic, current, and dependency-aware representation of the work. Review milestone movement, cross-workstream dependencies, critical and near-critical paths, District and vendor responsibilities, resource constraints, baseline changes, and the feasibility of corrective or recovery plans.	• **Critical-path and dependency analysis:** Evaluates schedule logic and cross-workstream relationships. • **Milestone trend analysis:** Identifies repeated movement or emerging schedule drift. • **Baseline and change analysis:** Compares the current schedule with the approved baseline and documented changes. • **Schedule recovery analysis:** Assesses whether proposed recovery actions appear feasible given resources, dependencies, and quality requirements.
Risk, issue, action, and decision management	Assess whether risks, issues, actions, and decisions are clearly documented, appropriately prioritized, assigned, escalated, and resolved. Evaluate whether mitigation and contingency plans are sufficiently specific and whether aging or recurring items indicate broader governance or execution concerns.	• **RAID log analysis:** Reviews completeness, categorization, ownership, aging, priority, mitigation quality, and escalation effectiveness. • **Root-cause analysis:** Identifies common drivers across recurring or related items. • **Aging and trend analysis:** Highlights unresolved, overdue, or repeatedly deferred matters. • **Recommendation tracking:** Connects IV&V observations with management responses and closure evidence.
Vendor capability and performance assessment	Independently assess whether the system integrator and other key vendors appear to have the staffing, skills, management practices, quality controls, technical capabilities, and execution discipline necessary to fulfill their responsibilities. Consider staffing sufficiency, continuity of key personnel, subcontractor management, deliverable quality, responsiveness, dependency management, and adherence to commitments.	• **Vendor staffing and capability assessment:** Evaluates staffing levels, qualifications, availability, role clarity, key-person continuity, and reliance on subcontractors. • **Commitment and performance analysis:** Compares vendor plans and commitments with delivery evidence. • **Quality and dependency review:** Evaluates quality practices, work management, handoffs, and dependency resolution. • **Vendor performance dashboard:** Presents trends and evidence without directing vendor personnel or assuming contract-administration responsibility.
Testing and defect	Evaluate the adequacy and execution of the testing program, including test planning, environment readiness,	• **Testing and defect trend analysis:** Evaluates test progress, coverage, pass rates, defect

IV&V service area	Plante Moran approach	Primary tools and techniques
management assessment	functional and integration coverage, user acceptance testing, regression testing, defect management, and evidence supporting readiness decisions.	severity, aging, recurrence, and closure evidence. • **Requirements-to-test traceability:** Assesses whether approved requirements are represented in test conditions and results. • **Readiness analysis:** Identifies unresolved testing conditions affecting milestone, cutover, or operational readiness.
Data conversion and reconciliation assessment	Evaluate whether data conversion activities are appropriately planned, governed, executed, reconciled, and supported by accountable business review. Assess data cleansing, mapping, trial conversions, exception management, reconciliation, approval evidence, and production-conversion readiness.	• **Data conversion readiness checklist:** Reviews planning, ownership, sequencing, controls, and dependencies. • **Reconciliation and exception analysis:** Evaluates completeness, accuracy, exceptions, and resolution evidence. • **Conversion trend analysis:** Compares results across conversion cycles to identify persistent concerns.
Security, access, and internal controls assessment	Evaluate whether security, role design, access controls, segregation of duties, and key financial and operational controls are appropriately incorporated into the implementation and supported by testing, remediation, and approval evidence.	• **Security and controls review:** Evaluates role design, access rules, segregation-of-duties considerations, and key business controls. • **Requirements and test traceability:** Connects control requirements to configuration, testing, and approval evidence. • **Exception and remediation tracking:** Monitors identified control concerns through documented resolution.
Stakeholder interviews and governance observation	Conduct structured discussions with designated District, project, business, technical, and vendor stakeholders. Observe selected steering committee meetings, project status reviews, workstream meetings, and escalation discussions to assess role clarity, decision rights, information quality, escalation effectiveness, accountability, and stakeholder engagement. Interview and meeting information will be validated against available evidence before being presented as a formal finding.	• **Structured interviews and facilitated discussions:** Obtain contextual information and corroborate documentary evidence. • **Governance observation:** Evaluates how decisions, escalations, and accountability operate in practice. • **Decision and action analysis:** Reviews whether decisions and commitments are timely, documented, assigned, and completed.
Organizational change, training, and operational readiness	Evaluate whether SBBC's impacted stakeholders and operational teams are adequately prepared for the new system and related process changes. Assess stakeholder engagement, communications, training preparation, user readiness, operational procedures,	• **Organizational readiness assessment:** Evaluates change impacts, engagement, communications, training, adoption, and operational preparation. • **Training readiness review:** Assesses curriculum development, audience identification, scheduling, delivery preparation, and completion evidence.

IV&V service area	Plante Moran approach	Primary tools and techniques
	support planning, adoption risks, and continuity of critical District operations.	• **Operational readiness checklist:** Reviews procedures, staffing, support arrangements, escalation paths, and transition responsibilities. • **Readiness surveys or interviews:** May supplement documented evidence when approved by SBBC.
Early warning and course-correction	Communicate material concerns promptly rather than waiting for the next scheduled report. Early-warning communications will describe supporting evidence, potential consequences, urgency, the relevant decision point, and recommended actions for SBBC's consideration. Recommendations remain advisory. Plante Moran will not direct District or vendor personnel or assume management authority.	• **Leading-indicator monitoring:** Reviews staffing, requirements, schedule, testing, data, integrations, training, decision latency, and other available indicators. • **Impact and urgency analysis:** Assesses potential effect and timeframe for management action. • **Early-warning notices:** Provide concise, evidence-based communication of material concerns and recommended actions.
Recommendation and response tracking	Maintain a structured record of IV&V observations and recommendations, including management responses, agreed actions, responsible parties where designated by SBBC, target dates where established, current status, and evidence of resolution. Closure will be based on supporting evidence rather than solely on a statement that an action has been completed.	• **Recommendation tracker:** Records the condition, evidence, impact, recommendation, management response, ownership, timing, and status. • **Closed-loop verification:** Reviews evidence that corrective actions were completed and addressed the underlying condition. • **Aging and escalation analysis:** Highlights overdue, recurring, or unresolved recommendations.
Reporting and executive briefings	Provide reports, dashboards, briefings, and targeted memoranda at the frequency and in the formats agreed upon with SBBC. Reporting will give District leadership a concise, decision-oriented view of project health, material risks, vendor performance, upcoming milestones, readiness, unresolved recommendations, and matters requiring executive attention.	• **Executive dashboards:** Present status, trends, material risks, decisions, and upcoming milestones. • **Independent assessment reports:** Provide evidence, analysis, conclusions, and recommendations. • **Targeted memoranda and early-warning notices:** Address specific deliverables, events, or emerging risks. • **Executive briefings:** Support timely discussion of significant findings and management decisions.

Independence and objectivity

Plante Moran will perform the services as an independent advisor to SBBC. We will not implement the system under review, direct implementation vendor personnel, administer the system integrator's contract, approve invoices on behalf of the District, or assume responsibility for project management or executive decision-making.

- **Conflict-of-interest review**: Perform applicable engagement-level conflict checks and disclose identified or potential conflicts to SBBC.
- **Clear role separation**: Avoid simultaneous implementation and IV&V responsibility for the same activities.
- **Evidence-based assessments**: Support findings, ratings, and recommendations with identifiable evidence, relevant criteria, and documented rationale.
- **Independent reporting**: Correct factual inaccuracies during report review while retaining responsibility for independent conclusions.
- **Transparent limitations**: Identify incomplete, unavailable, or inconclusive evidence rather than present unsupported conclusions.
- **Prompt disclosure**: Notify SBBC's designated representative if a circumstance arises that could reasonably affect objectivity.

Professional services fees

Services will be provided on a Time and Materials (T&M) basis in accordance with Plante Moran's TIPS contract (#250601) at the contractually established **blended rate of $300 per hour**. This blended rate includes all professional services time associated with both remote and onsite activities.

Our proposed fees are structured to reflect the **varying levels of verification and validation effort required at different stages of the ERP implementation**. Rather than applying a single flat monthly fee, we have provided three monthly anticipated effort levels based on anticipated support intensity.

Months associated with project kickoff, go-live, or significant parallel phase activity require a higher level of coordination and review, as well as additional meetings and workshops. These periods are therefore budgeted at a higher monthly level of effort. Standard implementation months are priced at a moderate level to reflect steady-state support, while post go-live months are priced lower to account for reduced effort during stabilization and transition to steady operations. Month classifications are provided solely for budget planning and do not determine the amount invoiced. Actual invoices will reflect hours worked at the applicable contract rate. Plante Moran and SBBC will review the anticipated level of effort as part of regular forecasting, particularly before kickoff, go-live, phase-gate, and other high-intensity periods.

Professional services will be invoiced monthly based on actual hours worked at the applicable contract rate, subject to the minimum monthly commitment described below for standard implementation months. The estimated professional services fees of $2,070,000 represent a planning-level estimate based on 6,900 hours at the contractually established blended rate of $300 per hour. These estimated professional services fees are not a fixed fee or not-to-exceed amount.

Plante Moran and SBBC will review anticipated effort through the regular forecasting process. Plante Moran will not exceed the funding authorized under the applicable purchase order without prior written authorization from SBBC.

ERP implementation IV&V consulting - Proposed fees				
Month type	TIPS hourly rate	Months of services	Avg. hours per month	Total fees
Kickoff month, go-live month, or month with significant parallel phase activity (i.e. financial and HR discovery, configuration, testing, or training occurring within same month)	$300	4	300	$360,000
Standard implementation months	$300	18	250	$1,350,000
Post go-live months	$300	6	200	$360,000
Estimated professional services fees	$300	28	-	$2,070,000
Travel expense allowance	Up to 28 consultant trips, billed at cost			$70,000
Total proposed budget authorization	**-**			**$2,140,000**

The $70,000 travel expense allowance represents the maximum amount included in the proposed budget for the anticipated 28 consultant trips. Actual travel expenses will be invoiced at cost, without markup, and only as incurred. Unused travel allowance will not be invoiced.

All services and professional services fees unless specifically specified in this statement of work are subject to the terms and conditions defined in Plante Moran's contract #250601 with TIPS. The fees below are for the period beginning March 1, 2027 or at implementation kickoff (whichever date is soonest) and ending June 30, 2029 or at closure of the selected ERP vendor's post go-live services (whichever date is soonest).

Fee assumptions

Plante Moran's fees for the engagement described in our statement of work are based upon the assumptions listed below. Should these assumptions change, we would adjust our professional fees accordingly, in consultation with the District.

Project resources and governance

- The District will assign qualified staff to key roles and maintain resource consistency throughout the engagement.
- The District will assign a project manager who will work directly with Plante Moran staff and coordinate District review, decisions, meetings, documentation, and stakeholder participation.
- The District's executive sponsors will represent all applicable business areas and actively support timely decision-making throughout the engagement.
- Project status meetings will be conducted remotely and occur no more than once weekly with the District's project manager, unless otherwise mutually agreed upon.

- Plante Moran is precluded from making management decisions on behalf of clients. Plante Moran will provide the District with a structured process, advice, recommendations, and counsel throughout the engagement, but all management decisions, negotiation positions, procurement determinations, and final approvals will be made solely by the District.

ERP implementation and IV&V scope assumptions

- The fee estimate assumes that Plante Moran will perform independent advisory, verification, validation, assessment, reporting, and recommendation-tracking services during the ERP implementation and designated post-go-live period.
- Plante Moran will not perform system configuration, software development, data conversion execution, testing execution, training delivery, implementation project management, system administration, vendor direction, contract administration, invoice approval, or management decision-making.
- SBBC and its implementation vendors remain responsible for producing project plans, schedules, deliverables, system configurations, converted data, test evidence, training materials, cutover materials, and other implementation work products.
- Plante Moran's review does not constitute SBBC's acceptance of a vendor deliverable and does not relieve any vendor or District party of its contractual responsibilities.
- The fee estimate assumes one primary ERP implementation with the modules, deployment waves, environments, integrations, conversions, and post-go-live period identified in the selected vendor's approved implementation plan. Material additions or changes may require an adjustment to the IV&V work plan and fee estimate.
- Plante Moran will use professional judgment and a risk-based approach to determine the nature, timing, and extent of review procedures. Unless expressly identified as a required procedure, IV&V services do not constitute an audit, examination, system certification, penetration test, exhaustive re-performance, or inspection of every project artifact or transaction.
- The fee estimate assumes one monthly executive IV&V status report and associated executive briefing during active implementation and post-go-live services, unless the parties mutually agree to a different cadence.
- Plante Moran will participate in recurring project meetings selectively, based on risk, significance, and the approved IV&V work plan. The estimate does not assume attendance at every implementation or workstream meeting.
- Targeted deliverable reviews will be prioritized jointly by SBBC and Plante Moran based on contractual significance, project risk, milestone dependencies, and available budget. The estimate does not assume a comprehensive review of every draft, supporting work paper, or implementation artifact.
- Unless otherwise agreed, each formal Plante Moran deliverable includes one consolidated SBBC review and one draft-to-final revision cycle. Additional revision cycles or materially revised source materials may affect hours and fees.

- SBBC will coordinate and provide consolidated comments within ten business days, or another period agreed in the IV&V work plan. Delays or conflicting comments may affect the delivery schedule and forecast.
- Expedited reviews, including requests requiring substantial work outside the agreed reporting or review schedule, will be subject to Plante Moran resource availability and may require reprioritization of other IV&V activities or an adjustment to the fee forecast.
- Formal readiness or phase-gate assessments assume that applicable criteria and supporting evidence will be made available sufficiently in advance of the decision date. Repeated reviews resulting from incomplete evidence, deferred decisions, or failed entrance or exit criteria may require additional effort.

Service delivery

- Plante Moran will deliver all services remotely unless specified and mutually agreed upon in the project workplan and project scope assumptions.
- All on-site work will occur between Monday and Thursday unless an alternative working schedule is mutually agreed upon.
- We anticipate providing onsite assistance for up to twenty-eight “consultant trips” (an average of one per month) throughout the duration of the implementation. Additional on-site meetings, board meetings, workshops, negotiation sessions, implementation planning sessions, or vendor meetings beyond the included twenty-eight trips may require additional fees.
- The level of effort proposed assumes that the Plante Moran team is invited to implementation meetings and sessions with at least two weeks notice. Meetings scheduled with less notice may result in availability conflicts, although Plante Moran will make reasonable efforts to join.

Project timeline

- The estimated fees assume the ERP implementation and associated post-go-live period proceed substantially in accordance with the implementation schedule available at the time the IV&V work plan is finalized. Material schedule extensions, additional deployment waves, revised implementation phases, repeated milestone reviews, or an extended stabilization period may require a revised estimate and written amendment or change order.
- The proposed blended rate is effective for the anticipated 28-month engagement period. Should the engagement extend beyond the original term, the parties will mutually agree on terms for the extension period, which may include a rate adjustment.
- Project work will begin upon issuance of a purchase order for this statement of work, anticipated before March 1, 2027, or another date mutually agreed upon by the District and Plante Moran.
- Services to be performed under this statement of work end June 30, 2029 or at closure of the selected ERP vendor’s post go-live services (whichever date is soonest).

Compensation

- The TIPS blended hourly rate includes professional time for approved remote and onsite services.
- Plante Moran will invoice SBBC monthly in arrears at the blended hourly rate. Each invoice will include a summary of professional services hours for the prior month.
- Plante Moran will reserve and maintain staffing capacity sufficient to support the anticipated level of effort reflected in the proposed fee schedule throughout the engagement. The proposed staffing plan and fee estimate assume minimum utilization of approximately 75% of the anticipated monthly level of effort associated with each month type identified in the proposed fee schedule. Maintaining this anticipated utilization level supports staff continuity, project knowledge retention, responsiveness, and resource availability throughout the implementation. If SBBC anticipates that actual utilization will deviate from these assumptions for a sustained period, SBBC will provide Plante Moran with at least thirty (30) days' advance notice whenever reasonably practicable so that staffing plans and resource commitments can be adjusted accordingly. Professional services fees will continue to be billed based solely on actual hours worked.
- The fees presented in this statement of work are based on Plante Moran's current cooperative agreements, pricing structures, and firm requirements. Should Plante Moran become required to apply additional firm-wide administrative, technology, compliance, regulatory, risk management, or similar charges during the term of the engagement, such charges will be subject to mutual discussion and approval through a written amendment or change order before becoming effective.
- The proposed budget includes a $70,000 allowance for travel and incidental expenses associated with up to 28 consultant trips. Such expenses will be invoiced at actual cost without markup and will not exceed the allowance without SBBC's prior written authorization. Any unused portion of the travel allowance will not be invoiced.
- SBBC will be responsible for nonrefundable travel costs incurred because of an SBBC-requested cancellation or rescheduling after travel arrangements have been approved and booked.
- Services or deliverables not described in this statement of work are out of scope. Any requested out-of-scope work will be scoped, estimated, and documented through a written change order or amendment before work begins.
- Payment will be due net thirty days after receipt of invoice.

ATTACHMENT E

AFFIDAVIT REGARDING THE USE OF COERCION FOR LABOR AND SERVICES

MUST BE COMPLETED BY ALL PROPOSERS

Respondent Vendor Name: Plante & Moran, PLLC

Vendor FEIN: 38-1357951

Vendor's Authorized Representative Name and Title: Deepak Agarwal, Partner

Address: 3000 Town Center, Suite 100

City: Southfield State: Michigan ZIP Code: 480175

Phone Number: 248-223-3146

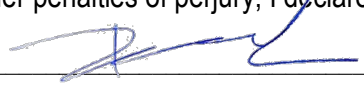
Email Address: deepak.agarwal@plantemoran.com

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 pass port, 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: Deepak Agarwal, Partner

Date: September 18, 2026

ATTACHMENT F

MUST BE COMPLETED BY ALL PROPOSERS

This form must be completed by an officer or representative of a nongovernmental entity ("Entity") submitting a bid, proposal, or reply to, or entering into, renewing, or extending, a contract with a The School Board of Broward County, Florida ("SBBC") which would grant the entity access to an individual's Personal Identifying Information. Capitalized terms used herein have the definitions ascribed in Rule 60A-1.020, F.A.C. The Entity is not owned by the government of a Foreign Country of Concern, is not organized under the laws of nor has its Principal Place of Business in a Foreign Country of Concern, and the government of a Foreign Country of Concern does not have a Controlling Interest in the Entity.

Under penalties of perjury and as a person authorized to sign on behalf of the Entity, I declare that I have read the foregoing statement; and that the facts stated in it are true.

Name of Entity: Plante & Moran, PLLC

Entity's Address: 3000 Town Center, Suite 100, Southfield, MI 48075

Entity's Email Address: deepak.agarwal@plantemoran.com

Entity's Phone Number: 248-223-3146

Entity's FEIN: 38-1357951

Signature of Entity's Officer or Representative: 

Printed Name of Entity's Officer or Representative: Deepak Agarwal

Title of Entity's Officer or Representative: Partner

Date: September 18, 2026

John Wesley White
Director, Procurement & Logistic Operations
7720 W. Oakland Park Boulevard
Sunrise, Florida 33351
phone: 754-321-0505 • fax: 754-321-0936
john.white2@browardschools.com
www.browardschools.com/procurement

The School Board of Broward County, Florida

Sarah Leonardi, Chair
Dr. Jeff Holness, Vice Chair

Lori Alhadeff
Maura McCarthy Bulman
Adam Cervera, Esq.
Debra Hixon
Nora Rupert
Rebecca Thompson
Dr. Allen Zeman

Dr. Howard Hepburn
Superintendent of Schools

Date: September 22, 2026

SBBC Bid ID & Name: PY27-100 – ERP Implementation Services

Subject: **NOTICE OF INTENDED ALTERNATIVE (PIGGYBACK) PURCHASE**

Contract Source: The Interlocal Purchasing System ("TIPS") – Texas Region 8 Education Service Center ("Region 8 ESC") – Contract # 250601

Contract Term: November 1, 2026 through June 30, 2029

Vendor(s): Plante & Moran, PLLC

This notice is to inform all interested parties that The School Board of Broward County, Florida intends to purchase goods or services utilizing the above-referenced contract.

The tentative Board Meeting date to approve this action is: October 13, 2026

Any person who is adversely affected by the decision or intended decision shall file a notice of protest, in writing, within 72 hours after the electronic posting of this notice of intent. Saturdays, Sundays, state holidays, and days during which the District is closed shall be excluded from the computation of the 72-hour time period provided.

The formal written protest shall be filed within ten (10) days after the date the notice of protest is filed. Section 120.57(3)(b), Florida Statutes, states that "The formal written protest shall state with particularity the facts and law upon which the protest is based." If the tenth calendar day falls on a Saturday, Sunday, State holiday or day during which the school district administration is closed, the formal written protest must be received on or before 5:00 p.m. ET of the next calendar day that is not a Saturday or Sunday, State holiday or days during which the school district administration is closed. Filings shall be at the office of the Director of Procurement & Logistic Operations, 7720 West Oakland Park Boulevard, Suite 323, Sunrise, Florida 33351.

Any person who files an action protesting an intended decision shall post with the School Board, at the time of filing the formal written protest, a bond, payable to The School Board of Broward County, Florida, (SBBC), in an amount equal to one percent (1%) of the estimated value of the contract. The estimated contract amount is not subject to protest pursuant to Section 120.57(3), Florida Statutes.

Failure to file a protest within the time prescribed in Section 120.57(3), Florida Statutes, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.

Sincerely,

Thais Souza
Purchasing Agent IV
Email contact: tsouza@browardschools.com

Status: ADDED ITEM

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

2026-10-13	Regular School Board Meeting
CATEGORY:	O. Operations
DEPARTMENT:	Procurement & Logistics Operations

Agenda Item Number:	13.
Consent Item:	Consent
Special Order:	NO
Time for Special Order:	

TITLE:

RFP-FY23-277 – Janitorial Support Services
ADDED

REQUESTED ACTION:

Approve the First Amendment to the Agreements between The School Board of Broward County, Florida (SBBC), and the following three Vendors: 1) Amer-Plus Janitorial Maintenance, LLC; 2) Crestwood Services, Inc. d/b/a Total Cleaning Encompass Onsite, LLC; 3) J and A Cleaning Company, LLC, with budget authority in the amount of $282,180. District-wide

RATIONALE:

For the Requested Actions, Background/History, Alignment to the 2027 Goals and Guardrails, Measurable Outcome(s)/Return on Investment, and Financial Impact, please see the Executive Summary.
The First Amendments have been reviewed and approved as to form and legal content by the Office of the General Counsel.

EXHIBITS:

- Executive Summary
- Financial Analysis Worksheet
- Original Agreements
- First Amendments-3
- Renewal Letters-3
- Evaluations-2

FINANCIAL IMPACT:

$282,180. The funds will come from individual schools and the Physical Plant Operations 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

Omar Shim, Chief Financial Officer - Task Assigned

Signature

Omar Shim, Chief Financial Officer - Task Assigned Sep 29,

Electronic Signature
Form $4189 Revised 9/26
HH/JJS

Approved in Open Board Meeting On: October 13, 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

RFP-FY23-277 – Janitorial Support Services

Board Meeting Date: October 13, 2026

Requested Action:
Approve the First Amendment to the Agreements between The School Board of Broward County, Florida (SBBC), and the following three Vendors: 1) Amer-Plus Janitorial Maintenance, LLC; 2) Crestwood Services, Inc. d/b/a Total Cleaning Encompass Onsite, LLC; 3) J and A Cleaning Company, LLC, with budget authority in the amount of $282,180.

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. Routine cleaning of occupied facilities is required under the State Requirements for Educational Facilities (SREF), Chapter 5, 2014 Edition.
If the School Board votes "Yes"	• SBBC will have access to a pool of qualified vendors to provide janitorial supplemental services as needed, to preserve and maintain a clean and sanitary environment.
If the School Board votes "No"	• SBBC will not have the ability to support schools' supplemental custodial needs when significant vacancies occur. Additionally, unsanitary conditions may develop due to the buildup of trash, dust, dirt, spills, and debris. An increased risk of illness can occur when high-tough surfaces, restrooms, classrooms, offices, and common areas are not properly cleaned and disinfected. Unpleasant odors may result from overflowing trash, unclean restrooms, food waste, or neglected common areas.
Alignment to the 2027 Strategic Goals and Guardrails	• Business Operations
Measurable Outcome(s)/Return on Investment	• The use of these services contributes directly to maintaining a healthy learning and working environment for all District students and employees. • Clean indoor environments improve occupant comfort and contribute to less sick days.

Background/History
Back to the Moon, Inc. d/b/a Stratus Building of Miami, Encompass Onsite, LLC, Janitorial 5 Star Services, LLC, and P.C.S Professional Cleaning Services Corporation did not respond to the District's renewal requests and, therefore, will not be renewed.

This bid will be used by the Physical Plant Operations Department to purchase supplemental Janitorial Services. District schools, centers, colleges, and administrative offices will have access to outside vendors to provide cleaning services on a temporary, sporadic, and/or emergency basis to preserve and maintain a clean and sanitary environment for the students, teachers, and employees of the School Board of Broward County, Florida.

Agreement Terms and Financial Impact

The following information provides a detailed summary of the contract agreement summary, financial impact of this item, including funding allocation, budget authority, fiscal year expenditures, and any current or future financial obligations.

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

Agreement Term:	Original Agreement: November 8, 2023, through November 7, 2026, with two additional one-year renewal periods and, if needed, six months beyond expiration of the final renewal period. First Renewal Term: November 8, 2026, through November 7, 2027; Emerging/Small/Minority/Veteran/Women Business Enterprise Vendor(s): Amer-Plus Janitorial Maintenance, LLC; J and A Cleaning Company, LLC.
Multi-Year Agreement:	Yes. There is a cost savings for operational efficiency achieved by this multi-year Agreement. A new bid will yield higher prices, based on the current market conditions.
Procurement Method:	**Piggyback Agreement** (Yes/No): No **Acquisition Method**: Pursuant to Purchasing Policy 3800 and Rule 6A-1.012(7). 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-FY23-277_JanitorialSupportServices.pdf

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

Budget Impact Summary Statement:
1. Approval of this item will result in a total financial impact to the District of $282,180.
2. The funds will come from individual schools and the Physical Plant Operations Budget.

New / Current Requested Agreement Authority		
Agreement Authority Terms	**Length of Agreement Terms**	**Total Agreement Amount**
11/8/2026 - 11/7/2027	12 months	$282,180

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 - PPO Operating Budget	$188,120	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 - PPO Operating Budget	$94,060

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 disinfected surfaces. These services are essential to minimizing the risk of illness from contact with high-tough surfaces, restrooms, classrooms, offices, and other common areas.
School Selection /Prioritization	Schools and facilities will have access to a pool of qualified vendors to provide janitorial supplemental services as needed, to preserve and maintain a clean and sanitary environment.
Community/ Stakeholder Engagement	Not Applicable
End-User Input	Not Applicable
Technology/Capital Expected Lifecycle/Replacement Cycle	Not Applicable

Additional Backup:
Exhibit A: Financial Analysis Worksheet
Exhibit B: Original Agreements-3
Exhibit C: First Amendments-3
Exhibit D: Renewal Letters-3
Exhibit E: Evaluations-2

PROCUREMENT & LOGISTIC OPERATIONS

BROWARD COUNTRY PUBIC SCHOOLS

FINANCIAL ANALYSIS WORKSHEET

BID INFORMATION			
New Bid # (Ex: 10-004R):		**Preparation Date:**	September 11, 2026
Previous Bid # (Ex: 10-004R):	FY23-277	**Buyer/PA:**	EDGAR LUGO
New Bid Award Total:	$2,982,180	**Bid Title:**	JANITORIAL SUPPORT SERVICES
Previous Award Total:	$2,700,000		
Bid Type:	INCREASE TO BID		
Previous Bid Term (Start Date):	11/8/2023	**New Bid Term (In Months):**	12
Previous Bid Term (End Date):	11/7/2026	**# of Months Into Bid:**	34

SPEND REPORTING	
Purchase Order(s) Spend:	$799,509
P Card Purchases:	$0
Total Invoiced-to-Date Amount (PO + Pcard Purchases):	**$799,509**
Average Monthly Expenditure:	$23,515
Unused Authorized Spending:	**$1,900,491**
Est. Forecasted Spend (For Entire Bid Term):	

VENDOR INFORMATION			
Awarded Vendors:	**Certification Type:**	**Ethnicity / Gender:**	**Spend:**
145045-J AND A CLEANING COMPANY LLC	N/A		$ 522,834
139771-CRESTWOOD SERVICES INC DBA A&S TOTA	N/A		$ 276,676
	PO VENDOR SPEND:		**$ 799,509**
	P-CARD SPEND:		**$ -**
	TOTAL SPEND:		**$ 799,509**

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 1340096080	**Name** (First & Last)	Mark D. Dorsett
Fund	1000	**Title**	Chief Facilities Officer, Task Assigned
Functional Area	7901000000000000	**Department/School Name**	Physical Plant Operations
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:**	**9/13/2026**

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

Procurement & Warehousing Services
Mary C. Coker, Director
7720 West Oakland Park Boulevard
Sunrise, Florida 33351
phone: 754-321-0505 • fax: 754-321-0936
mary.coker@browardschools.com
www.browardschools.com/PWS

The School Board of Broward County, Florida

Lori Alhadeff, Chair
Debra Hixon, Vice Chair

Torey Alston
Brenda Fam, Esq.
Dr. Jeff Holness
Sarah Leonardi
Nora Rupert
Dr. Allen Zeman

Dr. Peter B. Licata
Superintendent of Schools

November 28, 2023

Stephanie Cetoute, Managing Director
Amer-Plus Janitorial Maintenance LLC
2598 East Sunrise Boulevard
Fort Lauderdale, Florida 33304

RE: RFP-FY23-277 - Janitorial Support Services

To Whom It May Concern:

Attached is the executed Agreement between The School Board of Broward County, Florida, and Amer-Plus Janitorial Maintenance LLC. This is the result of the School Board's approval on November 8, 2023, for Item OO-18. Full details are outlined in the Agreement.

Sincerely,

Mary Catherine Coker, Director
Procurement & Warehousing Services

MCC: bm
Attachment(s)

cc: Thais Souza, Purchasing Agent III
Alison Witoshynsky, Executive Director, Physical Plant Operations
Annmarie Richards, Coordinator, Economic Development & Diversity Compliance

Status: ADDED ITEM

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-17.
Consent or Open Item:	Open
Special Order:	NO
Time for Special Order:	

TITLE:

RFP-FY23-277 - Janitorial Support Services
ADDED

REQUESTED ACTION:

Approve the Agreements for the Request for Proposal (RFP); Contract Term: November 8, 2023 through November 7, 2026, with an option for two additional one-year renewal periods; Award Amount: $2,700,000; Awarded Vendor(s): Seven, See Executive Summary; Small/Minority/Women Business Enterprise Vendor(s): Amer-Plus Janitorial Maintenance, LLC; J and A Cleaning Company, LLC; Janitorial 5 Star Services, LLC; P.C.S. Professional Cleaning Services Corporation; 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.
These Agreements have been reviewed and approved as to form and legal consent by the Office of the General Counsel.

EXHIBITS:

Executive Summary
Financial Analysis Worksheet
Agreements-7-ONLINE
Award Recommendation

FINANCIAL IMPACT:

$2,700,000 from individual school operating budgets and the Physical Plant Operations department operating budget.

STRATEGIC PLAN ALIGNMENT:

Student Focus Outcomes

OR • **Business Operations**

BOARD ACTION:

(For Official School Board Records Only)

APPROVED

SOURCE OF ADDITIONAL INFORMATION

Name:	Judith M. Marte	Phone:	754-321-2611
Name:	Debora Czubkowski	Phone:	754-321-2659

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 Wadeff
School Board Chair

AGREEMENT

THIS AGREEMENT is made and entered into by and between:

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
(hereinafter referred to as "SBBC"),
a body corporate and political subdivision of the State of Florida,
whose principal place of business is
600 Southeast Third Avenue, Fort Lauderdale, Florida 33301

and

AMER-PLUS JANITORIAL MAINTENANCE LLC.
(hereinafter referred to as "VENDOR"),
whose principal place of business is
20340 NE 15th Court, Miami, Florida 33179

WHEREAS, SBBC issued a Request for Proposal identified as RFP FY23-277 – Janitorial Supplemental Services dated May 19, 2023, and amended by Addendum No. 4, dated July 10, 2023, Addendum No. 3, dated June 13, 2023, Addendum No. 2, dated June 12, 2023, and Addendum No. 1, dated May 23, 2023 (hereinafter "RFP"); all of which are incorporated by reference herein, for the purpose of receiving proposals for Janitorial Supplemental Services; and

WHEREAS, VENDOR offered a proposal dated July 11, 2023, in response to the RFP (hereinafter "Proposal") incorporated herein by reference.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

ARTICLE 1 - RECITALS

1.01 **Recitals**. The parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.

ARTICLE 2 – SPECIAL CONDITIONS

2.01 **Term of Agreement**. The term of this Agreement shall be for three (3) years commencing on November 8, 2023 (the "Effective Date") and ending on November 7, 2026, unless terminated earlier pursuant to section 3.05 of this Agreement. The term of the Agreement may, by mutual agreement between SBBC and VENDOR, be extended for two (2) additional, one (1) year terms and, if needed, 180 days beyond the expiration date of the final one (1) year renewal period. SBBC's Procurement & Warehousing Services Department, will, if considering renewing, request a letter consenting to renewal from VENDOR, prior to the end of the term. Any renewal period shall be approved by a written Amendment to this Agreement that is approved and executed by both parties.

2.02 **Description of Services Provided**. VENDOR shall provide SBBC with the Scope of Services, Janitorial Cleaning Services and Conditions in its Proposal and in compliance with this Agreement, the RFP and its Addenda, and as specified in **Attachment A** – Scope of Services, Janitorial Cleaning Services and Conditions.

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. 4, then;
Third:	Addendum No. 3, then;
Fourth:	Addendum No. 2, then;
Fifth:	Addendum No. 1, then;
Sixth:	RFP FY23-277 – Janitorial Supplemental Services, then;
Seventh:	Proposal submitted in response to the RFP by VENDOR.

2.04 **School Board Responsibilities**.

(a) SBBC shall provide access to site locations within Broward County, Florida.

(b) SBBC shall provide reasonable storage space(s) for VENDOR at the site location(s) to use that will be necessary for the performance of the services required herein. SBBC shall have access to these spaces for the purpose of inspection for compliance with fire, health, and any other applicable and OSHA regulations. The use of such spaces shall be the responsibility of VENDOR and any damage to property, theft of property, or injury to persons resulting from the use of such rooms shall be the liability of the VENDOR. SBBC will not be responsible in any way for the VENDOR's supplies, equipment, materials, or personal belongings that may be damaged by fire, theft, accident, or any other incident.

(c) SBBC shall supply to VENDOR with light, power, hot and cold water as may be required for the cleaning of premises under the terms of this contract.

(d) All cleaning supplies, materials, equipment and appropriate Material Safety Data Sheets (MSDS) will be furnished by SBBC to VENDOR upon request. If cleaning supplies and materials are running low in stock, VENDOR should notify the site's Custodial Supervisor for replacement items.

(e) Each location will designate a location-based representative to inspect and supervise work and monitor VENDOR's performance.

(f) SBBC site location shall authorize payment of invoices for satisfactory work performed.

2.05 **VENDOR's Responsibilities and Technical Specifications**.

(a) Hours of Service: All janitorial services will be required to be performed as described under types of services (Routine/Priority). Breaks during working hours will be provided in accordance with applicable laws and statutes. SBBC site location may require the VENDOR to alter work days or work hours in order to meet special SBBC location or building

schedule requirements. These services shall involve no additional cost to the School Board, as described under Routine/Priority types of services. The District observes the following holidays: Christmas Eve, Christmas Day, New Year's Eve, New Year's Day, Thanksgiving Day, 4th of July, Memorial Day and Labor Day.

(b) VENDOR shall provide all cleaning services as stated in **Attachment A** of this Agreement. For timekeeping purposes, VENDOR's staff shall clock-in and clock-out using the Kronos Timekeeping System or some type of timekeeping mechanism at the site location. If the site location does not have the Kronos system, then VENDOR's staff clock-in and clock-out times will have to be manually recorded and signed off by the school-based Head Facilities Service Person (HFSP)/ Assistant Head Facilities Service Person (AHFSP) at that site location. It is also the responsibility of the VENDOR to keep accurate clock-in and clock-out times for their own staff working at the site location.

(c) Communications. VENDOR must be able to respond to service requests as described in Section 2.05(l). VENDOR must provide a method to receive service request calls from SBBC, seven (7) days per week and twenty-four (24) hours per day.

(d) Employees. All VENDOR's employees must be eighteen (18) years of age or older. No minors will be allowed to work under this contract. No minor children of the VENDOR's employees are allowed on School Board property during work time. VENDOR shall follow all labor laws for the State of Florida and OSHA requirements.

(e) Appearance. VENDOR's personnel shall present a professional appearance, neat, clean, well-groomed, courteous, properly uniformed, and conduct themselves in a respectable manner, in the performance of their duties, while on SBBC property. VENDOR's personnel shall wear an appropriate uniform and always be identified with an SBBC Photo ID badge at all times in accordance with the Photo Identification Badge requirements of the RFP. SBBC shall be furnished with a list of personnel assigned to this contract. VENDOR shall be responsible for keeping this personnel list up-to-date.

(f) Training and Personnel. VENDOR shall provide formal on-the-job training and conduct meetings with the VENDOR's employees on the VENDOR's own time. The school/District location served by the VENDOR must be advised in advance of the scheduled dates and times of these training sessions and may elect to attend. VENDOR shall provide previously trained and experienced housekeeping personnel for use on this contract.

(g) VENDOR's employees shall not open desk drawers or cabinets at any time. VENDOR's employees shall not look or read paperwork or articles on desks or tables.

(h) VENDOR's employees are not to use or tamper with office machines and equipment and SBBC employee's personal property at any time.

(i) VENDOR's employees are not to use SBBC telephones at any time. Employees may use their personal cell phones, if applicable, during break time only; not during worktime.

(j) VENDOR shall enforce strict discipline and good order among their employees. VENDOR shall exercise the necessary supervision and control to prevent their employees from

violating SBBC rules and regulations. VENDOR shall, upon notice given by SBBC, replace any employee(s) within twenty-four (24) hours with or without cause.

(k) Staffing. It shall be the responsibility of the VENDOR to provide the personnel and man-hours that are necessary to accomplish the requirements of this Agreement in its entirety, within the prescribed time and to the satisfaction of the SBBC representative.

1) If the VENDOR cannot accomplish the requirements of this Agreement with the number of personnel or man-hours, an SBBC representative or the site location may demand an increase in personnel and/or man-hours, until the requirement(s) are met.
2) VENDOR must keep an attendance record, as per section 2.05(b), that will be kept of all workers by date, name, time in, time out and hours worked at the SBBC location. This log should be kept on-site and available to the SBBC representative when requested.
3) VENDOR must keep, for each worker, a log of his or her work. The log will be a list of the regular duties as specified by the contract with blanks for time started and time finished. The object of the log shall be to give an accurate account of the time required to complete each task. The final form of the log to be used must meet the approval of the SBBC Custodial representative.

(l) Communications Skills: A minimum competency in the English language is essential to permit discussion of SBBC's concerns and requirements, to understand the proper use of cleaning chemicals, and to understand vital instructions in emergency and non-emergency situations. VENDOR must have staff available, as needed, to sufficiently read and write the English language.

(m) Security Rules. VENDOR shall follow all security rules as provided by SBBC. (Refer to Section 2.05(b)). Below is a list of general security rules which is not all-inclusive; additional security rules will be provided by SBBC to VENDOR.

1) No visitors are permitted within the perimeter of the buildings under contract.
2) No unauthorized personnel are to accompany the contractor's employees to work.
3) After cleaning, the building will be locked unless otherwise specified by SBBC representative.
4) No unauthorized use of school telephones except for emergency cases only. Emergency calls can be made by dialing 911.
5) All suspicious persons and situations (i.e. suspicious packages, alarm problems or other safety-related details) SHALL be reported immediately to SBBC's Security Personnel.
6) VENDOR's staff are to promptly notify an SBBC representative at each location of irregularities, i.e., defective plumbing, lights out, etc.
7) No smoking is permitted any time inside buildings. No possession or consumption of intoxicating beverages or illegal drugs or intoxicating quantities of unprescribed legal drugs are permitted on School Board

property. No firearms or dangerous weapons are allowed on School Board property.

2.06 **Cost and Payment**.

(a) Cost: The costs to SBBC for services that VENDOR must satisfactorily render under this Agreement are as follows:

Item #	Janitorial Service	Estimated Hours per Person	Response Level	Hourly Rate
1.	Weekdays, Monday – Fridays 5:00 am – 12:00 am	80 hours of service or more	Over 24 hours	**$26.15**
Hourly Rate: Twenty-Six Dollars and .15/100 Cents per hour ($26.15)				
2.	Weekdays, Monday – Fridays 5:00 am – 12:00 am	80 hours of service or more	Less than 24 hours	**$28.33**
Hourly Rate: Twenty-Eight Dollars and .33/100 Cents per hour ($28.33)				
3.	Weekdays, Monday – Fridays 5:00 am – 12:00 am	Less than 80 hours of service	Over 24 hours	**$24.29**
Hourly Rate: Twenty-Four Dollars and .29/100 Cents per hour ($24.29)				
4.	Weekdays, Monday – Fridays 5:00 am – 12:00 am	Less than 80 hours of service	Less than 24 hours	**$25.19**
Hourly Rate: Twenty-Five Dollars and .19/100 Cents per hour ($25.19)				
5.	Weekends – Saturday 5:00 am – Sunday 12:00 am	43 hours or less	Over 24 hours	**$29.31**
Hourly Rate: Twenty-Nine Dollars and .31/100 Cents per hour ($29.31)				
6.	Weekends – Saturday 5:00 am – Sunday 12:00 am	43 hours or less	Less than 24 hours	**$30.91**
Hourly Rate: Thirty Dollars and .91/100 Cents per hour ($30.91)				

(b) Payments.

1) The requesting location shall request a price quote from VENDOR, with the same quote being based upon the costs listed in section 2.06(a), that shall be used to create a valid requisition.

2) SBBC will appropriately issue Purchase Orders ("PO") under this Agreement. VENDOR shall not construe an issuance of a PO as authority to commence the Services under this Agreement. SBBC will notify VENDOR when services may commence at the site location.

3) Any service provided prior to the receipt of the Purchase Order (PO) is at the full risk of the seller. SBBC is not responsible for the payment of any service or product before issuing the corresponding PO.

4) VENDOR shall submit proper and appropriate invoices, which shall include the purchase order number, in the format as prescribed by SBBC. VENDOR shall include any other information on the invoice required under this Agreement and any other additional information required by SBBC.

5) VENDOR shall submit all invoices via email to SBBC requisitioner's identified point of contact, and directly to BCPS's Accounts Payable Department via email at FRDAPHELP@browardschools.com/ or to the following mailing 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

6) The respective district location, through accounts payable, shall pay all proper and appropriate VENDOR invoices within thirty (7) calendar days after receipt of the same invoice. VENDOR is a certified Small/Minority/Women Business Enterprise (SMWBE) vendor with SBBC.

7) VENDOR shall seek all payment from the respective district location that created the valid requisition.

8) The costs within VENDOR's weekly invoices shall not exceed the total amount as stated on the POs that SBBC issues under this Agreement. VENDOR may offer, at any time to SBBC, a special educational discount for pricing and/or reduce the cost of services during the term of this Agreement. VENDOR may invoice SBBC at an hourly rate less than its original bid price at any time during the term of this Agreement.

9) Florida statute prohibits advance payment for services received. Invoices will be processed after the performance of the service.

2.07 **No Disclosure of SBBC Education Records**. SBBC shall not disclose any education records to VENDOR pursuant to this Agreement. However, should VENDOR come into contact with education records during the course of contracted responsibilities, these records are confidential and protected by the Family Educational Rights and Privacy Act (FERPA) and state laws and may not be used or re-disclosed. VENDOR's use or re-disclosure may violate applicable federal and state laws.

2.08 **VENDOR Safeguarding Confidentiality of Education Records**.

(a) Notwithstanding any provision to the contrary within this Agreement, VENDOR shall:

1) fully comply with the requirements of Sections 1002.22, 1002.221, and 1002.222, Florida Statutes; the Family Educational Rights and Privacy Act, 20 U.S.C § 1232g (FERPA) and its implementing regulations (34 C.F.R. Part 99), and any other state or federal law or regulation regarding the confidentiality of student information and records;

2) hold any education records in strict confidence and not use or redisclose same except as required by this Agreement or as required or permitted by law

unless the parent of each student or a student age 18 years or older whose education records are to be shared provides prior written consent for their release;

3) ensure that, at all times, all of its employees who have access to any education records during the term of their employment shall abide strictly by its obligations under this Agreement, and that access to education records is limited only to its employees that require the information to carry out the responsibilities under this Agreement and shall provide said list of employees to SBBC upon request;

4) safeguard each education record through administrative, physical and technological safety standards to ensure that adequate controls are in place to protect the education records and information in accordance with FERPA's privacy requirements;

5) notify SBBC immediately upon discovery of a breach of confidentiality of education records by telephone at 754-321-0300 (Manager, Information Security), and 754-321-1900 (Privacy Officer), and email at privacy@browardschools.com, and take all necessary notification steps as may be required by federal and Florida law, including, but not limited to, those required by Section 501.171, Florida Statutes;

6) 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;

7) be responsible for any fines or penalties for failure to meet breach notice requirements pursuant to federal and/or Florida law

2.09 **Inspection of VENDOR's Records by SBBC**. VENDOR shall establish and maintain books, records, and documents (including electronic storage media) sufficient to reflect all income and expenditures of funds provided by SBBC under this Agreement. All VENDOR's applicable records, regardless of the form in which they are kept, shall be open to inspection and subject to audit, inspection, examination, evaluation, and reproduction, during normal working hours, by SBBC's agent or its authorized representative to permit SBBC to evaluate, analyze, and verify the satisfactory performance of the terms and conditions of this Agreement and to evaluate, analyze, and verify the applicable business records of VENDOR directly relating to this Agreement in order to verify the accuracy of invoices provided to SBBC. Such audit shall be no more than one (1) time per calendar year.

(a) Duration of Right to Inspect. For the purpose of such audits, inspections, examinations, evaluations, and reproductions, SBBC's agent or authorized representative shall have access to VENDOR's records from the Effective Date of this Agreement, for the duration of the term of this Agreement, and until the later of five (5) years after the termination of this Agreement or five (5) years after the date of final payment by SBBC to VENDOR pursuant to this Agreement.

(b) Notice of Inspection. SBBC's agent or its authorized representative shall provide VENDOR reasonable advance written notice [not to exceed two (2) weeks] of any intended audit, inspection, examination, evaluation, and reproduction.

(c) Audit Site Conditions. SBBC's agent or its authorized representative shall have reasonable access to VENDOR's facilities and to any and all records related to this Agreement, and shall be provided adequate and appropriate work space in order to exercise the rights permitted under this section.

(d) Failure to Permit Inspection. Failure by VENDOR to permit audit, inspection, examination, evaluation, and reproduction as permitted under this section constitutes grounds for termination of this Agreement by SBBC for cause and are grounds for SBBC's denial of some or all of any VENDOR's claims for payment.

(e) Overcharges and Unauthorized Charges. If an audit conducted in accordance with this section discloses overcharges or unauthorized charges to SBBC by VENDOR in excess of two percent (2%) of the total billings under this Agreement, the actual cost of SBBC's audit shall be paid by VENDOR. If the audit discloses billings or charges to which VENDOR is not contractually entitled, VENDOR shall pay said sum to SBBC within twenty (20) calendar days of receipt of written demand.

(f) Inspection of Subcontractor's Records. If applicable, VENDOR shall require any and all subcontractors, insurance agents, and material suppliers (hereafter referred to as "Payees") providing services or goods with regard to this Agreement to comply with the requirements of this section by insertion of such requirements in any written subcontract. Failure by VENDOR to include such requirements in any subcontract constitutes grounds for termination of this Agreement by SBBC for cause and are grounds for the exclusion of some or all of any Payees' costs from amounts payable by SBBC to VENDOR pursuant to this Agreement and such excluded costs shall become the liability of VENDOR.

(g) Inspector General Audits. VENDOR shall comply and cooperate immediately with any inspections, reviews, investigations, or audits deemed necessary by the Florida Office of the Inspector General or by any other state or federal officials.

2.10 **Notice**. When any of the parties desire to give notice to the other, such notice must be in writing, sent by U.S. Mail, postage prepaid, addressed to the party for whom it is intended at the place last specified; the place for giving notice shall remain such until it is changed by written notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving notice:

To SBBC:	Superintendent of Schools The School Board of Broward County, Florida 600 Southeast Third Avenue Fort Lauderdale, Florida 33301
With a Copy to:	Executive Director, Physical Plant Operations The School Board of Broward County, Florida 3810 NW 10th Avenue Fort Lauderdale, Florida 33309

To VENDOR: Stephanie Cetoute, Managing Director
Amer-Plus Janitorial Maintenance LLC
2598 E. Sunrise Boulevard
Fort Lauderdale, Florida 33304
Email: scetoute@amerpluscleaning.com

With a Copy to: Lumodeste Cetoute, Director of Operations
Amer-Plus Janitorial Maintenance LLC
1265 NE 203rd Street
Miami, Florida 33179
Email: lcetoute@amerpluscleaning.com

2.11 **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.

2.12 **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.

2.13 **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.

2.14 **Liability.** This section survives the termination of all performance or obligations under this Agreement and is fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

(a) By SBBC. SBBC agrees to be fully responsible up to the limits of Section 768.28, Florida Statutes, for its acts of negligence, or its employees' acts of negligence when acting within the scope of their employment and agrees to be liable, up to the limits of Section 768.28, Florida Statutes, for any damages resulting from said negligence.

(b) By VENDOR. VENDOR agrees to indemnify, hold harmless and defend SBBC, its agents, servants and employees from any and all claims, judgments, costs, and expenses including, but not limited to, reasonable attorney's fees, reasonable investigative and discovery costs, court costs, and all other sums which SBBC, its agents, servants, and employees may pay or become obligated to pay on account of any, all and every claim or demand, or assertion of liability, or any claim or action founded thereon, arising or alleged to have arisen out of or due to the products, goods, or services furnished by VENDOR, its agents, servants, or employees; the equipment of VENDOR, its agents, servants, or employees while such equipment is on premises owned or controlled by SBBC; or the negligence of VENDOR or the negligence of VENDOR's agents when acting within the scope of their employment, whether such claims, judgments, costs,

and expenses are for damages, damage to property including SBBC's property, and injury or death of any person whether employed by VENDOR, SBBC, or otherwise.

2.15 **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.

(f) Verification of Coverage. Proof of insurance must be submitted to the insurance tracking system within fifteen (15) days of this notification. You will receive a system-generated email within three (3) business days of this letter with insurance requirements and a unique link to upload your certificate of insurance (located at the bottom of the email as a blue box labeled "Upload COI"). **YOU MUST RECEIVE A NOTICE OF COMPLIANCE.**

- New vendors will receive an email notification requesting account verification and insurance agent information.
- Existing vendors will receive an email notification of their current status.

(g) Required Conditions. Liability policies must include the following terms on the Certificate of Insurance:

1) The School Board of Broward County, Florida, its members, officers, employees, and agents are added as additional insureds.

2) All liability policies are primary of all other valid and collectible coverage maintained by The School Board of Broward County, Florida.

3) **Certificate Holder: The School Board of Broward County, Florida, 600 SE 3rd Avenue, Fort Lauderdale, Florida 33301**

(h) Cancellation of Insurance. VENDOR is prohibited from providing services under this Agreement with SBBC without first obtaining the minimum required insurance coverage and must notify SBBC within two (2) business days if required insurance is canceled.

(i) SBBC reserves the right to review, reject, or accept any required policies of insurance, including limits, coverages, or endorsements herein throughout the term of this Agreement.

2.16 **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 is considered a material breach of this Agreement and may result in termination of this Agreement, disqualification of the company from participating in SBBC Agreements, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third-party.

2.17 **Annual Appropriation.** SBBC's performance and obligations under this Agreement is contingent upon an annual budgetary appropriation by its governing body. If SBBC does not allocate funds for the payment of services or products to be provided under this Agreement, this Agreement may be terminated by SBBC at the end of the period for which funds have been allocated. SBBC shall notify the other party at the earliest possible time before such termination. No penalty accrues to SBBC if this provision is exercised, and SBBC is not obligated or liable for any future payments due or any damages as a result of termination under this section.

2.18 **Excess Funds.** Any party receiving funds paid by SBBC under this Agreement agrees to promptly notify SBBC of any funds erroneously received from SBBC upon the discovery of such erroneous payment or overpayment. Any such excess funds shall be refunded to SBBC, together with any applicable statutory interest.

2.19 **Proprietary Information.**

(a) Any documents or materials submitted to SBBC shall be open for inspection by any person in accordance with Section 119.07, Florida Statutes, except as otherwise exempted from disclosure by applicable law. A party contracting with SBBC must clearly mark, label, designate, or identify any portions of any documents or materials it provides to SBBC which are claimed to be confidential and exempt from public inspection, provided that the confidential or exempt portions of such documents or materials are clearly marked with specific citations of law that provide the asserted confidentiality or exemption. A contracting party's failure to identify any confidential or exempt portions of documents or materials or to specify the law establishing their confidential or exempt status is a waiver of confidential or exempt status for any such unidentified or unsupported portions of any documents or materials.

(b) If SBBC receives a public record request for documents or materials in its custody under this Agreement which have been properly marked as confidential or exempt, SBBC will notify the contracting party of the public records request. The notice shall state that the requested materials will be produced by SBBC to the requesting party within ten (10) calendar days of the date of the written notification, unless the contracting party has initiated an action at its sole cost and expense in a court of competent jurisdiction to preclude the release of the requested materials. The contracting party shall name the party requesting the documents or materials as a defendant and will not name SBBC as a party to the action, but will provide SBBC with notice of such proceedings. The contracting party agrees to indemnify SBBC for any costs, expenses, and attorney's fees SBBC may incur with regard to any legal proceedings and judgments that may arise from the request for the contracting party's public records that are subject to claims of confidential or exempt status. A failure to timely initiate the legal action required by this paragraph is a waiver of any claim that the requested information is confidential and exempt from public disclosure. The contracting party waives any cause of action against SBBC for the release of materials pursuant to a public records request except for any claims based upon the intentional or grossly negligent conduct of any employee of SBBC.

2.20 **Incorporation by Reference**. **Attachment A** attached hereto and referenced herein are incorporated into this Agreement by reference.

ARTICLE 3 – GENERAL CONDITIONS

3.01 **No Waiver of Sovereign Immunity**. Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable or of any rights or limits to liability existing under Section 768.28, Florida Statutes. This section survives the termination of all performance or obligations under this Agreement and is fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

3.02 **No Third-Party Beneficiaries**. The parties expressly acknowledge that it is not their intent to create or confer any rights or obligations under this Agreement in or upon any third person or entity. None of the parties intend to directly or substantially benefit a third-party by this Agreement. The parties agree that there are no third-party beneficiaries to this Agreement and that no third-party is entitled to assert a claim against any of the parties based upon this Agreement. Nothing herein shall be construed as consent by an agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of any Agreement.

3.03 **Independent Contractor**. The parties to this Agreement are acting in the capacity of independent contractors and not as an officer, employee, or agent of one another. Neither party or its respective agents, employees, subcontractors, or assignees shall represent to others that it has the authority to bind the other party unless specifically authorized in writing to do so. No right to SBBC retirement, leave benefits, or any other benefits of SBBC employees exists as a result of the performance of any duties or responsibilities under this Agreement. SBBC is not responsible for Social Security, withholding taxes, contributions to unemployment compensation funds or insurance for the other party or the other party's officers, employees, agents, subcontractors, or assignees.

3.04 **Default**. The parties agree that, if either party is in default of its obligations under this Agreement, the non-defaulting party shall provide to the defaulting party (30) calendar days' written notice to cure the default. However, if said default cannot be cured within said thirty (30) calendar day period and the defaulting party is diligently attempting in good faith to cure same, the time period will be reasonably extended to allow the defaulting party additional cure time. Upon the occurrence of a default that is not cured during the applicable cure period, this Agreement may be terminated by the non-defaulting party upon thirty (30) calendar days' notice. This remedy is not intended to be exclusive of any other remedy, and each and every such remedy is cumulative and in addition to every other remedy now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder precludes any other or future exercise thereof. Nothing in this section shall be construed to preclude termination for convenience pursuant to section 3.05.

3.05 **Termination**. This Agreement may be terminated with or without cause by SBBC during the term hereof upon thirty (30) calendar days' written notice to the other parties of its desire to terminate this Agreement. In the event of such termination, SBBC is entitled to a *pro rata* refund of any pre-paid amounts for any services scheduled to be delivered after the effective date of such termination. SBBC has no liability for any property left on SBBC's property by any party to this Agreement after the termination of this Agreement. Any party contracting with SBBC under this Agreement agrees that any of its property placed upon SBBC's facilities pursuant to this Agreement shall be removed within ten (10) business days following the termination, conclusion, or cancellation of this Agreement and that any such property remaining upon SBBC's facilities after that time shall be deemed to be abandoned, that title to such property shall pass to SBBC, and that SBBC may use or dispose of such property as SBBC deems fit and appropriate.

3.06 **Compliance with Laws**. Each party shall comply with all applicable federal, state and local laws, SBBC policies, codes, rules, and regulations in performing its duties, responsibilities, and obligations pursuant to this Agreement.

3.07 **Place of Performance**. All of SBBC's obligations under the terms of this Agreement are reasonably susceptible of being performed in Broward County, Florida and are payable and performable in Broward County, Florida.

3.08 **Governing Law and Venue**. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any disputes, controversies, or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted exclusively to the jurisdiction of the State courts of the Seventeenth Judicial Circuit of Broward County, Florida or

to the jurisdiction of the United States District Court for the Southern District of Florida. Each party agrees and admits that the state courts of the Seventeenth Judicial Circuit of Broward County, Florida or the United States District Court for the Southern District of Florida has jurisdiction over it for any dispute arising under this Agreement.

3.09 **Entirety of Agreement**. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof is predicated upon any prior representations or agreements, whether oral or written.

3.10 **Binding Effect**. This Agreement is binding upon and inures to the benefit of the parties hereto and their respective successors and assigns.

3.11 **Assignment**. Neither this Agreement nor any interest herein may be assigned, transferred, or encumbered by any party without the prior written consent of the other party. There shall be no partial assignment of interests under this Agreement including, without limitation, the partial assignment of any right to receive payments from SBBC.

3.12 **Captions**. The captions, section designations, section numbers, article numbers, titles, and headings appearing in this Agreement are inserted only as a matter of convenience, have no substantive meaning, and in no way define, limit, construe, or describe the scope or intent of such articles or sections of this Agreement, nor in any way affect this Agreement and shall not be construed to create a conflict with the provisions of this Agreement.

3.13 **Severability**. If any one or more of the sections, paragraphs, sentences, clauses, or provisions contained in this Agreement is held by a court of competent jurisdiction to be invalid, illegal, unlawful, unenforceable, or void in any respect, such does not affect the remaining portions of this Agreement and the same remain in full force and effect as if such invalid, illegal, unlawful, unenforceable, or void sections, paragraphs, sentences, clauses, or provisions had never been included.

3.14 **Preparation of Agreement**. The parties acknowledge that they have sought and obtained whatever competent advice and counsel necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to herein expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

3.15 **Amendments**. No modification, amendment, or alteration in the terms or conditions contained herein is effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by each party hereto.

3.16 **Waiver**. The parties agree that each requirement, duty and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. Any party's failure to enforce any provision of this Agreement is not a waiver of such provision or modification of this Agreement unless the waiver is in writing and

signed by the party waiving such provision. A written waiver is only effective as to the specific instance for which it is obtained and is not a continuing or future waiver.

3.17 **Force Majeure**. Neither party is obligated to perform any duty, requirement, or obligation under this Agreement if such performance is prevented by fire, hurricane, earthquake, explosion, wars, sabotage, accident, flood, acts of God, strikes, or other labor disputes, riot or civil commotions, epidemics, pandemics, government regulations, and the issuance or extension of existing government orders of the United States, the State of Florida, or local county and municipal governing bodies, or by reason of any other matter or condition beyond the control of either party, and which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall a lack of funds on the part of either party be deemed Force Majeure.

3.18 **Rights and Remedies.** The duties and obligations imposed by this Agreement and the rights and remedies available thereunder are in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

3.19 **Survival**. All representations and warranties made herein, indemnification obligations, obligations to reimburse SBBC, obligations to maintain and allow inspection and audit of records and property, obligations to maintain the confidentiality of records, reporting requirements, and obligations to return public funds survive the termination of this Agreement.

3.20 **Agreement Administration.** SBBC has delegated authority to the Superintendent of Schools or her/his designee to take any actions necessary to implement and administer this Agreement.

3.21 **Counterparts and Multiple Originals.** This Agreement may be executed in multiple originals, and may be executed in counterparts, each of which is an original, but all of which, taken together, shall constitute one and the same Agreement.

3.22 **Authority**. Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

[THIS SPACE INTENTIONALLY LEFT BLANK; SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the Effective Date.

FOR SBBC:

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

By: _____
Lori Alhadeff, Chair

ATTEST:

_____
Dr. Peter B. Licata
Superintendent of Schools

Approved as to Form and Legal Content:

_____
Office of the General Counsel

[THIS SPACE INTENTIONALLY LEFT BLANK; SIGNATURE PAGE FOLLOWS]

SCOPE OF WORK
JANITORIAL CLEANING SPECIFICATIONS AND CONDITIONS

1. **General Standards and Cleaning Specifications:**

1.1. **Intent**: It is the intent of SBBC that all premises be maintained at a high standard of cleanliness. These specifications are intended to indicate an acceptable level of service, cleaning and professionalism to be provided by VENDOR. Specifications set forth are meant to be general guidelines, they are not to be construed as complete. All items not specifically included, but found to be necessary to properly clean the buildings, shall be included as though written into these specifications.

1.2. **Clean:** The term "clean" shall mean the removal of trash, dirt, dust, lint, marks, stains, spots, odors, film, grease, etc. through the use of a cleaning agent and tools.

1.3 **Spot Clean/Mop**: The term "spot clean/mop" shall mean not to clean the entire surface; clean areas where needed.

1.4 **Safety:** VENDOR shall be responsible for instructing their employees in all safety measures. Custodians will not place or use mops, brooms, or any equipment in traffic areas or other locations in such a manner as to create safety hazards. All workers shall provide, place, and remove appropriate warning signs for wet or slippery floor areas caused by cleaning or floor finishing operations. General safety requirements shall be complied with in all activities under this contract.

1.5 **Restrooms Fixtures**: VENDOR shall clean with a germicidal detergent for all commodes, urinals, lavatories, shower areas, etc. Clean encrustation, stains, scale, deposits, and build-up inside and outside. All fixtures, faucets, and piping shall be rinsed and polished for a complete job. Clean all restroom dispensers, mirrors, partitions, doors, walls, vents, shelves, furniture, trim, etc., in all restrooms.

1.6 **Floor Maintenance**: General floor maintenance includes all carpeted and non-carpeted areas, stairs, stairwells, and doors to entrances. For all operations where furniture and equipment must be moved, no chairs, wastepaper baskets, or other similar items shall be stacked on desks, tables, or window sills. Upon completion of work, all furniture and equipment must be returned to its original position.

1.6.1 All floors shall be properly prepared to include, but not be limited to, the removal of visible dirt and debris; removal of wads of gum, tar and similar substances from the floor surface is required. On completion of the mopping and scrubbing, the floors shall be clean and free of dirt, water streaks, mop marks, string, etc., properly rinsed and dry-mopped to present an overall appearance of cleanliness. Wet mopping operations include the use of a cleaning substance. All surfaces shall be dry and corners and cracks clean after the wet mopping or scrubbing. When scrubbing is required, it shall be performed by machine or by hand with a brush.

1. **General Standards and Cleaning Specifications (continued):**

1.6 **Floor Maintenance** (continued):

1.6.2 All tools and equipment shall be maintained in clean condition at all times and neatly stored in the assigned storage areas.

1.6.3 Baseboards, walls, stair risers, furniture, and equipment shall in no way be splashed, disfigured, or damaged during these operations.

1.6.4 Proper precautions shall be taken to advise building occupants of wet and/or slippery floor conditions, this applies during inclement weather as well as during cleaning operations. All waxed surfaces must be maintained in order to provide safe anti slip walking conditions.

1.6.5 After vacuuming operations, all carpeted areas shall be free of dust and debris, and no dirt and trash shall be left in corners, under furniture, or behind doors. Vacuuming equipment shall be the type that "agitates" the carpet in some manner to aid in the extraction of dust/dirt from the carpet.

1.6.6 After sweeping and damp mopping operations, all floors shall be clean and free of dirt streaks, no dirt shall be left in corners, under furniture, behind doors, on stair landings and treads. Sidewalks, entrances, and other assigned areas shall be swept clean of all dirt and trash. No dirt shall be left where sweepings were picked up. There shall be no dirt, trash or foreign matter under desks, tables, or chairs. Damp mopping **does not** include the use of cleaning chemicals. Only "clean water" shall be used for each room. Rinse all floors with clear and clean water.

1.6.7 Floors shall be maintained in such a manner as to promote longevity and safety upon completion of work. All floors shall be left in a clean, orderly and safe condition.

1.7 **Dusting**: General dust shall not be moved from spot to spot, but removed directly from the areas in which it lies by the most effective means – appropriately treated dusting cloths, vacuum tools, etc. When doing high cleaning, dust shall not be allowed to fall from high areas onto furniture and equipment below. The following conditions shall exist after the completion of each dusting task:

1.7.1. There shall be no dust streaks.
1.7.2. Corners, crevices, molding, and ledges shall be free of all dust.
1.7.3. There shall be no oils, spots, or smudges on dusted surfaces caused by dusting tools.

SCOPE OF WORK
JANITORIAL CLEANING SPECIFICATIONS AND CONDITIONS

1. **General Standards and Cleaning Specifications (continued):**

1.8. **Damp-Wiping**: This service consists of using a clean damp cloth or sponge to remove all dirt, spots, streaks and smudges from walls, glass, and other specified surfaces and then drying to provide a polished appearance. When damp wiping in toilet areas, a multi-purpose (disinfectant-deodorizer) cleaner shall be used.

1.9. **Bright Metal Polishing**: Bright metal polishing may be performed by damp wiping and drying with a suitable cloth if a polish appearance is required. However, if a polishing appearance cannot be produced, the Building Supervisor shall be contacted for direction as to the use of an appropriate metal polish.

1.10. **Interior Window Washing and Glass Cleaning**: After each washing operation all glass shall be clean and free of dirt, grime, streaks, excessive moisture, and shall not be cloudy. Glassware moved during the operation shall be returned to its original position.

1.10.1. Window sashes, sills, woodwork about interior glass and other surroundings shall be thoroughly wiped free of drippings and other watermarks.

1.10.2. Windows, which require cleaning on both sides, will have the inside and outside cleaning performed on the same day.

1.11. **Porcelain Ware Cleaning**: Porcelain fixtures (drinking fountains, washbasins, urinals, toilets, etc.) shall be clean and bright; there shall be no dust, spots, stains, rust, green mold, encrustation, or excess moisture.

1.11.1. Walkways and floors adjacent to fixtures shall be free of spots, drippings and watermarks.

1.11.2. Drinking fountains shall be kept free of trash, ink, coffee grounds, etc., and nozzles free from encrustation.

1.12. **Trash Pick-up and Removal**: Empty all waste receptacles (including wastebaskets, ashtray receptacles, trash cans, and boxes if labeled "trash", etc.) Waste receptacles are to be maintained in a clean and odor-free condition. New plastic liners are required daily. Remove and place all trash and waste to a designated central location (dumpster, etc.) for disposal. Trash removal from the premises is not a requirement of this RFP. Empty "recycle paper" containers into recycle bins as needed. If in doubt, set aside material and ask for direction from the Building or Custodial Manager. Trash should be **LIFTED** onto a trash cart and carried out of the building. **Trash must not be dragged on the floor or carpet.** Torn bags must be placed in another bag to avoid spillage.

1.13. **Cleaning Conformance**: All cleaning must be done in conformance with OSHA safety standards and other local laws and regulations.

SCOPE OF WORK
JANITORIAL CLEANING SPECIFICATIONS AND CONDITIONS

2. **VENDOR's Daily Cleaning Responsibilities.**

2.1 Base molding is cleaned every time the hard surface floor is mopped.
2.2 Chalk rails are cleaned daily.
2.3 Wash all countertops and cabinets in the assigned area daily.
2.4 Walls, doors, frames, and thresholds are cleaned daily.
2.5 Elevator floors are cleaned daily. Stainless steel elevator doors and walls are spot-cleaned and polished as needed.
2.6 Obscenities and graffiti are removed as quickly as possible, preferably before students arrive.
2.7 Vinyl, ceramic, terrazzo, and quarry tile are wet mopped daily and are refinished (waxed) at least annually.
2.8 Carpets are vacuumed daily. Carpets are maintained in a manner, which will provide for continuing compliance with applicable flammability standards (SREF 5.5 (I) J (5)).
2.9 All gym floors will be dust mopped daily.
2.10 Interior waste containers (wastebaskets, garbage cans, etc.) are emptied daily and cleaned when needed. Liners are replaced daily.
2.11 Slop sinks are cleaned daily and maintained in good operating condition at all times.
2.12 Outside corridors are cleaned as needed. This includes picking up all debris and sweeping or blowing off the area.
2.13 Outside entrances are cleaned and picked up daily. Entrance mats are swept or vacuumed, and entrance glass is cleaned on both sides daily. Recessed mats are removed, and the recessed area is cleaned weekly or more often as necessary.
2.14 Playgrounds and sidewalks must be kept clean daily to prevent the tracking of sand and dirt into the facility.
2.15 Palm fronds, tree branches, trash, and debris must be picked up daily on the entire campus.
2.16 Restroom sinks and countertops are cleaned daily.
2.17 Door hardware is checked daily. Panic hardware is to be kept in working order at all times. If it is not in working order, notify your supervisor to make the repairs.
2.18 Shop areas are dusted and swept daily. The floors are kept free of waste, grease, and obstructions.
2.19 Stairways are cleaned daily.
2.20 Windows are inspected for broken glass daily.
2.21 Water fountains, sinks, and surrounding countertops are sanitized daily.
2.22 Empty pencil sharpeners daily as needed.
2.23 Replace all burned-out bulbs in the assigned area. In the event that the fixture still doesn't operate after replacing new bulbs, insert post-it notes on the inside of the fixture cover and inform your custodial supervisor immediately.
2.24 Restock and fill soap, paper towels, and toilet tissue dispensers daily. Inform your custodial supervisor of any broken or missing dispensers in your assigned area immediately.
2.25 Inform the assigned supervisor of any needed repairs or work orders in your assigned area.
2.26 Perform daily sanitation procedures in all restrooms:
2.26.1 Gather tools and supplies necessary. (Spray bottle or 3-gallon pump sprayer filled with the appropriate dilution of disinfectant, toilet brush, sponge, clean mop, wipes, lobby pan, broom, dusting wand, graffiti remover, and clean mop bucket filled with the appropriate dilution of disinfectant.)

SCOPE OF WORK
JANITORIAL CLEANING SPECIFICATIONS

2. **VENDOR's Daily Cleaning Responsibilities (continued).**

2.26.2 Remove all debris with the lobby pan and boom. Remove all graffiti daily. Check the ceiling and clean it as needed.

2.26.3 Beginning with the sink and countertop area fully saturate (flood coat) the sink, faucets, dispensers, mirrors, counter, touch zones, and surrounding wall areas using a 3-gallon pump sprayer or spray bottle filled with the appropriate dilution of disinfectant. Do not worry about excess runoff of germicidal solution, it will be absorbed when mopping.

2.26.4 Continue this flood coat process towards the next station of fixtures including toilets, urinals, flush valves, dispensers, partitions, grab bars, and touch areas. Spot clean any wall buildup. (be sure to saturate the entire fixture. Topsides, inside, under seats, and beneath toilet and wall-hung urinals a common space for odors.) Continue moving throughout the restroom with this flood coat process until all fixtures and touch areas in the restroom have been saturated with the germicidal solution. Do not worry about the excess germicidal solution it will be absorbed when mopping.

2.26.5 Return to the sink and countertop area with a sponge and thoroughly agitate the entire area vigorously. Be sure to scrub all faucets, dispensers, touch zones, mirrors, and countertop areas. (Do not use a toilet or urinal brush or sponge on these areas.)

2.26.6 Continue to the next station of fixtures and agitate this entire area vigorously with a sponge, brush or wipe being sure to scrub flush valves, top, sides, behind and underneath the unit, touch zones, partitions, grab bars, and dispensers until all fixtures, flush valves, dispensers and touch zones have been agitated throughout the entire restroom. Spot clean any wall buildup (Do not use the toilet/urinal brush or sponge to clean flush valves, dispensers, and touch zones).

2.26.7 Use a sponge to knock down an excess germicidal solution from all horizontal surfaces such as countertops. Use drying wipes to thoroughly dry all chrome, stainless steel, flush valves, faucets, dispensers, mirrors, and bright work to prevent discoloration. Let fixtures air dry. (Dry seat if restroom is to be reopened immediately) Replace any damaged dispensers immediately and report any needed repairs to your supervisor. Refill dispensers as necessary.

2.26.8 Damp mop the entire floor space beginning at the furthestmost wall and working towards the center and doorway with disinfectant and flush the floor drain with the remaining germicidal solution. Wipe entrance door wells and doors with disinfectant solution until free of handprints and dirt. (Note: Germicidal solution in mop bucket is only usable for an individual group restroom. It is necessary to refill the bucket with a fresh germicidal solution to continue to the next restroom. **DO NOT** use mop from restrooms on hallway or classroom floors to avoid cross-contamination. Utilize a labeled and separate mop for these purposes.)

3. **Property Damage.** VENDOR shall advise SBBC personnel immediately of any damage noticed by the VENDOR's personnel while on duty. VENDOR shall immediately report to an SBBC representative on duty, any damage that occurs to SBBC property by VENDOR's personnel on the same day as such damage may occur. VENDOR-caused damage shall be promptly corrected to the satisfaction of SBBC, and any cost to resolve the matter will be borne solely by the VENDOR. SBBC may withhold payment or make such deductions as it might deem necessary to ensure reimbursement for loss and/or damage to the property through negligence of the VENDOR. In the event of a dispute regarding property damage between the school, building or center and the VENDOR, the decision of the SBBC designee shall be final and binding on both parties.

4. **SBBC's Right to Change Crew Size or Revise Working Hours.** SBBC reserves the right to temporarily or permanently increase or decrease the level of custodial services at any time, or revise the working hours based on the needs of the SBBC location with adequate notice to the VENDOR. This may result from a change in the cleaning program, a change in the anticipated use of the building, building renovation, or circumstances not foreseen by this contract. In such event, VENDOR shall work with SBBC to increase or decrease the crew staff, or change the normal work hours at no additional cost to SBBC.

5. **Coordination with Construction/Renovation Activities within Schools or Centers.** VENDOR shall coordinate cleaning activities with any construction/renovation activities that may be underway in the building(s). VENDOR shall be responsible for removing dust and dirt from areas adjacent to construction areas. VENDOR may also be required to delay or reschedule assigned cleaning tasks to avoid interference with construction activities. This will in no way relieve the VENDOR of its ongoing cleaning obligations under the terms of this Agreement.

6. **Cleaning Emergencies During the Work Day.** On occasion, a cleaning emergency will arise during the workday (Examples: toilet overflow, clogged sinks). Upon request by SBBC, VENDOR shall handle the emergency with custodians on hand at no additional cost to SBBC.

7. **Building Security During Recess Periods.** VENDOR shall close and lock all windows and exit doors, and turn off all lights when finished cleaning a building. The Building Supervisor shall walk around the outside of the building to check to make sure all windows and doors have been locked and lights turned off. **Doors are not to be propped open at any time while working in a building**.

8. **Minimum Wage Rate:** VENDOR shall be required to pay its employees the current Federal minimum wage rate. SBBC reserves the right to inspect the payroll records of the VENDOR as may be deemed necessary to determine the VENDOR's compliance with the Federal Wage and Hour Law.

9. **Unauthorized Work:** Any work which may be performed by the VENDOR prior to receipt of a purchase order, work done contrary to or regardless of the instructions by SBBC or any extra work performed without written authorization, will be considered unauthorized work and at the expense of the VENDOR and will not by paid by SBBC.

SCOPE OF WORK
JANITORIAL CLEANING SPECIFICATIONS AND CONDITIONS

10. **Suspension.** VENDOR's services may be suspended by SBBC if there is a perceived breach of security, use of personnel by the VENDOR who are unknown to SBBC, personnel who pose a threat to the security of SBBC by action, deed or appearance, and/or failure of the VENDOR to comply with personnel identification requirements or as deemed necessary by SBBC. Such suspensions shall be canceled upon the VENDOR's resolving the matter to the satisfaction of SBBC.

11. **Reports.** VENDOR shall provide SBBC school administration with a weekly attendance and/or sign-in sheet for each building location assigned. Attendance and hours shall be recorded daily, or in accordance with the work schedule of services. A legible copy of this report shall be provided weekly to the school or District location receiving services. This report shall verify all hours worked and serve as a documented personnel attendance log. In addition, VENDOR shall provide SBBC with a weekly inspection report for each location. The inspection report will verify VENDOR has performed all required services.

12. **Inspections.** The school, department or center receiving cleaning services from the VENDOR, reserves the right to make, or cause to be made, such inspections as are deemed necessary to assure that the requirements of these specifications are being fulfilled. If the VENDOR fails to comply with the specifications, it may be cause for a penalty or termination of this contract.

13. **Penalty Provisions for Non-Performance.** In the event the VENDOR fails to perform any of the obligations required of VENDOR or to provide the required janitorial services in a good workmanship manner, SBBC may suspend or withhold an amount of payment to the VENDOR of any monies to be paid to the VENDOR pursuant to the contract. Such penalties shall be canceled upon the VENDOR resolving the matter to the satisfaction of SBBC.

14. **Meetings.** Meetings with the VENDOR may be called by SBBC's Custodial Grounds Department – Physical Plant Operations. A representative(s) from the VENDOR's firm will be required to attend when notified.

Established 1915
BROWARD
County Public Schools

Procurement & Warehousing Services
Mary C. Coker, Director
7720 West Oakland Park Boulevard
Sunrise, Florida 33351
phone: 754-321-0505 • fax: 754-321-0936
mary.coker@browardschools.com
www.browardschools.com/PWS

The School Board of Broward County, Florida

Lori Alhadeff, Chair
Debra Hixon, Vice Chair

Torey Alston
Brenda Fam, Esq.
Dr. Jeff Holness
Sarah Leonardi
Nora Rupert
Dr. Allen Zeman

Dr. Peter B. Licata
Superintendent of Schools

November 28, 2023

Todd Wolf, President CEO
Crestwood Services, Inc. d/b/a Total Cleaning
3350 Northwest 53rd Street, Suite 106
Fort Lauderdale, Florida 33309

RE: RFP-FY23-277 - Janitorial Support Services

To Whom It May Concern:

Attached is the executed Agreement between The School Board of Broward County, Florida, and Crestwood Services, Inc. d/b/a Total Cleaning. This is the result of the School Board's approval on November 8, 2023, for Item OO-18. Full details are outlined in the Agreement.

Sincerely,

Mary Catherine Coker, Director
Procurement & Warehousing Services

MCC: bm
Attachment(s)

cc: Thais Souza, Purchasing Agent III
Alison Witoshynsky, Executive Director, Physical Plant Operations
Annmarie Richards, Coordinator, Economic Development & Diversity Compliance

Status: ADDED ITEM

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-17.
Consent or Open Item:	Open
Special Order:	NO
Time for Special Order:	

TITLE:

RFP-FY23-277 - Janitorial Support Services
ADDED

REQUESTED ACTION:

Approve the Agreements for the Request for Proposal (RFP); Contract Term: November 8, 2023 through November 7, 2026, with an option for two additional one-year renewal periods; Award Amount: $2,700,000; Awarded Vendor(s): Seven, See Executive Summary; Small/Minority/Women Business Enterprise Vendor(s): Amer-Plus Janitorial Maintenance, LLC; J and A Cleaning Company, LLC; Janitorial 5 Star Services, LLC; P.C.S. Professional Cleaning Services Corporation; 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.
These Agreements have been reviewed and approved as to form and legal consent by the Office of the General Counsel.

EXHIBITS:

- Executive Summary
- Financial Analysis Worksheet
- Agreements-7-ONLINE
- Award Recommendation

FINANCIAL IMPACT:

$2,700,000 from individual school operating budgets and the Physical Plant Operations department operating budget.

STRATEGIC PLAN ALIGNMENT:

Student Focus Outcomes

OR • **Business Operations**

BOARD ACTION:

(For Official School Board Records Only)

APPROVED

SOURCE OF ADDITIONAL INFORMATION

Name:	Judith M. Marte	Phone:	754-321-2611
Name:	Debora Czubkowski	Phone:	754-321-2659

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 Alhadeff
School Board Chair

AGREEMENT

THIS AGREEMENT is made and entered into by and between:

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
(hereinafter referred to as "SBBC"),
a body corporate and political subdivision of the State of Florida,
whose principal place of business is
600 Southeast Third Avenue, Fort Lauderdale, Florida 33301

and

CRESTWOOD SERVICES, INC. DBA TOTAL CLEANING
(hereinafter referred to as "VENDOR"),
whose principal place of business is
3350 NW 53RD Street, Suite 106, Fort Lauderdale, Florida 33309

WHEREAS, SBBC issued a Request for Proposal identified as RFP FY23-277 – Janitorial Supplemental Services dated May 19, 2023, and amended by Addendum No. 4, dated July 10, 2023, Addendum No. 3, dated June 13, 2023, Addendum No. 2, dated June 12, 2023, and Addendum No. 1, dated May 23, 2023 (hereinafter "RFP"); alls of which are incorporated by reference herein, for the purpose of receiving proposals for Janitorial Supplemental Services; and

WHEREAS, VENDOR offered a proposal dated July 11, 2023, in response to the RFP (hereinafter "Proposal") incorporated herein by reference.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

ARTICLE 1 - RECITALS

1.01 **Recitals**. The parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.

ARTICLE 2 – SPECIAL CONDITIONS

2.01` **Term of Agreement**. The term of this Agreement shall be for three (3) years commencing on November 8, 2023 (the "Effective Date") and ending on November 7, 2026, unless terminated earlier pursuant to section 3.05 of this Agreement. The term of the Agreement may, by mutual agreement between SBBC and VENDOR, be extended for two (2) additional, one (1) year terms and, if needed, 180 days beyond the expiration date of the final one (1) year renewal period. SBBC's Procurement & Warehousing Services Department, will, if considering renewing, request a letter consenting to renewal from VENDOR, prior to the end of the term. Any renewal period shall be approved by a written Amendment to this Agreement that is approved and executed by both parties.

2.02 **Description of Services Provided**. VENDOR shall provide SBBC with the Scope of Services, Janitorial Cleaning Services and Conditions in its Proposal and in compliance with this Agreement, the RFP and its Addenda, and as specified in **Attachment A** – Scope of Services, Janitorial Cleaning Services and Conditions.

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. 4, then;
Third:	Addendum No. 3, then;
Fourth:	Addendum No. 2, then;
Fifth:	Addendum No. 1, then;
Sixth:	RFP FY23-277 – Janitorial Supplemental Services, then;
Seventh:	Proposal submitted in response to the RFP by VENDOR.

2.04 **School Board Responsibilities**.

(a) SBBC shall provide access to site locations within Broward County, Florida.

(b) SBBC shall provide reasonable storage space(s) for VENDOR at the site location(s) to use that will be necessary for the performance of the services required herein. SBBC shall have access to these spaces for the purpose of inspection for compliance with fire, health, and any other applicable and OSHA regulations. The use of such spaces shall be the responsibility of VENDOR and any damage to property, theft of property, or injury to persons resulting from the use of such rooms shall be the liability of the VENDOR. SBBC will not be responsible in any way for the VENDOR's supplies, equipment, materials, or personal belongings that may be damaged by fire, theft, accident, or any other incident.

(c) SBBC shall supply to VENDOR with light, power, hot and cold water as may be required for the cleaning of premises under the terms of this contract.

(d) All cleaning supplies, materials, equipment and appropriate Material Safety Data Sheets (MSDS) will be furnished by SBBC to VENDOR upon request. If cleaning supplies and materials are running low in stock, VENDOR should notify the site's Custodial Supervisor for replacement items.

(e) Each location will designate a location-based representative to inspect and supervise work and monitor VENDOR's performance.

(f) SBBC site location shall authorize payment of invoices for satisfactory work performed.

2.05 **VENDOR's Responsibilities and Technical Specifications**.

(a) Hours of Service: All janitorial services will be required to be performed as described under types of services (Routine/Priority). Breaks during working hours will be provided in accordance with applicable laws and statutes. SBBC site location may require the VENDOR to alter work days or work hours in order to meet special SBBC location or building

schedule requirements. These services shall involve no additional cost to the School Board, as described under Routine/Priority types of services. The District observes the following holidays: Christmas Eve, Christmas Day, New Year's Eve, New Year's Day, Thanksgiving Day, 4th of July, Memorial Day and Labor Day.

(b) VENDOR shall provide all cleaning services as stated in **Attachment A** of this Agreement. For timekeeping purposes, VENDOR's staff shall clock-in and clock-out using the Kronos Timekeeping System or some type of timekeeping mechanism at the site location. If the site location does not have the Kronos system, then VENDOR's staff clock-in and clock-out times will have to be manually recorded and signed off by the school-based Head Facilities Service Person (HFSP)/ Assistant Head Facilities Service Person (AHFSP) at that site location. It is also the responsibility of the VENDOR to keep accurate clock-in and clock-out times for their own staff working at the site location.

(c) Communications. VENDOR must be able to respond to service requests as described in Section 2.05(l). VENDOR must provide a method to receive service request calls from SBBC, seven (7) days per week and twenty-four (24) hours per day.

(d) Employees. All VENDOR's employees must be eighteen (18) years of age or older. No minors will be allowed to work under this contract. No minor children of the VENDOR's employees are allowed on School Board property during work time. VENDOR shall follow all labor laws for the State of Florida and OSHA requirements.

(e) Appearance. VENDOR's personnel shall present a professional appearance, neat, clean, well-groomed, courteous, properly uniformed, and conduct themselves in a respectable manner, in the performance of their duties, while on SBBC property. VENDOR's personnel shall wear an appropriate uniform and always be identified with an SBBC Photo ID badge at all times in accordance with the Photo Identification Badge requirements of the RFP. SBBC shall be furnished with a list of personnel assigned to this contract. VENDOR shall be responsible for keeping this personnel list up-to-date.

(f) Training and Personnel. VENDOR shall provide formal on-the-job training and conduct meetings with the VENDOR's employees on the VENDOR's own time. The school/District location served by the VENDOR must be advised in advance of the scheduled dates and times of these training sessions and may elect to attend. VENDOR shall provide previously trained and experienced housekeeping personnel for use on this contract.

(g) VENDOR's employees shall not open desk drawers or cabinets at any time. VENDOR's employees shall not look or read paperwork or articles on desks or tables.

(h) VENDOR's employees are not to use or tamper with office machines and equipment and SBBC employee's personal property at any time.

(i) VENDOR's employees are not to use SBBC telephones at any time. Employees may use their personal cell phones, if applicable, during break time only; not during worktime.

(j) VENDOR shall enforce strict discipline and good order among their employees. VENDOR shall exercise the necessary supervision and control to prevent their employees from

violating SBBC rules and regulations. VENDOR shall, upon notice given by SBBC, replace any employee(s) within twenty-four (24) hours with or without cause.

(k) Staffing. It shall be the responsibility of the VENDOR to provide the personnel and man-hours that are necessary to accomplish the requirements of this Agreement in its entirety, within the prescribed time and to the satisfaction of the SBBC representative.

1) If the VENDOR cannot accomplish the requirements of this Agreement with the number of personnel or man-hours, an SBBC representative or the site location may demand an increase in personnel and/or man-hours, until the requirement(s) are met.
2) VENDOR must keep an attendance record, as per section 2.05(b), that will be kept of all workers by date, name, time in, time out and hours worked at the SBBC location. This log should be kept on-site and available to the SBBC representative when requested.
3) VENDOR must keep, for each worker, a log of his or her work. The log will be a list of the regular duties as specified by the contract with blanks for time started and time finished. The object of the log shall be to give an accurate account of the time required to complete each task. The final form of the log to be used must meet the approval of the SBBC Custodial representative.

(l) Communications Skills: A minimum competency in the English language is essential to permit discussion of SBBC's concerns and requirements, to understand the proper use of cleaning chemicals, and to understand vital instructions in emergency and non-emergency situations. VENDOR must have staff available, as needed, to sufficiently read and write the English language.

(m) Security Rules. VENDOR shall follow all security rules as provided by SBBC. (Refer to Section 2.05(b)). Below is a list of general security rules which is not all-inclusive; additional security rules will be provided by SBBC to VENDOR.

1) No visitors are permitted within the perimeter of the buildings under contract.
2) No unauthorized personnel are to accompany the contractor's employees to work.
3) After cleaning, the building will be locked unless otherwise specified by SBBC representative.
4) No unauthorized use of school telephones except for emergency cases only. Emergency calls can be made by dialing 911.
5) All suspicious persons and situations (i.e., suspicious packages, alarm problems or other safety-related details) SHALL be reported immediately to SBBC's Security Personnel.
6) VENDOR's staff are to promptly notify an SBBC representative at each location of irregularities, i.e., defective plumbing, lights out, etc.
7) No smoking is permitted any time inside buildings. No possession or consumption of intoxicating beverages or illegal drugs or intoxicating quantities of unprescribed legal drugs are permitted on School Board

property. No firearms or dangerous weapons are allowed on School Board property.

2.06 **Cost and Payment**.

(a) Cost: The costs to SBBC for services that VENDOR must satisfactorily render under this Agreement are as follows:

Item #	Janitorial Service	Estimated Hours per Person	Response Level	Hourly Rate
1.	Weekdays, Monday – Fridays 5:00 am – 12:00 am	80 hours of service or more	Over 24 hours	**$23.85**
Hourly Rate: Twenty-Three Dollars and .85/100 Cents per hour ($23.85)				
2.	Weekdays, Monday – Fridays 5:00 am – 12:00 am	80 hours of service or more	Less than 24 hours	**$23.85**
Hourly Rate: Twenty-Three Dollars and .85/100 Cents per hour ($23.85)				
3.	Weekdays, Monday – Fridays 5:00 am – 12:00 am	Less than 80 hours of service	Over 24 hours	**$23.85**
Hourly Rate: Twenty-Three Dollars and .85/100 Cents per hour ($23.85)				
4.	Weekdays, Monday – Fridays 5:00 am – 12:00 am	Less than 80 hours of service	Less than 24 hours	**$23.85**
Hourly Rate: Twenty-Three Dollars and .85/100 Cents per hour ($23.85)				
5.	Weekends – Saturday 5:00 am – Sunday 12:00 am	43 hours or less	Over 24 hours	**$26.00**
Hourly Rate: Twenty-Six Dollars and .00/100 Cents per hour ($26.00)				
6.	Weekends – Saturday 5:00 am – Sunday 12:00 am	43 hours or less	Less than 24 hours	**$26.00**
Hourly Rate: Twenty-Six Dollars and .00/100 Cents per hour ($26.00)				

(b) Payments.

1) The requesting location shall request a price quote from VENDOR, with the same quote being based upon the costs listed in section 2.06(a), that shall be used to create a valid requisition.

2) SBBC will appropriately issue Purchase Orders ("PO") under this Agreement. VENDOR shall not construe an issuance of a PO as authority to commence the Services under this Agreement. SBBC will notify VENDOR when services may commence at the site location.

3) Any service provided prior to the receipt of the Purchase Order (PO) is at the full risk of the seller. SBBC is not responsible for the payment of any service or product before issuing the corresponding PO.

4) VENDOR shall submit proper and appropriate invoices, which shall include the purchase order number, in the format as prescribed by SBBC. VENDOR shall include any other information on the invoice required under this Agreement and any other additional information required by SBBC.

5) VENDOR shall submit all invoices via email to SBBC requisitioner's identified point of contact, and directly to BCPS's Accounts Payable Department via email at FRDAPHELP@browardschools.com/ or to the following mailing 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

6) The respective district location, through accounts payable, shall pay all proper and appropriate VENDOR invoices within thirty (30) calendar days after receipt of the same invoice.

7) VENDOR shall seek all payment from the respective district location that created the valid requisition.

8) The costs within VENDOR's weekly invoices shall not exceed the total amount as stated on the POs that SBBC issues under this Agreement. VENDOR may offer, at any time to SBBC, a special educational discount for pricing and/or reduce the cost of services during the term of this Agreement. VENDOR may invoice SBBC at an hourly rate less than its original bid price at any time during the term of this Agreement.

9) Florida statute prohibits advance payment for services received. Invoices will be processed after the performance of the service.

2.07 **No Disclosure of SBBC Education Records**. SBBC shall not disclose any education records to VENDOR pursuant to this Agreement. However, should VENDOR come into contact with education records during the course of contracted responsibilities, these records are confidential and protected by the Family Educational Rights and Privacy Act (FERPA) and state laws and may not be used or re-disclosed. VENDOR's use or re-disclosure may violate applicable federal and state laws.

2.08 **VENDOR Safeguarding Confidentiality of Education Records**.

(a) Notwithstanding any provision to the contrary within this Agreement, VENDOR shall:

1) fully comply with the requirements of Sections 1002.22, 1002.221, and 1002.222, Florida Statutes; the Family Educational Rights and Privacy Act, 20 U.S.C § 1232g (FERPA) and its implementing regulations (34 C.F.R. Part 99), and any other state or federal law or regulation regarding the confidentiality of student information and records;

2) hold any education records in strict confidence and not use or redisclose same except as required by this Agreement or as required or permitted by law unless the parent of each student or a student aged 18 years or older whose

education records are to be shared provides prior written consent for their release;

3) ensure that, at all times, all of its employees who have access to any education records during the term of their employment shall abide strictly by its obligations under this Agreement, and that access to education records is limited only to its employees that require the information to carry out the responsibilities under this Agreement and shall provide said list of employees to SBBC upon request;

4) safeguard each education record through administrative, physical and technological safety standards to ensure that adequate controls are in place to protect the education records and information in accordance with FERPA's privacy requirements;

5) notify SBBC immediately upon discovery of a breach of confidentiality of education records by telephone at 754-321-0300 (Manager, Information Security), and 754-321-1900 (Privacy Officer), and email at privacy@browardschools.com, and take all necessary notification steps as may be required by federal and Florida law, including, but not limited to, those required by Section 501.171, Florida Statutes;

6) 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;

7) be responsible for any fines or penalties for failure to meet breach notice requirements pursuant to federal and/or Florida law

2.09 **Inspection of VENDOR's Records by SBBC**. VENDOR shall establish and maintain books, records, and documents (including electronic storage media) sufficient to reflect all income and expenditures of funds provided by SBBC under this Agreement. All VENDOR's applicable records, regardless of the form in which they are kept, shall be open to inspection and subject to audit, inspection, examination, evaluation, and reproduction, during normal working hours, by SBBC's agent or its authorized representative to permit SBBC to evaluate, analyze, and verify the satisfactory performance of the terms and conditions of this Agreement and to evaluate, analyze, and verify the applicable business records of VENDOR directly relating to this Agreement in order to verify the accuracy of invoices provided to SBBC. Such audit shall be no more than one (1) time per calendar year.

(a) Duration of Right to Inspect. For the purpose of such audits, inspections, examinations, evaluations, and reproductions, SBBC's agent or authorized representative shall have access to VENDOR's records from the Effective Date of this Agreement, for the duration of the term of this Agreement, and until the later of five (5) years after the termination of this Agreement or five (5) years after the date of final payment by SBBC to VENDOR pursuant to this Agreement.

(b) Notice of Inspection. SBBC's agent or its authorized representative shall provide VENDOR reasonable advance written notice [not to exceed two (2) weeks] of any intended audit, inspection, examination, evaluation, and reproduction.

(c) Audit Site Conditions. SBBC's agent or its authorized representative shall have reasonable access to VENDOR's facilities and to any and all records related to this Agreement, and shall be provided adequate and appropriate work space in order to exercise the rights permitted under this section.

(d) Failure to Permit Inspection. Failure by VENDOR to permit audit, inspection, examination, evaluation, and reproduction as permitted under this section constitutes grounds for termination of this Agreement by SBBC for cause and are grounds for SBBC's denial of some or all of any VENDOR's claims for payment.

(e) Overcharges and Unauthorized Charges. If an audit conducted in accordance with this section discloses overcharges or unauthorized charges to SBBC by VENDOR in excess of two percent (2%) of the total billings under this Agreement, the actual cost of SBBC's audit shall be paid by VENDOR. If the audit discloses billings or charges to which VENDOR is not contractually entitled, VENDOR shall pay said sum to SBBC within twenty (20) calendar days of receipt of written demand.

(f) Inspection of Subcontractor's Records. If applicable, VENDOR shall require any and all subcontractors, insurance agents, and material suppliers (hereafter referred to as "Payees") providing services or goods with regard to this Agreement to comply with the requirements of this section by insertion of such requirements in any written subcontract. Failure by VENDOR to include such requirements in any subcontract constitutes grounds for termination of this Agreement by SBBC for cause and are grounds for the exclusion of some or all of any Payees' costs from amounts payable by SBBC to VENDOR pursuant to this Agreement and such excluded costs shall become the liability of VENDOR.

(g) Inspector General Audits. VENDOR shall comply and cooperate immediately with any inspections, reviews, investigations, or audits deemed necessary by the Florida Office of the Inspector General or by any other state or federal officials.

2.10 **Notice**. When any of the parties desire to give notice to the other, such notice must be in writing, sent by U.S. Mail, postage prepaid, addressed to the party for whom it is intended at the place last specified; the place for giving notice shall remain such until it is changed by written notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving notice:

To SBBC:	Superintendent of Schools The School Board of Broward County, Florida 600 Southeast Third Avenue Fort Lauderdale, Florida 33301
With a Copy to:	Executive Director, Physical Plant Operations The School Board of Broward County, Florida 3810 NW 10th Avenue Fort Lauderdale, Florida 33309

To VENDOR:	Todd Wolf, President CEO Crestwood Services, Inc. dba Total Cleaning 3350 NW 53RD Street, Suite 106, Fort Lauderdale, Florida 33309 Email: todd@totalcleaning.com
With a Copy to:	Jose Alberto Porras, Director of Operations Crestwood Services, Inc. dba Total Cleaning 3350 NW 53RD Street, Suite 106, Fort Lauderdale, Florida 33309 Email: aporras@totalcleaning.com

2.11 **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.

2.12 **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.

2.13 **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.

2.14 **Liability**. This section survives the termination of all performance or obligations under this Agreement and is fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

(a) By SBBC. SBBC agrees to be fully responsible up to the limits of Section 768.28, Florida Statutes, for its acts of negligence, or its employees' acts of negligence when acting within the scope of their employment and agrees to be liable, up to the limits of Section 768.28, Florida Statutes, for any damages resulting from said negligence.

(b) By VENDOR. VENDOR agrees to indemnify, hold harmless and defend SBBC, its agents, servants and employees from any and all claims, judgments, costs, and expenses including, but not limited to, reasonable attorney's fees, reasonable investigative and discovery costs, court costs, and all other sums which SBBC, its agents, servants, and employees may pay or become obligated to pay on account of any, all and every claim or demand, or assertion of liability, or any claim or action founded thereon, arising or alleged to have arisen out of or due to the products, goods, or services furnished by VENDOR, its agents, servants, or employees; the equipment of VENDOR, its agents, servants, or employees while such equipment is on premises owned or controlled by SBBC; or the negligence of VENDOR or the negligence of VENDOR's agents when acting within the scope of their employment, whether such claims, judgments, costs,

and expenses are for damages, damage to property including SBBC's property, and injury or death of any person whether employed by VENDOR, SBBC, or otherwise.

2.15 **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.

(f) Verification of Coverage. Proof of insurance must be submitted to the insurance tracking system within fifteen (15) days of this notification. You will receive a system-generated email within three (3) business days of this letter with insurance requirements and a unique link to upload your certificate of insurance (located at the bottom of the email as a blue box labeled "Upload COI"). **YOU MUST RECEIVE A NOTICE OF COMPLIANCE.**

- New vendors will receive an email notification requesting account verification and insurance agent information.
- Existing vendors will receive an email notification of their current status.

(g) Required Conditions. Liability policies must include the following terms on the Certificate of Insurance:

1) The School Board of Broward County, Florida, its members, officers, employees, and agents are added as additional insureds.

2) All liability policies are primary of all other valid and collectible coverage maintained by The School Board of Broward County, Florida.

3) **Certificate Holder: The School Board of Broward County, Florida, 600 SE 3rd Avenue, Fort Lauderdale, Florida 33301**

(h) Cancellation of Insurance. VENDOR is prohibited from providing services under this Agreement with SBBC without first obtaining the minimum required insurance coverage and must notify SBBC within two (2) business days if required insurance is canceled.

(i) SBBC reserves the right to review, reject, or accept any required policies of insurance, including limits, coverages, or endorsements herein throughout the term of this Agreement.

2.16 **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 is considered a material breach of this Agreement and may result in termination of this Agreement, disqualification of the company from participating in SBBC Agreements, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third-party.

2.17 **Annual Appropriation.** SBBC's performance and obligations under this Agreement is contingent upon an annual budgetary appropriation by its governing body. If SBBC does not allocate funds for the payment of services or products to be provided under this Agreement, this Agreement may be terminated by SBBC at the end of the period for which funds have been allocated. SBBC shall notify the other party at the earliest possible time before such termination. No penalty accrues to SBBC if this provision is exercised, and SBBC is not obligated or liable for any future payments due or any damages as a result of termination under this section.

2.18 **Excess Funds**. Any party receiving funds paid by SBBC under this Agreement agrees to promptly notify SBBC of any funds erroneously received from SBBC upon the discovery of such erroneous payment or overpayment. Any such excess funds shall be refunded to SBBC, together with any applicable statutory interest.

2.19 **Proprietary Information.**

(a) Any documents or materials submitted to SBBC shall be open for inspection by any person in accordance with Section 119.07, Florida Statutes, except as otherwise exempted from disclosure by applicable law. A party contracting with SBBC must clearly mark, label, designate, or identify any portions of any documents or materials it provides to SBBC which are claimed to be confidential and exempt from public inspection, provided that the confidential or exempt portions of such documents or materials are clearly marked with specific citations of law that provide the asserted confidentiality or exemption. A contracting party's failure to identify any confidential or exempt portions of documents or materials or to specify the law establishing their confidential or exempt status is a waiver of confidential or exempt status for any such unidentified or unsupported portions of any documents or materials.

(b) If SBBC receives a public record request for documents or materials in its custody under this Agreement which have been properly marked as confidential or exempt, SBBC will notify the contracting party of the public records request. The notice shall state that the requested materials will be produced by SBBC to the requesting party within ten (10) calendar days of the date of the written notification, unless the contracting party has initiated an action at its sole cost and expense in a court of competent jurisdiction to preclude the release of the requested materials. The contracting party shall name the party requesting the documents or materials as a defendant and will not name SBBC as a party to the action, but will provide SBBC with notice of such proceedings. The contracting party agrees to indemnify SBBC for any costs, expenses, and attorney's fees SBBC may incur with regard to any legal proceedings and judgments that may arise from the request for the contracting party's public records that are subject to claims of confidential or exempt status. A failure to timely initiate the legal action required by this paragraph is a waiver of any claim that the requested information is confidential and exempt from public disclosure. The contracting party waives any cause of action against SBBC for the release of materials pursuant to a public records request except for any claims based upon the intentional or grossly negligent conduct of any employee of SBBC.

2.20 **Incorporation by Reference**. **Attachment A** attached hereto and referenced herein are incorporated into this Agreement by reference.

ARTICLE 3 – GENERAL CONDITIONS

3.01 **No Waiver of Sovereign Immunity**. Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable or of any rights or limits to liability existing under Section 768.28, Florida Statutes. This section survives the termination of all performance or obligations under this Agreement and is fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

3.02 **No Third-Party Beneficiaries**. The parties expressly acknowledge that it is not their intent to create or confer any rights or obligations under this Agreement in or upon any third person or entity. None of the parties intend to directly or substantially benefit a third-party by this Agreement. The parties agree that there are no third-party beneficiaries to this Agreement and that no third-party is entitled to assert a claim against any of the parties based upon this Agreement. Nothing herein shall be construed as consent by an agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of any Agreement.

3.03 **Independent Contractor**. The parties to this Agreement are acting in the capacity of independent contractors and not as an officer, employee, or agent of one another. Neither party or its respective agents, employees, subcontractors, or assignees shall represent to others that it has the authority to bind the other party unless specifically authorized in writing to do so. No right to SBBC retirement, leave benefits, or any other benefits of SBBC employees exists as a result of the performance of any duties or responsibilities under this Agreement. SBBC is not responsible for Social Security, withholding taxes, contributions to unemployment compensation funds or insurance for the other party or the other party's officers, employees, agents, subcontractors, or assignees.

3.04 **Default**. The parties agree that, if either party is in default of its obligations under this Agreement, the non-defaulting party shall provide to the defaulting party (30) calendar days' written notice to cure the default. However, if said default cannot be cured within said thirty (30) calendar day period and the defaulting party is diligently attempting in good faith to cure same, the time period will be reasonably extended to allow the defaulting party additional cure time. Upon the occurrence of a default that is not cured during the applicable cure period, this Agreement may be terminated by the non-defaulting party upon thirty (30) calendar days' notice. This remedy is not intended to be exclusive of any other remedy, and each and every such remedy is cumulative and in addition to every other remedy now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder precludes any other or future exercise thereof. Nothing in this section shall be construed to preclude termination for convenience pursuant to section 3.05.

3.05 **Termination**. This Agreement may be terminated with or without cause by SBBC during the term hereof upon thirty (30) calendar days' written notice to the other parties of its desire to terminate this Agreement. In the event of such termination, SBBC is entitled to a *pro rata* refund of any pre-paid amounts for any services scheduled to be delivered after the effective date of such termination. SBBC has no liability for any property left on SBBC's property by any party to this Agreement after the termination of this Agreement. Any party contracting with SBBC under this Agreement agrees that any of its property placed upon SBBC's facilities pursuant to this Agreement shall be removed within ten (10) business days following the termination, conclusion, or cancellation of this Agreement and that any such property remaining upon SBBC's facilities after that time shall be deemed to be abandoned, that title to such property shall pass to SBBC, and that SBBC may use or dispose of such property as SBBC deems fit and appropriate.

3.06 **Compliance with Laws**. Each party shall comply with all applicable federal, state and local laws, SBBC policies, codes, rules, and regulations in performing its duties, responsibilities, and obligations pursuant to this Agreement.

3.07 **Place of Performance**. All of SBBC's obligations under the terms of this Agreement are reasonably susceptible of being performed in Broward County, Florida and are payable and performable in Broward County, Florida.

3.08 **Governing Law and Venue**. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any disputes, controversies, or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted exclusively to the jurisdiction of the State courts of the Seventeenth Judicial Circuit of Broward County, Florida or

to the jurisdiction of the United States District Court for the Southern District of Florida. Each party agrees and admits that the state courts of the Seventeenth Judicial Circuit of Broward County, Florida or the United States District Court for the Southern District of Florida has jurisdiction over it for any dispute arising under this Agreement.

3.09 **Entirety of Agreement**. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof is predicated upon any prior representations or agreements, whether oral or written.

3.10 **Binding Effect**. This Agreement is binding upon and inures to the benefit of the parties hereto and their respective successors and assigns.

3.11 **Assignment**. Neither this Agreement nor any interest herein may be assigned, transferred, or encumbered by any party without the prior written consent of the other party. There shall be no partial assignment of interests under this Agreement including, without limitation, the partial assignment of any right to receive payments from SBBC.

3.12 **Captions**. The captions, section designations, section numbers, article numbers, titles, and headings appearing in this Agreement are inserted only as a matter of convenience, have no substantive meaning, and in no way define, limit, construe, or describe the scope or intent of such articles or sections of this Agreement, nor in any way affect this Agreement and shall not be construed to create a conflict with the provisions of this Agreement.

3.13 **Severability**. If any one or more of the sections, paragraphs, sentences, clauses, or provisions contained in this Agreement is held by a court of competent jurisdiction to be invalid, illegal, unlawful, unenforceable, or void in any respect, such does not affect the remaining portions of this Agreement and the same remain in full force and effect as if such invalid, illegal, unlawful, unenforceable, or void sections, paragraphs, sentences, clauses, or provisions had never been included.

3.14 **Preparation of Agreement**. The parties acknowledge that they have sought and obtained whatever competent advice and counsel necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to herein expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

3.15 **Amendments**. No modification, amendment, or alteration in the terms or conditions contained herein is effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by each party hereto.

3.16 **Waiver**. The parties agree that each requirement, duty and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. Any party's failure to enforce any provision of this Agreement is not a waiver of such provision or modification of this Agreement unless the waiver is in writing and

signed by the party waiving such provision. A written waiver is only effective as to the specific instance for which it is obtained and is not a continuing or future waiver.

3.17 **Force Majeure**. Neither party is obligated to perform any duty, requirement, or obligation under this Agreement if such performance is prevented by fire, hurricane, earthquake, explosion, wars, sabotage, accident, flood, acts of God, strikes, or other labor disputes, riot or civil commotions, epidemics, pandemics, government regulations, and the issuance or extension of existing government orders of the United States, the State of Florida, or local county and municipal governing bodies, or by reason of any other matter or condition beyond the control of either party, and which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall a lack of funds on the part of either party be deemed Force Majeure.

3.18 **Rights and Remedies.** The duties and obligations imposed by this Agreement and the rights and remedies available thereunder are in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

3.19 **Survival**. All representations and warranties made herein, indemnification obligations, obligations to reimburse SBBC, obligations to maintain and allow inspection and audit of records and property, obligations to maintain the confidentiality of records, reporting requirements, and obligations to return public funds survive the termination of this Agreement.

3.20 **Agreement Administration.** SBBC has delegated authority to the Superintendent of Schools or her/his designee to take any actions necessary to implement and administer this Agreement.

3.21 **Counterparts and Multiple Originals.** This Agreement may be executed in multiple originals, and may be executed in counterparts, each of which is an original, but all of which, taken together, shall constitute one and the same Agreement.

3.22 **Authority**. Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

[THIS SPACE INTENTIONALLY LEFT BLANK; SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the Effective Date.

FOR SBBC:

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

By: _____
Lori Alhadeff, Chair

ATTEST:

_____
Dr. Peter B. Licata
Superintendent of Schools

Approved as to Form and Legal Content:

_____
Office of the General Counsel

[THIS SPACE INTENTIONALLY LEFT BLANK; SIGNATURE PAGE FOLLOWS]

FOR VENDOR:

(Corporate Seal)

ATTEST:

CRESTWOOD SERVICES, INC
DBA TOTAL CLEANING

By: _____

Print Name: Todd Wolf

Title: President

_____, Secretary

-or-

_____
Witness

_____
Witness

The Following Notarization is Required for Every Agreement Without Regard to Whether the Party Chose to Use a Secretary's Attestation or Two (2) Witnesses.

STATE OF Florida

COUNTY OF Broward

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 12th day of October 2023 (*date*) by Todd Wolf (*name of officer or agent, title of officer or agent*) of Crestwood Services, Inc (*name of corporation acknowledging*), a Florida (*state or place of incorporation*) corporation, on behalf of the corporation. He/she is ☑ personally known to me or has produced _____ (*type of identification*) as identification and who ☐did/☑did not first take an oath this 12th day of October, 2023.

My Commission Expires:

_____
Signature – Notary Public

(SEAL)

Notary Public State of Florida
Bertrand Proust
My Commission GG 978416
Expires 04/14/2024

Bertrand Proust
Printed Name of Notary

GG 978416
Notary's Commission No.

SCOPE OF WORK
JANITORIAL CLEANING SPECIFICATIONS AND CONDITIONS

1. **General Standards and Cleaning Specifications:**

1.1. **Intent**: It is the intent of SBBC that all premises be maintained at a high standard of cleanliness. These specifications are intended to indicate an acceptable level of service, cleaning and professionalism to be provided by VENDOR. Specifications set forth are meant to be general guidelines, they are not to be construed as complete. All items not specifically included, but found to be necessary to properly clean the buildings, shall be included as though written into these specifications.

1.2. **Clean:** The term "clean" shall mean the removal of trash, dirt, dust, lint, marks, stains, spots, odors, film, grease, etc. through the use of a cleaning agent and tools.

1.3 **Spot Clean/Mop**: The term "spot clean/mop" shall mean not to clean the entire surface; clean areas where needed.

1.4 **Safety:** VENDOR shall be responsible for instructing their employees in all safety measures. Custodians will not place or use mops, brooms, or any equipment in traffic areas or other locations in such a manner as to create safety hazards. All workers shall provide, place, and remove appropriate warning signs for wet or slippery floor areas caused by cleaning or floor finishing operations. General safety requirements shall be complied with in all activities under this contract.

1.5 **Restrooms Fixtures**: VENDOR shall clean with a germicidal detergent for all commodes, urinals, lavatories, shower areas, etc. Clean encrustation, stains, scale, deposits, and build-up inside and outside. All fixtures, faucets, and piping shall be rinsed and polished for a complete job. Clean all restroom dispensers, mirrors, partitions, doors, walls, vents, shelves, furniture, trim, etc., in all restrooms.

1.6 **Floor Maintenance**: General floor maintenance includes all carpeted and non-carpeted areas, stairs, stairwells, and doors to entrances. For all operations where furniture and equipment must be moved, no chairs, wastepaper baskets, or other similar items shall be stacked on desks, tables, or window sills. Upon completion of work, all furniture and equipment must be returned to its original position.

1.6.1 All floors shall be properly prepared to include, but not be limited to, the removal of visible dirt and debris; removal of wads of gum, tar and similar substances from the floor surface is required. On completion of the mopping and scrubbing, the floors shall be clean and free of dirt, water streaks, mop marks, string, etc., properly rinsed and dry-mopped to present an overall appearance of cleanliness. Wet mopping operations include the use of a cleaning substance. All surfaces shall be dry and corners and cracks clean after the wet mopping or scrubbing. When scrubbing is required, it shall be performed by machine or by hand with a brush.

1. **General Standards and Cleaning Specifications (continued):**

1.6 **Floor Maintenance** (continued):

1.6.2 All tools and equipment shall be maintained in clean condition at all times and neatly stored in the assigned storage areas.

1.6.3 Baseboards, walls, stair risers, furniture, and equipment shall in no way be splashed, disfigured, or damaged during these operations.

1.6.4 Proper precautions shall be taken to advise building occupants of wet and/or slippery floor conditions, this applies during inclement weather as well as during cleaning operations. All waxed surfaces must be maintained in order to provide safe anti slip walking conditions.

1.6.5 After vacuuming operations, all carpeted areas shall be free of dust and debris, and no dirt and trash shall be left in corners, under furniture, or behind doors. Vacuuming equipment shall be the type that "agitates" the carpet in some manner to aid in the extraction of dust/dirt from the carpet.

1.6.6 After sweeping and damp mopping operations, all floors shall be clean and free of dirt streaks, no dirt shall be left in corners, under furniture, behind doors, on stair landings and treads. Sidewalks, entrances, and other assigned areas shall be swept clean of all dirt and trash. No dirt shall be left where sweepings were picked up. There shall be no dirt, trash or foreign matter under desks, tables, or chairs. Damp mopping **does not** include the use of cleaning chemicals. Only "clean water" shall be used for each room. Rinse all floors with clear and clean water.

1.6.7 Floors shall be maintained in such a manner as to promote longevity and safety upon completion of work. All floors shall be left in a clean, orderly and safe condition.

1.7 **Dusting**: General dust shall not be moved from spot to spot, but removed directly from the areas in which it lies by the most effective means – appropriately treated dusting cloths, vacuum tools, etc. When doing high cleaning, dust shall not be allowed to fall from high areas onto furniture and equipment below. The following conditions shall exist after the completion of each dusting task:

1.7.1. There shall be no dust streaks.
1.7.2. Corners, crevices, molding, and ledges shall be free of all dust.
1.7.3. There shall be no oils, spots, or smudges on dusted surfaces caused by dusting tools.

SCOPE OF WORK
JANITORIAL CLEANING SPECIFICATIONS AND CONDITIONS

1. **General Standards and Cleaning Specifications (continued):**

1.8. **Damp-Wiping**: This service consists of using a clean damp cloth or sponge to remove all dirt, spots, streaks and smudges from walls, glass, and other specified surfaces and then drying to provide a polished appearance. When damp wiping in toilet areas, a multi-purpose (disinfectant-deodorizer) cleaner shall be used.

1.9. **Bright Metal Polishing**: Bright metal polishing may be performed by damp wiping and drying with a suitable cloth if a polish appearance is required. However, if a polishing appearance cannot be produced, the Building Supervisor shall be contacted for direction as to the use of an appropriate metal polish.

1.10. **Interior Window Washing and Glass Cleaning**: After each washing operation all glass shall be clean and free of dirt, grime, streaks, excessive moisture, and shall not be cloudy. Glassware moved during the operation shall be returned to its original position.

1.10.1. Window sashes, sills, woodwork about interior glass and other surroundings shall be thoroughly wiped free of drippings and other watermarks.

1.10.2. Windows, which require cleaning on both sides, will have the inside and outside cleaning performed on the same day.

1.11. **Porcelain Ware Cleaning**: Porcelain fixtures (drinking fountains, washbasins, urinals, toilets, etc.) shall be clean and bright; there shall be no dust, spots, stains, rust, green mold, encrustation, or excess moisture.

1.11.1. Walkways and floors adjacent to fixtures shall be free of spots, drippings and watermarks.

1.11.2. Drinking fountains shall be kept free of trash, ink, coffee grounds, etc., and nozzles free from encrustation.

1.12. **Trash Pick-up and Removal**: Empty all waste receptacles (including wastebaskets, ashtray receptacles, trash cans, and boxes if labeled "trash", etc.) Waste receptacles are to be maintained in a clean and odor-free condition. New plastic liners are required daily. Remove and place all trash and waste to a designated central location (dumpster, etc.) for disposal. Trash removal from the premises is not a requirement of this RFP. Empty "recycle paper" containers into recycle bins as needed. If in doubt, set aside material and ask for direction from the Building or Custodial Manager. Trash should be **LIFTED** onto a trash cart and carried out of the building. **Trash must not be dragged on the floor or carpet.** Torn bags must be placed in another bag to avoid spillage.

1.13. **Cleaning Conformance**: All cleaning must be done in conformance with OSHA safety standards and other local laws and regulations.

SCOPE OF WORK
JANITORIAL CLEANING SPECIFICATIONS AND CONDITIONS

2. **VENDOR's Daily Cleaning Responsibilities.**

2.1 Base molding is cleaned every time the hard surface floor is mopped.
2.2 Chalk rails are cleaned daily.
2.3 Wash all countertops and cabinets in the assigned area daily.
2.4 Walls, doors, frames, and thresholds are cleaned daily.
2.5 Elevator floors are cleaned daily. Stainless steel elevator doors and walls are spot-cleaned and polished as needed.
2.6 Obscenities and graffiti are removed as quickly as possible, preferably before students arrive.
2.7 Vinyl, ceramic, terrazzo, and quarry tile are wet mopped daily and are refinished (waxed) at least annually.
2.8 Carpets are vacuumed daily. Carpets are maintained in a manner, which will provide for continuing compliance with applicable flammability standards (SREF 5.5 (I) J (5)).
2.9 All gym floors will be dust mopped daily.
2.10 Interior waste containers (wastebaskets, garbage cans, etc.) are emptied daily and cleaned when needed. Liners are replaced daily.
2.11 Slop sinks are cleaned daily and maintained in good operating condition at all times.
2.12 Outside corridors are cleaned as needed. This includes picking up all debris and sweeping or blowing off the area.
2.13 Outside entrances are cleaned and picked up daily. Entrance mats are swept or vacuumed, and entrance glass is cleaned on both sides daily. Recessed mats are removed, and the recessed area is cleaned weekly or more often as necessary.
2.14 Playgrounds and sidewalks must be kept clean daily to prevent the tracking of sand and dirt into the facility.
2.15 Palm fronds, tree branches, trash, and debris must be picked up daily on the entire campus.
2.16 Restroom sinks and countertops are cleaned daily.
2.17 Door hardware is checked daily. Panic hardware is to be kept in working order at all times. If it is not in working order, notify your supervisor to make the repairs.
2.18 Shop areas are dusted and swept daily. The floors are kept free of waste, grease, and obstructions.
2.19 Stairways are cleaned daily.
2.20 Windows are inspected for broken glass daily.
2.21 Water fountains, sinks, and surrounding countertops are sanitized daily.
2.22 Empty pencil sharpeners daily as needed.
2.23 Replace all burned-out bulbs in the assigned area. In the event that the fixture still does not operate after replacing new bulbs, insert post-it notes on the inside of the fixture cover and inform your custodial supervisor immediately.
2.24 Restock and fill soap, paper towels, and toilet tissue dispensers daily. Inform your custodial supervisor of any broken or missing dispensers in your assigned area immediately.
2.25 Inform the assigned supervisor of any needed repairs or work orders in your assigned area.
2.26 Perform daily sanitation procedures in all restrooms:
2.26.1 Gather tools and supplies necessary. (Spray bottle or 3-gallon pump sprayer filled with the appropriate dilution of disinfectant, toilet brush, sponge, clean mop, wipes, lobby pan, broom, dusting wand, graffiti remover, and clean mop bucket filled with the appropriate dilution of disinfectant.)

2. **VENDOR's Daily Cleaning Responsibilities (continued).**

2.26.2 Remove all debris with the lobby pan and boom. Remove all graffiti daily. Check the ceiling and clean it as needed.

2.26.3 Beginning with the sink and countertop area fully saturate (flood coat) the sink, faucets, dispensers, mirrors, counter, touch zones, and surrounding wall areas using a 3-gallon pump sprayer or spray bottle filled with the appropriate dilution of disinfectant. Do not worry about excess runoff of germicidal solution, it will be absorbed when mopping.

2.26.4 Continue this flood coat process towards the next station of fixtures including toilets, urinals, flush valves, dispensers, partitions, grab bars, and touch areas. Spot clean any wall buildup. (be sure to saturate the entire fixture. Topsides, inside, under seats, and beneath toilet and wall-hung urinals a common space for odors.) Continue moving throughout the restroom with this flood coat process until all fixtures and touch areas in the restroom have been saturated with the germicidal solution. Do not worry about the excess germicidal solution it will be absorbed when mopping.

2.26.5 Return to the sink and countertop area with a sponge and thoroughly agitate the entire area vigorously. Be sure to scrub all faucets, dispensers, touch zones, mirrors, and countertop areas. (Do not use a toilet or urinal brush or sponge on these areas.)

2.26.6 Continue to the next station of fixtures and agitate this entire area vigorously with a sponge, brush or wipe being sure to scrub flush valves, top, sides, behind and underneath the unit, touch zones, partitions, grab bars, and dispensers until all fixtures, flush valves, dispensers and touch zones have been agitated throughout the entire restroom. Spot clean any wall buildup (Do not use the toilet/urinal brush or sponge to clean flush valves, dispensers, and touch zones).

2.26.7 Use a sponge to knock down an excess germicidal solution from all horizontal surfaces such as countertops. Use drying wipes to thoroughly dry all chrome, stainless steel, flush valves, faucets, dispensers, mirrors, and bright work to prevent discoloration. Let fixtures air dry. (Dry seat if restroom is to be reopened immediately) Replace any damaged dispensers immediately and report any needed repairs to your supervisor. Refill dispensers as necessary.

2.26.8 Damp mop the entire floor space beginning at the furthest most wall and working towards the center and doorway with disinfectant and flush the floor drain with the remaining germicidal solution. Wipe entrance door wells and doors with disinfectant solution until free of handprints and dirt. (Note: Germicidal solution in mop bucket is only usable for an individual group restroom. It is necessary to refill the bucket with a fresh germicidal solution to continue to the next restroom. **DO NOT** use mop from restrooms on hallway or classroom floors to avoid cross-contamination. Utilize a labeled and separate mop for these purposes.)

3. **Property Damage.** VENDOR shall advise SBBC personnel immediately of any damage noticed by the VENDOR's personnel while on duty. VENDOR shall immediately report to an SBBC representative on duty, any damage that occurs to SBBC property by VENDOR's personnel on the same day as such damage may occur. VENDOR-caused damage shall be promptly corrected to the satisfaction of SBBC, and any cost to resolve the matter will be borne solely by the VENDOR. SBBC may withhold payment or make such deductions as it might deem necessary to ensure reimbursement for loss and/or damage to the property through negligence of the VENDOR. In the event of a dispute regarding property damage between the school, building or center and the VENDOR, the decision of the SBBC designee shall be final and binding on both parties.

4. **SBBC's Right to Change Crew Size or Revise Working Hours.** SBBC reserves the right to temporarily or permanently increase or decrease the level of custodial services at any time, or revise the working hours based on the needs of the SBBC location with adequate notice to the VENDOR. This may result from a change in the cleaning program, a change in the anticipated use of the building, building renovation, or circumstances not foreseen by this contract. In such event, VENDOR shall work with SBBC to increase or decrease the crew staff, or change the normal work hours at no additional cost to SBBC.

5. **Coordination with Construction/Renovation Activities within Schools or Centers.** VENDOR shall coordinate cleaning activities with any construction/renovation activities that may be underway in the building(s). VENDOR shall be responsible for removing dust and dirt from areas adjacent to construction areas. VENDOR may also be required to delay or reschedule assigned cleaning tasks to avoid interference with construction activities. This will in no way relieve the VENDOR of its ongoing cleaning obligations under the terms of this Agreement.

6. **Cleaning Emergencies During the Work Day.** On occasion, a cleaning emergency will arise during the workday (Examples: toilet overflow, clogged sinks). Upon request by SBBC, VENDOR shall handle the emergency with custodians on hand at no additional cost to SBBC.

7. **Building Security During Recess Periods.** VENDOR shall close and lock all windows and exit doors, and turn off all lights when finished cleaning a building. The Building Supervisor shall walk around the outside of the building to check to make sure all windows and doors have been locked and lights turned off. **Doors are not to be propped open at any time while working in a building**.

8. **Minimum Wage Rate:** VENDOR shall be required to pay its employees the current Federal minimum wage rate. SBBC reserves the right to inspect the payroll records of the VENDOR as may be deemed necessary to determine the VENDOR's compliance with the Federal Wage and Hour Law.

9. **Unauthorized Work:** Any work which may be performed by the VENDOR prior to receipt of a purchase order, work done contrary to or regardless of the instructions by SBBC or any extra work performed without written authorization, will be considered unauthorized work and at the expense of the VENDOR and will not by paid by SBBC.

SCOPE OF WORK
JANITORIAL CLEANING SPECIFICATIONS AND CONDITIONS

10. **Suspension.** VENDOR's services may be suspended by SBBC if there is a perceived breach of security, use of personnel by the VENDOR who are unknown to SBBC, personnel who pose a threat to the security of SBBC by action, deed or appearance, and/or failure of the VENDOR to comply with personnel identification requirements or as deemed necessary by SBBC. Such suspensions shall be canceled upon the VENDOR's resolving the matter to the satisfaction of SBBC.

11. **Reports.** VENDOR shall provide SBBC school administration with a weekly attendance and/or sign-in sheet for each building location assigned. Attendance and hours shall be recorded daily, or in accordance with the work schedule of services. A legible copy of this report shall be provided weekly to the school or District location receiving services. This report shall verify all hours worked and serve as a documented personnel attendance log. In addition, VENDOR shall provide SBBC with a weekly inspection report for each location. The inspection report will verify VENDOR has performed all required services.

12. **Inspections.** The school, department or center receiving cleaning services from the VENDOR, reserves the right to make, or cause to be made, such inspections as are deemed necessary to assure that the requirements of these specifications are being fulfilled. If the VENDOR fails to comply with the specifications, it may be cause for a penalty or termination of this contract.

13. **Penalty Provisions for Non-Performance.** In the event the VENDOR fails to perform any of the obligations required of VENDOR or to provide the required janitorial services in a good workmanship manner, SBBC may suspend or withhold an amount of payment to the VENDOR of any monies to be paid to the VENDOR pursuant to the contract. Such penalties shall be canceled upon the VENDOR resolving the matter to the satisfaction of SBBC.

14. **Meetings.** Meetings with the VENDOR may be called by SBBC's Custodial Grounds Department – Physical Plant Operations. A representative(s) from the VENDOR's firm will be required to attend when notified.

Established 1915
BROWARD
County Public Schools

Procurement & Warehousing Services
Mary C. Coker, Director
7720 West Oakland Park Boulevard
Sunrise, Florida 33351
phone: 754-321-0505 • fax: 754-321-0936
mary.coker@browardschools.com
www.browardschools.com/PWS

The School Board of Broward County, Florida

Lori Alhadeff, Chair
Debra Hixon, Vice Chair

Torey Alston
Brenda Fam, Esq.
Dr. Jeff Holness
Sarah Leonardi
Nora Rupert
Dr. Allen Zeman

Dr. Peter B. Licata
Superintendent of Schools

November 28, 2023

Anaise Antonie Cidalien, Owner and CEO
J and A Cleaning Company, LLC
1702 Southwest 70th Avenue
North Lauderdale, Florida 33068

RE: RFP-FY23-277 - Janitorial Support Services

To Whom It May Concern:

Attached is the executed Agreement between The School Board of Broward County, Florida, and J and A Cleaning Company, LLC. This is the result of the School Board's approval on November 8, 2023, for Item OO-18. Full details are outlined in the Agreement.

Sincerely,

Mary Catherine Coker, Director
Procurement & Warehousing Services

MCC: bm
Attachment(s)

cc: Thais Souza, Purchasing Agent III
Alison Witoshynsky, Executive Director, Physical Plant Operations
Annmarie Richards, Coordinator, Economic Development & Diversity Compliance

Status: ADDED ITEM

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-17.
Consent or Open Item:	Open
Special Order:	NO
Time for Special Order:	

TITLE:

RFP-FY23-277 - Janitorial Support Services
ADDED

REQUESTED ACTION:

Approve the Agreements for the Request for Proposal (RFP); Contract Term: November 8, 2023 through November 7, 2026, with an option for two additional one-year renewal periods; Award Amount: $2,700,000; Awarded Vendor(s): Seven, See Executive Summary; Small/Minority/Women Business Enterprise Vendor(s): Amer-Plus Janitorial Maintenance, LLC; J and A Cleaning Company, LLC; Janitorial 5 Star Services, LLC; P.C.S. Professional Cleaning Services Corporation; 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.
These Agreements have been reviewed and approved as to form and legal consent by the Office of the General Counsel.

EXHIBITS:

Executive Summary
Financial Analysis Worksheet
Agreements-7-ONLINE
Award Recommendation

FINANCIAL IMPACT:

$2,700,000 from individual school operating budgets and the Physical Plant Operations department operating budget.

STRATEGIC PLAN ALIGNMENT:
Student Focus Outcomes

OR • **Business Operations**

BOARD ACTION:
(For Official School Board Records Only)
APPROVED

SOURCE OF ADDITIONAL INFORMATION

Name:	Judith M. Marte	Phone:	754-321-2611
Name:	Debora Czubkowski	Phone:	754-321-2659

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

Approved in Open Board Meeting On: November 8, 2023

By: Lori Alhadeff
School Board Chair

Form $4189 Revised 7/23
PBL/VSW

AGREEMENT

THIS AGREEMENT is made and entered into by and between:

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
(hereinafter referred to as "SBBC"),
a body corporate and political subdivision of the State of Florida,
whose principal place of business is
600 Southeast Third Avenue, Fort Lauderdale, Florida 33301

and

J AND A CLEANING COMPANY LLC
(hereinafter referred to as "VENDOR"),
whose principal place of business is
1702 SW 70th Ave, North Lauderdale, Florida 33068

WHEREAS, SBBC issued a Request for Proposal identified as RFP FY23-277 – Janitorial Supplemental Services dated May 19, 2023, and amended by Addendum No. 4, dated July 10, 2023, Addendum No. 3, dated June 13, 2023, Addendum No. 2, dated June 12, 2023, and Addendum No. 1, dated May 23, 2023 (hereinafter "RFP"); all of which are incorporated by reference herein, for the purpose of receiving proposals for Janitorial Supplemental Services; and

WHEREAS, VENDOR offered a proposal dated July 11, 2023, in response to the RFP (hereinafter "Proposal") incorporated herein by reference.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

ARTICLE 1 - RECITALS

1.01 **Recitals.** The parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.

ARTICLE 2 – SPECIAL CONDITIONS

2.01 **Term of Agreement.** The term of this Agreement shall be for three (3) years commencing on November 8, 2023 (the "Effective Date") and ending on November 7, 2026, unless terminated earlier pursuant to section 3.05 of this Agreement. The term of the Agreement may, by mutual agreement between SBBC and VENDOR, be extended for two (2) additional, one (1) year terms and, if needed, 180 days beyond the expiration date of the final one (1) year renewal period. SBBC's Procurement & Warehousing Services Department, will, if considering renewing, request a letter consenting to renewal from VENDOR, prior to the end of the term. Any renewal period shall be approved by a written Amendment to this Agreement that is approved and executed by both parties.

2.02 **Description of Services Provided**. VENDOR shall provide SBBC with the Scope of Services, Janitorial Cleaning Services and Conditions in its Proposal and in compliance with this Agreement, the RFP and its Addenda, and as specified in **Attachment A** – Scope of Services, Janitorial Cleaning Services and Conditions.

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. 4, then;
Third:	Addendum No. 3, then;
Fourth:	Addendum No. 2, then;
Fifth:	Addendum No. 1, then;
Sixth:	RFP FY23-277 – Janitorial Supplemental Services, then;
Seventh:	Proposal submitted in response to the RFP by VENDOR.

2.04 **School Board Responsibilities**.

(a) SBBC shall provide access to site locations within Broward County, Florida.

(b) SBBC shall provide reasonable storage space(s) for VENDOR at the site location(s) to use that will be necessary for the performance of the services required herein. SBBC shall have access to these spaces for the purpose of inspection for compliance with fire, health, and any other applicable and OSHA regulations. The use of such spaces shall be the responsibility of VENDOR and any damage to property, theft of property, or injury to persons resulting from the use of such rooms shall be the liability of the VENDOR. SBBC will not be responsible in any way for the VENDOR's supplies, equipment, materials, or personal belongings that may be damaged by fire, theft, accident, or any other incident.

(c) SBBC shall supply to VENDOR with light, power, hot and cold water as may be required for the cleaning of premises under the terms of this contract.

(d) All cleaning supplies, materials, equipment and appropriate Material Safety Data Sheets (MSDS) will be furnished by SBBC to VENDOR upon request. If cleaning supplies and materials are running low in stock, VENDOR should notify the site's Custodial Supervisor for replacement items.

(e) Each location will designate a location-based representative to inspect and supervise work and monitor VENDOR's performance.

(f) SBBC site location shall authorize payment of invoices for satisfactory work performed.

2.05 **VENDOR's Responsibilities and Technical Specifications**.

(a) Hours of Service: All janitorial services will be required to be performed as described under types of services (Routine/Priority). Breaks during working hours will be provided in accordance with applicable laws and statutes. SBBC site location may require the VENDOR to alter work days or work hours in order to meet special SBBC location or building

schedule requirements. These services shall involve no additional cost to the School Board, as described under Routine/Priority types of services. The District observes the following holidays: Christmas Eve, Christmas Day, New Year's Eve, New Year's Day, Thanksgiving Day, 4th of July, Memorial Day and Labor Day.

(b) VENDOR shall provide all cleaning services as stated in **Attachment A** of this Agreement. For timekeeping purposes, VENDOR's staff shall clock-in and clock-out using the Kronos Timekeeping System or some type of timekeeping mechanism at the site location. If the site location does not have the Kronos system, then VENDOR's staff clock-in and clock-out times will have to be manually recorded and signed off by the school-based Head Facilities Service Person (HFSP)/ Assistant Head Facilities Service Person (AHFSP) at that site location. It is also the responsibility of the VENDOR to keep accurate clock-in and clock-out times for their own staff working at the site location.

(c) Communications. VENDOR must be able to respond to service requests as described in Section 2.05(l). VENDOR must provide a method to receive service request calls from SBBC, seven (7) days per week and twenty-four (24) hours per day.

(d) Employees. All VENDOR's employees must be eighteen (18) years of age or older. No minors will be allowed to work under this contract. No minor children of the VENDOR's employees are allowed on School Board property during work time. VENDOR shall follow all labor laws for the State of Florida and OSHA requirements.

(e) Appearance. VENDOR's personnel shall present a professional appearance, neat, clean, well-groomed, courteous, properly uniformed, and conduct themselves in a respectable manner, in the performance of their duties, while on SBBC property. VENDOR's personnel shall wear an appropriate uniform and always be identified with an SBBC Photo ID badge at all times in accordance with the Photo Identification Badge requirements of the RFP. SBBC shall be furnished with a list of personnel assigned to this contract. VENDOR shall be responsible for keeping this personnel list up-to-date.

(f) Training and Personnel. VENDOR shall provide formal on-the-job training and conduct meetings with the VENDOR's employees on the VENDOR's own time. The school/District location served by the VENDOR must be advised in advance of the scheduled dates and times of these training sessions and may elect to attend. VENDOR shall provide previously trained and experienced housekeeping personnel for use on this contract.

(g) VENDOR's employees shall not open desk drawers or cabinets at any time. VENDOR's employees shall not look or read paperwork or articles on desks or tables.

(h) VENDOR's employees are not to use or tamper with office machines and equipment and SBBC employee's personal property at any time.

(i) VENDOR's employees are not to use SBBC telephones at any time. Employees may use their personal cell phones, if applicable, during break time only; not during worktime.

(j) VENDOR shall enforce strict discipline and good order among their employees. VENDOR shall exercise the necessary supervision and control to prevent their employees from

violating SBBC rules and regulations. VENDOR shall, upon notice given by SBBC, replace any employee(s) within twenty-four (24) hours with or without cause.

(k) Staffing. It shall be the responsibility of the VENDOR to provide the personnel and man-hours that are necessary to accomplish the requirements of this Agreement in its entirety, within the prescribed time and to the satisfaction of the SBBC representative.

1) If the VENDOR cannot accomplish the requirements of this Agreement with the number of personnel or man-hours, an SBBC representative or the site location may demand an increase in personnel and/or man-hours, until the requirement(s) are met.
2) VENDOR must keep an attendance record, as per section 2.05(b), that will be kept of all workers by date, name, time in, time out and hours worked at the SBBC location. This log should be kept on-site and available to the SBBC representative when requested.
3) VENDOR must keep, for each worker, a log of his or her work. The log will be a list of the regular duties as specified by the contract with blanks for time started and time finished. The object of the log shall be to give an accurate account of the time required to complete each task. The final form of the log to be used must meet the approval of the SBBC Custodial representative.

(l) Communications Skills: A minimum competency in the English language is essential to permit discussion of SBBC's concerns and requirements, to understand the proper use of cleaning chemicals, and to understand vital instructions in emergency and non-emergency situations. VENDOR must have staff available, as needed, to sufficiently read and write the English language.

(m) Security Rules. VENDOR shall follow all security rules as provided by SBBC. (Refer to Section 2.05(b)). Below is a list of general security rules which is not all-inclusive; additional security rules will be provided by SBBC to VENDOR.

1) No visitors are permitted within the perimeter of the buildings under contract.
2) No unauthorized personnel are to accompany the contractor's employees to work.
3) After cleaning, the building will be locked unless otherwise specified by SBBC representative.
4) No unauthorized use of school telephones except for emergency cases only. Emergency calls can be made by dialing 911.
5) All suspicious persons and situations (i.e., suspicious packages, alarm problems or other safety-related details) SHALL be reported immediately to SBBC's Security Personnel.
6) VENDOR's staff are to promptly notify an SBBC representative at each location of irregularities, i.e., defective plumbing, lights out, etc.
7) No smoking is permitted any time inside buildings. No possession or consumption of intoxicating beverages or illegal drugs or intoxicating quantities of unprescribed legal drugs are permitted on School Board

property. No firearms or dangerous weapons are allowed on School Board property.

2.06 **Cost and Payment**.

(a) Cost: The costs to SBBC for services that VENDOR must satisfactorily render under this Agreement are as follows:

Item #	Janitorial Service	Estimated Hours per Person	Response Level	Hourly Rate
1.	Weekdays, Monday – Fridays 5:00 am – 12:00 am	80 hours of service or more	Over 24 hours	**$23.00**
Hourly Rate: Twenty-Three Dollars and .00/100 Cents per hour ($23.00)				
2.	Weekdays, Monday – Fridays 5:00 am – 12:00 am	80 hours of service or more	Less than 24 hours	**$25.50**
Hourly Rate: Twenty-five Dollars and .50/100 Cents per hour ($25.50)				
3.	Weekdays, Monday – Fridays 5:00 am – 12:00 am	Less than 80 hours of service	Over 24 hours	**$24.00**
Hourly Rate: Twenty-Four Dollars and .00/100 Cents per hour ($24.00)				
4.	Weekdays, Monday – Fridays 5:00 am – 12:00 am	Less than 80 hours of service	Less than 24 hours	**$26.50**
Hourly Rate: Twenty-Six Dollars and .50/100 Cents per hour ($26.50)				
5.	Weekends – Saturday 5:00 am – Sunday 12:00 am	43 hours or less	Over 24 hours	**$25.50**
Hourly Rate: Twenty-five dollars and .50/100 Cents per hour				
6.	Weekends – Saturday 5:00 am – Sunday 12:00 am	43 hours or less	Less than 24 hours	**$27.00**
Hourly Rate: Twenty-Seven Dollars and .00/100 Cents per hour ($27.00)				

(b) Payments.

1) The requesting location shall request a price quote from VENDOR, with the same quote being based upon the costs listed in section 2.06(a), that shall be used to create a valid requisition.

2) SBBC will appropriately issue Purchase Orders ("PO") under this Agreement. VENDOR shall not construe an issuance of a PO as authority to commence the Services under this Agreement. SBBC will notify VENDOR when services may commence at the site location.

3) Any service provided prior to the receipt of the Purchase Order (PO) is at the full risk of the seller. SBBC is not responsible for the payment of any service or product before issuing the corresponding PO.

4) VENDOR shall submit proper and appropriate invoices, which shall include the purchase order number, in the format as prescribed by SBBC. VENDOR shall include any other information on the invoice required under this Agreement and any other additional information required by SBBC.

5) VENDOR shall submit all invoices via email to SBBC requisitioner's identified point of contact, and directly to BCPS's Accounts Payable Department via email at FRDAPHELP@browardschools.com/ or to the following mailing 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

6) The respective district location, through accounts payable, shall pay all proper and appropriate VENDOR invoices within seven (7) calendar days after receipt of the same invoice. VENDOR is a certified Small/Minority/Women Business Enterprise (SMWBE) vendor with SBBC.

7) VENDOR shall seek all payment from the respective district location that created the valid requisition.

8) The costs within VENDOR's weekly invoices shall not exceed the total amount as stated on the POs that SBBC issues under this Agreement. VENDOR may offer, at any time to SBBC, a special educational discount for pricing and/or reduce the cost of services during the term of this Agreement. VENDOR may invoice SBBC at an hourly rate less than its original bid price at any time during the term of this Agreement.

9) Florida statute prohibits advance payment for services received. Invoices will be processed after the performance of the service.

2.07 **No Disclosure of SBBC Education Records**. SBBC shall not disclose any education records to VENDOR pursuant to this Agreement. However, should VENDOR come into contact with education records during the course of contracted responsibilities, these records are confidential and protected by the Family Educational Rights and Privacy Act (FERPA) and state laws and may not be used or re-disclosed. VENDOR's use or re-disclosure may violate applicable federal and state laws.

2.08 **VENDOR Safeguarding Confidentiality of Education Records**.

(a) Notwithstanding any provision to the contrary within this Agreement, VENDOR shall:

1) fully comply with the requirements of Sections 1002.22, 1002.221, and 1002.222, Florida Statutes; the Family Educational Rights and Privacy Act, 20 U.S.C § 1232g (FERPA) and its implementing regulations (34 C.F.R. Part 99), and any other state or federal law or regulation regarding the confidentiality of student information and records;

2) hold any education records in strict confidence and not use or redisclose same except as required by this Agreement or as required or permitted by law

unless the parent of each student or a student aged 18 years or older whose education records are to be shared provides prior written consent for their release;

3) ensure that, at all times, all of its employees who have access to any education records during the term of their employment shall abide strictly by its obligations under this Agreement and that access to education records is limited only to its employees that require the information to carry out the responsibilities under this Agreement and shall provide said list of employees to SBBC upon request;

4) safeguard each education record through administrative, physical, and technological safety standards to ensure that adequate controls are in place to protect the education records and information in accordance with FERPA's privacy requirements;

5) notify SBBC immediately upon discovery of a breach of confidentiality of education records by telephone at 754-321-0300 (Manager, Information Security), and 754-321-1900 (Privacy Officer), and email at privacy@browardschools.com, and take all necessary notification steps as may be required by federal and Florida law, including, but not limited to, those required by Section 501.171, Florida Statutes;

6) 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;

7) be responsible for any fines or penalties for failure to meet breach notice requirements pursuant to federal and/or Florida law

2.09 **Inspection of VENDOR's Records by SBBC**. VENDOR shall establish and maintain books, records, and documents (including electronic storage media) sufficient to reflect all income and expenditures of funds provided by SBBC under this Agreement. All VENDOR's applicable records, regardless of the form in which they are kept, shall be open to inspection and subject to audit, inspection, examination, evaluation, and reproduction, during normal working hours, by SBBC's agent or its authorized representative to permit SBBC to evaluate, analyze, and verify the satisfactory performance of the terms and conditions of this Agreement and to evaluate, analyze, and verify the applicable business records of VENDOR directly relating to this Agreement in order to verify the accuracy of invoices provided to SBBC. Such audit shall be no more than one (1) time per calendar year.

(a) Duration of Right to Inspect. For the purpose of such audits, inspections, examinations, evaluations, and reproductions, SBBC's agent or authorized representative shall have access to VENDOR's records from the Effective Date of this Agreement, for the duration of the term of this Agreement, and until the later of five (5) years after the termination of this Agreement or five (5) years after the date of final payment by SBBC to VENDOR pursuant to this Agreement.

(b) Notice of Inspection. SBBC's agent or its authorized representative shall provide VENDOR reasonable advance written notice [not to exceed two (2) weeks] of any intended audit, inspection, examination, evaluation, and reproduction.

(c) Audit Site Conditions. SBBC's agent or its authorized representative shall have reasonable access to VENDOR's facilities and to any and all records related to this Agreement, and shall be provided adequate and appropriate work space in order to exercise the rights permitted under this section.

(d) Failure to Permit Inspection. Failure by VENDOR to permit audit, inspection, examination, evaluation, and reproduction as permitted under this section constitutes grounds for termination of this Agreement by SBBC for cause and are grounds for SBBC's denial of some or all of any VENDOR's claims for payment.

(e) Overcharges and Unauthorized Charges. If an audit conducted in accordance with this section discloses overcharges or unauthorized charges to SBBC by VENDOR in excess of two percent (2%) of the total billings under this Agreement, the actual cost of SBBC's audit shall be paid by VENDOR. If the audit discloses billings or charges to which VENDOR is not contractually entitled, VENDOR shall pay said sum to SBBC within twenty (20) calendar days of receipt of written demand.

(f) Inspection of Subcontractor's Records. If applicable, VENDOR shall require any and all subcontractors, insurance agents, and material suppliers (hereafter referred to as "Payees") providing services or goods with regard to this Agreement to comply with the requirements of this section by insertion of such requirements in any written subcontract. Failure by VENDOR to include such requirements in any subcontract constitutes grounds for termination of this Agreement by SBBC for cause and are grounds for the exclusion of some or all of any Payees' costs from amounts payable by SBBC to VENDOR pursuant to this Agreement and such excluded costs shall become the liability of VENDOR.

(g) Inspector General Audits. VENDOR shall comply and cooperate immediately with any inspections, reviews, investigations, or audits deemed necessary by the Florida Office of the Inspector General or by any other state or federal officials.

2.10 **Notice**. When any of the parties desire to give notice to the other, such notice must be in writing, sent by U.S. Mail, postage prepaid, addressed to the party for whom it is intended at the place last specified; the place for giving notice shall remain such until it is changed by written notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving notice:

To SBBC:	Superintendent of Schools The School Board of Broward County, Florida 600 Southeast Third Avenue Fort Lauderdale, Florida 33301
With a Copy to:	Executive Director, Physical Plant Operations The School Board of Broward County, Florida 3810 NW 10th Avenue Fort Lauderdale, Florida 33309

To VENDOR:	Anaise Antonie Cidalien, Owner and CEO J and A Cleaning Company LLC 1702 SW 70th Ave North Lauderdale, Florida 33068 Email: anaise@jandacleaningcompanyllc.com
With a Copy to:	Anaise Antonie Cidalien, Owner and CEO J and A Cleaning Company LLC 1702 SW 70th Ave North Lauderdale, Florida 33068 Email: jandacleaningcompany28@gmail.com

2.11 **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.

2.12 **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.

2.13 **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.

2.14 **Liability**. This section survives the termination of all performance or obligations under this Agreement and is fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

(a) By SBBC. SBBC agrees to be fully responsible up to the limits of Section 768.28, Florida Statutes, for its acts of negligence, or its employees' acts of negligence when acting within the scope of their employment and agrees to be liable, up to the limits of Section 768.28, Florida Statutes, for any damages resulting from said negligence.

(b) By VENDOR. VENDOR agrees to indemnify, hold harmless and defend SBBC, its agents, servants and employees from any and all claims, judgments, costs, and expenses including, but not limited to, reasonable attorney's fees, reasonable investigative and discovery costs, court costs, and all other sums which SBBC, its agents, servants, and employees may pay or become obligated to pay on account of any, all and every claim or demand, or assertion of liability, or any claim or action founded thereon, arising or alleged to have arisen out of or due to the products, goods, or services furnished by VENDOR, its agents, servants, or employees; the equipment of VENDOR, its agents, servants, or employees while such equipment is on premises owned or controlled by SBBC; or the negligence of VENDOR or the negligence of VENDOR's agents when acting within the scope of their employment, whether such claims, judgments, costs,

and expenses are for damages, damage to property including SBBC's property, and injury or death of any person whether employed by VENDOR, SBBC, or otherwise.

2.15 **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.

(f) Verification of Coverage. Proof of insurance must be submitted to the insurance tracking system within fifteen (15) days of this notification. You will receive a system-generated email within three (3) business days of this letter with insurance requirements and a unique link to upload your certificate of insurance (located at the bottom of the email as a blue box labeled "Upload COI"). **YOU MUST RECEIVE A NOTICE OF COMPLIANCE.**

- New vendors will receive an email notification requesting account verification and insurance agent information.
- Existing vendors will receive an email notification of their current status.

(g) Required Conditions. Liability policies must include the following terms on the Certificate of Insurance:

1) The School Board of Broward County, Florida, its members, officers, employees, and agents are added as additional insureds.

2) All liability policies are primary of all other valid and collectible coverage maintained by The School Board of Broward County, Florida.

3) **Certificate Holder: The School Board of Broward County, Florida, 600 SE 3rd Avenue, Fort Lauderdale, Florida 33301**

(h) Cancellation of Insurance. VENDOR is prohibited from providing services under this Agreement with SBBC without first obtaining the minimum required insurance coverage and must notify SBBC within two (2) business days if required insurance is canceled.

(i) SBBC reserves the right to review, reject, or accept any required policies of insurance, including limits, coverages, or endorsements herein throughout the term of this Agreement.

2.16 **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 is considered a material breach of this Agreement and may result in termination of this Agreement, disqualification of the company from participating in SBBC Agreements, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third-party.

2.17 **Annual Appropriation.** SBBC's performance and obligations under this Agreement is contingent upon an annual budgetary appropriation by its governing body. If SBBC does not allocate funds for the payment of services or products to be provided under this Agreement, this Agreement may be terminated by SBBC at the end of the period for which funds have been allocated. SBBC shall notify the other party at the earliest possible time before such termination. No penalty accrues to SBBC if this provision is exercised, and SBBC is not obligated or liable for any future payments due or any damages as a result of termination under this section.

2.18 **Excess Funds.** Any party receiving funds paid by SBBC under this Agreement agrees to promptly notify SBBC of any funds erroneously received from SBBC upon the discovery of such erroneous payment or overpayment. Any such excess funds shall be refunded to SBBC, together with any applicable statutory interest.

2.19 **Proprietary Information.**

(a) Any documents or materials submitted to SBBC shall be open for inspection by any person in accordance with Section 119.07, Florida Statutes, except as otherwise exempted from disclosure by applicable law. A party contracting with SBBC must clearly mark, label, designate, or identify any portions of any documents or materials it provides to SBBC which are claimed to be confidential and exempt from public inspection, provided that the confidential or exempt portions of such documents or materials are clearly marked with specific citations of law that provide the asserted confidentiality or exemption. A contracting party's failure to identify any confidential or exempt portions of documents or materials or to specify the law establishing their confidential or exempt status is a waiver of confidential or exempt status for any such unidentified or unsupported portions of any documents or materials.

(b) If SBBC receives a public record request for documents or materials in its custody under this Agreement which have been properly marked as confidential or exempt, SBBC will notify the contracting party of the public records request. The notice shall state that the requested materials will be produced by SBBC to the requesting party within ten (10) calendar days of the date of the written notification, unless the contracting party has initiated an action at its sole cost and expense in a court of competent jurisdiction to preclude the release of the requested materials. The contracting party shall name the party requesting the documents or materials as a defendant and will not name SBBC as a party to the action, but will provide SBBC with notice of such proceedings. The contracting party agrees to indemnify SBBC for any costs, expenses, and attorney's fees SBBC may incur with regard to any legal proceedings and judgments that may arise from the request for the contracting party's public records that are subject to claims of confidential or exempt status. A failure to timely initiate the legal action required by this paragraph is a waiver of any claim that the requested information is confidential and exempt from public disclosure. The contracting party waives any cause of action against SBBC for the release of materials pursuant to a public records request except for any claims based upon the intentional or grossly negligent conduct of any employee of SBBC.

2.20 **Incorporation by Reference.** **Attachment A** attached hereto and referenced herein are incorporated into this Agreement by reference.

ARTICLE 3 – GENERAL CONDITIONS

3.01 **No Waiver of Sovereign Immunity.** Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable or of any rights or limits to liability existing under Section 768.28, Florida Statutes. This section survives the termination of all performance or obligations under this Agreement and is fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

3.02 **No Third-Party Beneficiaries.** The parties expressly acknowledge that it is not their intent to create or confer any rights or obligations under this Agreement in or upon any third person or entity. None of the parties intend to directly or substantially benefit a third-party by this Agreement. The parties agree that there are no third-party beneficiaries to this Agreement and that no third-party is entitled to assert a claim against any of the parties based upon this Agreement. Nothing herein shall be construed as consent by an agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of any Agreement.

3.03 **Independent Contractor**. The parties to this Agreement are acting in the capacity of independent contractors and not as an officer, employee, or agent of one another. Neither party or its respective agents, employees, subcontractors, or assignees shall represent to others that it has the authority to bind the other party unless specifically authorized in writing to do so. No right to SBBC retirement, leave benefits, or any other benefits of SBBC employees exists as a result of the performance of any duties or responsibilities under this Agreement. SBBC is not responsible for Social Security, withholding taxes, contributions to unemployment compensation funds or insurance for the other party or the other party's officers, employees, agents, subcontractors, or assignees.

3.04 **Default**. The parties agree that, if either party is in default of its obligations under this Agreement, the non-defaulting party shall provide to the defaulting party (30) calendar days' written notice to cure the default. However, if said default cannot be cured within said thirty (30) calendar day period and the defaulting party is diligently attempting in good faith to cure same, the time period will be reasonably extended to allow the defaulting party additional cure time. Upon the occurrence of a default that is not cured during the applicable cure period, this Agreement may be terminated by the non-defaulting party upon thirty (30) calendar days' notice. This remedy is not intended to be exclusive of any other remedy, and each and every such remedy is cumulative and in addition to every other remedy now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder precludes any other or future exercise thereof. Nothing in this section shall be construed to preclude termination for convenience pursuant to section 3.05.

3.05 **Termination**. This Agreement may be terminated with or without cause by SBBC during the term hereof upon thirty (30) calendar days' written notice to the other parties of its desire to terminate this Agreement. In the event of such termination, SBBC is entitled to a *pro rata* refund of any pre-paid amounts for any services scheduled to be delivered after the effective date of such termination. SBBC has no liability for any property left on SBBC's property by any party to this Agreement after the termination of this Agreement. Any party contracting with SBBC under this Agreement agrees that any of its property placed upon SBBC's facilities pursuant to this Agreement shall be removed within ten (10) business days following the termination, conclusion, or cancellation of this Agreement and that any such property remaining upon SBBC's facilities after that time shall be deemed to be abandoned, that title to such property shall pass to SBBC, and that SBBC may use or dispose of such property as SBBC deems fit and appropriate.

3.06 **Compliance with Laws**. Each party shall comply with all applicable federal, state and local laws, SBBC policies, codes, rules, and regulations in performing its duties, responsibilities, and obligations pursuant to this Agreement.

3.07 **Place of Performance**. All of SBBC's obligations under the terms of this Agreement are reasonably susceptible of being performed in Broward County, Florida and are payable and performable in Broward County, Florida.

3.08 **Governing Law and Venue**. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any disputes, controversies, or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted exclusively to the jurisdiction of the State courts of the Seventeenth Judicial Circuit of Broward County, Florida or

to the jurisdiction of the United States District Court for the Southern District of Florida. Each party agrees and admits that the state courts of the Seventeenth Judicial Circuit of Broward County, Florida or the United States District Court for the Southern District of Florida has jurisdiction over it for any dispute arising under this Agreement.

3.09 **Entirety of Agreement**. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof is predicated upon any prior representations or agreements, whether oral or written.

3.10 **Binding Effect**. This Agreement is binding upon and inures to the benefit of the parties hereto and their respective successors and assigns.

3.11 **Assignment**. Neither this Agreement nor any interest herein may be assigned, transferred, or encumbered by any party without the prior written consent of the other party. There shall be no partial assignment of interests under this Agreement including, without limitation, the partial assignment of any right to receive payments from SBBC.

3.12 **Captions**. The captions, section designations, section numbers, article numbers, titles, and headings appearing in this Agreement are inserted only as a matter of convenience, have no substantive meaning, and in no way define, limit, construe, or describe the scope or intent of such articles or sections of this Agreement, nor in any way affect this Agreement and shall not be construed to create a conflict with the provisions of this Agreement.

3.13 **Severability**. If any one or more of the sections, paragraphs, sentences, clauses, or provisions contained in this Agreement is held by a court of competent jurisdiction to be invalid, illegal, unlawful, unenforceable, or void in any respect, such does not affect the remaining portions of this Agreement and the same remain in full force and effect as if such invalid, illegal, unlawful, unenforceable, or void sections, paragraphs, sentences, clauses, or provisions had never been included.

3.14 **Preparation of Agreement**. The parties acknowledge that they have sought and obtained whatever competent advice and counsel necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to herein expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

3.15 **Amendments**. No modification, amendment, or alteration in the terms or conditions contained herein is effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by each party hereto.

3.16 **Waiver**. The parties agree that each requirement, duty and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. Any party's failure to enforce any provision of this Agreement is not a waiver of such provision or modification of this Agreement unless the waiver is in writing and

signed by the party waiving such provision. A written waiver is only effective as to the specific instance for which it is obtained and is not a continuing or future waiver.

3.17 **Force Majeure**. Neither party is obligated to perform any duty, requirement, or obligation under this Agreement if such performance is prevented by fire, hurricane, earthquake, explosion, wars, sabotage, accident, flood, acts of God, strikes, or other labor disputes, riot or civil commotions, epidemics, pandemics, government regulations, and the issuance or extension of existing government orders of the United States, the State of Florida, or local county and municipal governing bodies, or by reason of any other matter or condition beyond the control of either party, and which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall a lack of funds on the part of either party be deemed Force Majeure.

3.18 **Rights and Remedies.** The duties and obligations imposed by this Agreement and the rights and remedies available thereunder are in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

3.19 **Survival**. All representations and warranties made herein, indemnification obligations, obligations to reimburse SBBC, obligations to maintain and allow inspection and audit of records and property, obligations to maintain the confidentiality of records, reporting requirements, and obligations to return public funds survive the termination of this Agreement.

3.20 **Agreement Administration.** SBBC has delegated authority to the Superintendent of Schools or her/his designee to take any actions necessary to implement and administer this Agreement.

3.21 **Counterparts and Multiple Originals.** This Agreement may be executed in multiple originals, and may be executed in counterparts, each of which is an original, but all of which, taken together, shall constitute one and the same Agreement.

3.22 **Authority**. Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

[THIS SPACE INTENTIONALLY LEFT BLANK; SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the Effective Date.

FOR SBBC:

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

By: _____
Lori Alhadeff, Chair

ATTEST:

_____
Dr. Peter B. Licata
Superintendent of Schools

Approved as to Form and Legal Content:

_____
Office of the General Counsel

[THIS SPACE INTENTIONALLY LEFT BLANK; SIGNATURE PAGE FOLLOWS]

FOR VENDOR:

(Corporate Seal)

J AND A CLEANING COMPANY LLC

ATTEST:

By: _____

_____, Secretary

Print Name: Anaise Antoine Cidalien

-or-

Title: Owner and CEO

_____
Witness

_____
Witness

The Following Notarization is Required for Every Agreement Without Regard to Whether the Party Chose to Use a Secretary's Attestation or Two (2) Witnesses.

STATE OF Florida

COUNTY OF Broward

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 13th of October (*date*) by Anaise Antoine Cidalien (*name of officer or agent, title of officer or agent*) of J and A Cleaning Company LLC (*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 Drivers License (*type of identification*) as identification and who ☒did/☐did not first take an oath this 13 day of October, 2023.

My Commission Expires:

James E Drake
Commission # HH 418396
Commission Expires 07-22-2027
Bonded Through - Cynanotary
Florida - Notary Public

(SEAL)

_____
Signature – Notary Public

James E. Drake
Printed Name of Notary

HH 418396
Notary's Commission No.

SCOPE OF WORK
JANITORIAL CLEANING SPECIFICATIONS AND CONDITIONS

1. **General Standards and Cleaning Specifications:**

1.1. **Intent**: It is the intent of SBBC that all premises be maintained at a high standard of cleanliness. These specifications are intended to indicate an acceptable level of service, cleaning and professionalism to be provided by VENDOR. Specifications set forth are meant to be general guidelines, they are not to be construed as complete. All items not specifically included, but found to be necessary to properly clean the buildings, shall be included as though written into these specifications.

1.2. **Clean:** The term "clean" shall mean the removal of trash, dirt, dust, lint, marks, stains, spots, odors, film, grease, etc. through the use of a cleaning agent and tools.

1.3 **Spot Clean/Mop**: The term "spot clean/mop" shall mean not to clean the entire surface; clean areas where needed.

1.4 **Safety:** VENDOR shall be responsible for instructing their employees in all safety measures. Custodians will not place or use mops, brooms, or any equipment in traffic areas or other locations in such a manner as to create safety hazards. All workers shall provide, place, and remove appropriate warning signs for wet or slippery floor areas caused by cleaning or floor finishing operations. General safety requirements shall be complied with in all activities under this contract.

1.5 **Restrooms Fixtures**: VENDOR shall clean with a germicidal detergent for all commodes, urinals, lavatories, shower areas, etc. Clean encrustation, stains, scale, deposits, and build-up inside and outside. All fixtures, faucets, and piping shall be rinsed and polished for a complete job. Clean all restroom dispensers, mirrors, partitions, doors, walls, vents, shelves, furniture, trim, etc., in all restrooms.

1.6 **Floor Maintenance**: General floor maintenance includes all carpeted and non-carpeted areas, stairs, stairwells, and doors to entrances. For all operations where furniture and equipment must be moved, no chairs, wastepaper baskets, or other similar items shall be stacked on desks, tables, or window sills. Upon completion of work, all furniture and equipment must be returned to its original position.

1.6.1 All floors shall be properly prepared to include, but not be limited to, the removal of visible dirt and debris; removal of wads of gum, tar and similar substances from the floor surface is required. On completion of the mopping and scrubbing, the floors shall be clean and free of dirt, water streaks, mop marks, string, etc., properly rinsed and dry-mopped to present an overall appearance of cleanliness. Wet mopping operations include the use of a cleaning substance. All surfaces shall be dry and corners and cracks clean after the wet mopping or scrubbing. When scrubbing is required, it shall be performed by machine or by hand with a brush.

1. **General Standards and Cleaning Specifications (continued):**

1.6 **Floor Maintenance** (continued):

1.6.2 All tools and equipment shall be maintained in clean condition at all times and neatly stored in the assigned storage areas.

1.6.3 Baseboards, walls, stair risers, furniture, and equipment shall in no way be splashed, disfigured, or damaged during these operations.

1.6.4 Proper precautions shall be taken to advise building occupants of wet and/or slippery floor conditions, this applies during inclement weather as well as during cleaning operations. All waxed surfaces must be maintained in order to provide safe anti slip walking conditions.

1.6.5 After vacuuming operations, all carpeted areas shall be free of dust and debris, and no dirt and trash shall be left in corners, under furniture, or behind doors. Vacuuming equipment shall be the type that "agitates" the carpet in some manner to aid in the extraction of dust/dirt from the carpet.

1.6.6 After sweeping and damp mopping operations, all floors shall be clean and free of dirt streaks, no dirt shall be left in corners, under furniture, behind doors, on stair landings and treads. Sidewalks, entrances, and other assigned areas shall be swept clean of all dirt and trash. No dirt shall be left where sweepings were picked up. There shall be no dirt, trash or foreign matter under desks, tables, or chairs. Damp mopping **does not** include the use of cleaning chemicals. Only "clean water" shall be used for each room. Rinse all floors with clear and clean water.

1.6.7 Floors shall be maintained in such a manner as to promote longevity and safety upon completion of work. All floors shall be left in a clean, orderly and safe condition.

1.7 **Dusting**: General dust shall not be moved from spot to spot, but removed directly from the areas in which it lies by the most effective means – appropriately treated dusting cloths, vacuum tools, etc. When doing high cleaning, dust shall not be allowed to fall from high areas onto furniture and equipment below. The following conditions shall exist after the completion of each dusting task:

1.7.1. There shall be no dust streaks.
1.7.2. Corners, crevices, molding, and ledges shall be free of all dust.
1.7.3. There shall be no oils, spots, or smudges on dusted surfaces caused by dusting tools.

SCOPE OF WORK
JANITORIAL CLEANING SPECIFICATIONS AND CONDITIONS

1. **General Standards and Cleaning Specifications (continued):**

1.8. **Damp-Wiping**: This service consists of using a clean damp cloth or sponge to remove all dirt, spots, streaks and smudges from walls, glass, and other specified surfaces and then drying to provide a polished appearance. When damp wiping in toilet areas, a multi-purpose (disinfectant-deodorizer) cleaner shall be used.

1.9. **Bright Metal Polishing**: Bright metal polishing may be performed by damp wiping and drying with a suitable cloth if a polish appearance is required. However, if a polishing appearance cannot be produced, the Building Supervisor shall be contacted for direction as to the use of an appropriate metal polish.

1.10. **Interior Window Washing and Glass Cleaning**: After each washing operation all glass shall be clean and free of dirt, grime, streaks, excessive moisture, and shall not be cloudy. Glassware moved during the operation shall be returned to its original position.

1.10.1. Window sashes, sills, woodwork about interior glass and other surroundings shall be thoroughly wiped free of drippings and other watermarks.

1.10.2. Windows, which require cleaning on both sides, will have the inside and outside cleaning performed on the same day.

1.11. **Porcelain Ware Cleaning**: Porcelain fixtures (drinking fountains, washbasins, urinals, toilets, etc.) shall be clean and bright; there shall be no dust, spots, stains, rust, green mold, encrustation, or excess moisture.

1.11.1. Walkways and floors adjacent to fixtures shall be free of spots, drippings and watermarks.

1.11.2. Drinking fountains shall be kept free of trash, ink, coffee grounds, etc., and nozzles free from encrustation.

1.12. **Trash Pick-up and Removal**: Empty all waste receptacles (including wastebaskets, ashtray receptacles, trash cans, and boxes if labeled "trash", etc.) Waste receptacles are to be maintained in a clean and odor-free condition. New plastic liners are required daily. Remove and place all trash and waste to a designated central location (dumpster, etc.) for disposal. Trash removal from the premises is not a requirement of this RFP. Empty "recycle paper" containers into recycle bins as needed. If in doubt, set aside material and ask for direction from the Building or Custodial Manager. Trash should be **LIFTED** onto a trash cart and carried out of the building. **Trash must not be dragged on the floor or carpet.** Torn bags must be placed in another bag to avoid spillage.

1.13. **Cleaning Conformance**: All cleaning must be done in conformance with OSHA safety standards and other local laws and regulations.

SCOPE OF WORK
JANITORIAL CLEANING SPECIFICATIONS AND CONDITIONS

2. **VENDOR's Daily Cleaning Responsibilities.**

2.1 Base molding is cleaned every time the hard surface floor is mopped.
2.2 Chalk rails are cleaned daily.
2.3 Wash all countertops and cabinets in the assigned area daily.
2.4 Walls, doors, frames, and thresholds are cleaned daily.
2.5 Elevator floors are cleaned daily. Stainless steel elevator doors and walls are spot-cleaned and polished as needed.
2.6 Obscenities and graffiti are removed as quickly as possible, preferably before students arrive.
2.7 Vinyl, ceramic, terrazzo, and quarry tile are wet mopped daily and are refinished (waxed) at least annually.
2.8 Carpets are vacuumed daily. Carpets are maintained in a manner, which will provide for continuing compliance with applicable flammability standards (SREF 5.5 (I) J (5)).
2.9 All gym floors will be dust mopped daily.
2.10 Interior waste containers (wastebaskets, garbage cans, etc.) are emptied daily and cleaned when needed. Liners are replaced daily.
2.11 Slop sinks are cleaned daily and maintained in good operating condition at all times.
2.12 Outside corridors are cleaned as needed. This includes picking up all debris and sweeping or blowing off the area.
2.13 Outside entrances are cleaned and picked up daily. Entrance mats are swept or vacuumed, and entrance glass is cleaned on both sides daily. Recessed mats are removed, and the recessed area is cleaned weekly or more often as necessary.
2.14 Playgrounds and sidewalks must be kept clean daily to prevent the tracking of sand and dirt into the facility.
2.15 Palm fronds, tree branches, trash, and debris must be picked up daily on the entire campus.
2.16 Restroom sinks and countertops are cleaned daily.
2.17 Door hardware is checked daily. Panic hardware is to be kept in working order at all times. If it is not in working order, notify your supervisor to make the repairs.
2.18 Shop areas are dusted and swept daily. The floors are kept free of waste, grease, and obstructions.
2.19 Stairways are cleaned daily.
2.20 Windows are inspected for broken glass daily.
2.21 Water fountains, sinks, and surrounding countertops are sanitized daily.
2.22 Empty pencil sharpeners daily as needed.
2.23 Replace all burned-out bulbs in the assigned area. In the event that the fixture still does not operate after replacing new bulbs, insert post-it notes on the inside of the fixture cover and inform your custodial supervisor immediately.
2.24 Restock and fill soap, paper towels, and toilet tissue dispensers daily. Inform your custodial supervisor of any broken or missing dispensers in your assigned area immediately.
2.25 Inform the assigned supervisor of any needed repairs or work orders in your assigned area.
2.26 Perform daily sanitation procedures in all restrooms:
2.26.1 Gather tools and supplies necessary. (Spray bottle or 3-gallon pump sprayer filled with the appropriate dilution of disinfectant, toilet brush, sponge, clean mop, wipes, lobby pan, broom, dusting wand, graffiti remover, and clean mop bucket filled with the appropriate dilution of disinfectant.)

2. **VENDOR's Daily Cleaning Responsibilities (continued).**

2.26.2 Remove all debris with the lobby pan and boom. Remove all graffiti daily. Check the ceiling and clean it as needed.

2.26.3 Beginning with the sink and countertop area fully saturate (flood coat) the sink, faucets, dispensers, mirrors, counter, touch zones, and surrounding wall areas using a 3-gallon pump sprayer or spray bottle filled with the appropriate dilution of disinfectant. Do not worry about excess runoff of germicidal solution, it will be absorbed when mopping.

2.26.4 Continue this flood coat process towards the next station of fixtures including toilets, urinals, flush valves, dispensers, partitions, grab bars, and touch areas. Spot clean any wall buildup. (be sure to saturate the entire fixture. Topsides, inside, under seats, and beneath toilet and wall-hung urinals a common space for odors.) Continue moving throughout the restroom with this flood coat process until all fixtures and touch areas in the restroom have been saturated with the germicidal solution. Do not worry about the excess germicidal solution it will be absorbed when mopping.

2.26.5 Return to the sink and countertop area with a sponge and thoroughly agitate the entire area vigorously. Be sure to scrub all faucets, dispensers, touch zones, mirrors, and countertop areas. (Do not use a toilet or urinal brush or sponge on these areas.)

2.26.6 Continue to the next station of fixtures and agitate this entire area vigorously with a sponge, brush or wipe being sure to scrub flush valves, top, sides, behind and underneath the unit, touch zones, partitions, grab bars, and dispensers until all fixtures, flush valves, dispensers and touch zones have been agitated throughout the entire restroom. Spot clean any wall buildup (Do not use the toilet/urinal brush or sponge to clean flush valves, dispensers, and touch zones).

2.26.7 Use a sponge to knock down an excess germicidal solution from all horizontal surfaces such as countertops. Use drying wipes to thoroughly dry all chrome, stainless steel, flush valves, faucets, dispensers, mirrors, and bright work to prevent discoloration. Let fixtures air dry. (Dry seat if restroom is to be reopened immediately) Replace any damaged dispensers immediately and report any needed repairs to your supervisor. Refill dispensers as necessary.

2.26.8 Damp mop the entire floor space beginning at the furthest most wall and working towards the center and doorway with disinfectant and flush the floor drain with the remaining germicidal solution. Wipe entrance door wells and doors with disinfectant solution until free of handprints and dirt. (Note: Germicidal solution in mop bucket is only usable for an individual group restroom. It is necessary to refill the bucket with a fresh germicidal solution to continue to the next restroom. **DO NOT** use mop from restrooms on hallway or classroom floors to avoid cross-contamination. Utilize a labeled and separate mop for these purposes.)

3. **Property Damage.** VENDOR shall advise SBBC personnel immediately of any damage noticed by the VENDOR's personnel while on duty. VENDOR shall immediately report to an SBBC representative on duty, any damage that occurs to SBBC property by VENDOR's personnel on the same day as such damage may occur. VENDOR-caused damage shall be promptly corrected to the satisfaction of SBBC, and any cost to resolve the matter will be borne solely by the VENDOR. SBBC may withhold payment or make such deductions as it might deem necessary to ensure reimbursement for loss and/or damage to the property through negligence of the VENDOR. In the event of a dispute regarding property damage between the school, building or center and the VENDOR, the decision of the SBBC designee shall be final and binding on both parties.

4. **SBBC's Right to Change Crew Size or Revise Working Hours.** SBBC reserves the right to temporarily or permanently increase or decrease the level of custodial services at any time, or revise the working hours based on the needs of the SBBC location with adequate notice to the VENDOR. This may result from a change in the cleaning program, a change in the anticipated use of the building, building renovation, or circumstances not foreseen by this contract. In such event, VENDOR shall work with SBBC to increase or decrease the crew staff, or change the normal work hours at no additional cost to SBBC.

5. **Coordination with Construction/Renovation Activities within Schools or Centers.** VENDOR shall coordinate cleaning activities with any construction/renovation activities that may be underway in the building(s). VENDOR shall be responsible for removing dust and dirt from areas adjacent to construction areas. VENDOR may also be required to delay or reschedule assigned cleaning tasks to avoid interference with construction activities. This will in no way relieve the VENDOR of its ongoing cleaning obligations under the terms of this Agreement.

6. **Cleaning Emergencies During the Work Day.** On occasion, a cleaning emergency will arise during the workday (Examples: toilet overflow, clogged sinks). Upon request by SBBC, VENDOR shall handle the emergency with custodians on hand at no additional cost to SBBC.

7. **Building Security During Recess Periods.** VENDOR shall close and lock all windows and exit doors, and turn off all lights when finished cleaning a building. The Building Supervisor shall walk around the outside of the building to check to make sure all windows and doors have been locked and lights turned off. **Doors are not to be propped open at any time while working in a building**.

8. **Minimum Wage Rate:** VENDOR shall be required to pay its employees the current Federal minimum wage rate. SBBC reserves the right to inspect the payroll records of the VENDOR as may be deemed necessary to determine the VENDOR's compliance with the Federal Wage and Hour Law.

9. **Unauthorized Work:** Any work which may be performed by the VENDOR prior to receipt of a purchase order, work done contrary to or regardless of the instructions by SBBC or any extra work performed without written authorization, will be considered unauthorized work and at the expense of the VENDOR and will not by paid by SBBC.

10. **Suspension.** VENDOR's services may be suspended by SBBC if there is a perceived breach of security, use of personnel by the VENDOR who are unknown to SBBC, personnel who pose a threat to the security of SBBC by action, deed or appearance, and/or failure of the VENDOR to comply with personnel identification requirements or as deemed necessary by SBBC. Such suspensions shall be canceled upon the VENDOR's resolving the matter to the satisfaction of SBBC.

11. **Reports.** VENDOR shall provide SBBC school administration with a weekly attendance and/or sign-in sheet for each building location assigned. Attendance and hours shall be recorded daily, or in accordance with the work schedule of services. A legible copy of this report shall be provided weekly to the school or District location receiving services. This report shall verify all hours worked and serve as a documented personnel attendance log. In addition, VENDOR shall provide SBBC with a weekly inspection report for each location. The inspection report will verify VENDOR has performed all required services.

12. **Inspections.** The school, department or center receiving cleaning services from the VENDOR, reserves the right to make, or cause to be made, such inspections as are deemed necessary to assure that the requirements of these specifications are being fulfilled. If the VENDOR fails to comply with the specifications, it may be cause for a penalty or termination of this contract.

13. **Penalty Provisions for Non-Performance.** In the event the VENDOR fails to perform any of the obligations required of VENDOR or to provide the required janitorial services in a good workmanship manner, SBBC may suspend or withhold an amount of payment to the VENDOR of any monies to be paid to the VENDOR pursuant to the contract. Such penalties shall be canceled upon the VENDOR resolving the matter to the satisfaction of SBBC.

14. **Meetings.** Meetings with the VENDOR may be called by SBBC's Custodial Grounds Department – Physical Plant Operations. A representative(s) from the VENDOR's firm will be required to attend when notified.

FIRST AMENDMENT TO AGREEMENT

THIS FIRST AMENDMENT TO AGREEMENT ("FIRST AMENDMENT")
is made and entered into by and between:

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
(hereinafter referred to as "SBBC"),
a body corporate and political subdivision of the State of Florida,
whose principal place of business is
600 Southeast Third Avenue, Fort Lauderdale, Florida 33301

and

AMER-PLUS JANITORIAL MAINTENANCE LLC.
(hereinafter referred to as "VENDOR"),
whose principal place of business is
20340 NE 15th Court, Miami, Florida 33179

RECITALS

A. **WHEREAS**, SBBC issued a Request for Proposal identified as RFP FY23-277, Janitorial Supplemental Services, dated May 19, 2023, as amended by Addendum No. 1, dated May 23, 2023, Addendum No. 2, dated June 12, 2023, Addendum No. 3, dated June 13, 2023, and Addendum No. 4, dated July 10, 2023 (collectively, the "RPP"), incorporated herein by reference; and

B. **WHEREAS**, on or about July 11, 2023, VENDOR offered its proposal in response to the RFP FY23-277 incorporated herein by reference; and

C. **WHEREAS**, on November 8, 2023, SBBC and VENDOR entered into a three (3) year Agreement pursuant to the RFP FY23-277 Janitorial Supplemental Services to commence on November 8, 2023, and expire on November 7, 2026 ("Agreement"); or janitorial supplemental services; and

D. **WHEREAS**, the Agreement permits, by mutual agreement between SBBC and VENDOR SBBC, the extension for two (2) additional, one (1) year renewal periods, and if needed, one hundred eighty (180) days beyond the expiration date of either of the renewal periods; and

E. **WHEREAS**, SBBC and VENDOR wish to exercise the first of the two (2) options to extend the Agreement term for a period of one (1) year from November 8, 2026, through November 7, 2027, and amend certain provisions of the Agreement through this First Amendment to Agreement ("First Amendment"); and

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**. SBBC and VENDOR agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.

2. **Term of Agreement.** Pursuant to Article 2.01 (Term of Agreement), the term of the Agreement is hereby extended from **November 8, 2026 ("Effective Date"), through November 7, 2027**, unless terminated earlier pursuant to Article 3.05 (Termination) of the Agreement and upon the approval of both parties in writing in the form of an Amendment to the Agreement executed by both SBBC and VENDOR.

3. **Amended Provisions.** SBBC and VENDOR hereby agree to the following amended provisions to the Agreement:

a) The following provisions - section(s) *2.03, 2.05* and *2.13)*- **replace** the respective provisions in the Agreement by interlineation as follows:

1. **Order of Precedence Among Agreement Documents.** In the event of any conflict between the provisions of the Agreement and the provisions contained herein, the provisions of the following documents shall take precedence in this order:

First:	This First Amendment; then
Second:	The Agreement; then
Third:	Addendum No.4; dated July 10, 2023;
Fourth:	Addendum No.3; dated June 13, 2023;
Fifth:	Addendum No.2; dated June 12, 2023;
Sixth:	Addendum No. 1; dated May 23, 2023;
Seventh:	RFP-FY23-277 – Janitorial Support Services; then
Eighth:	Proposal submitted by VENDOR in response to RFP-FY23-277

2. **VENDOR Safeguarding the Confidentiality of Education Records.**

(a) Privacy. Notwithstanding any provision to the contrary within this Agreement, VENDOR shall:

1) Fully comply with the requirements of Sections 1002.22, 1002.221, and 1002.222, Florida Statutes; the Family Educational Rights and Privacy Act, 20 U.S.C § 1232g (FERPA) and its implementing regulations (34 C.F.R. Part 99), and any other state or federal law or regulation regarding the confidentiality of student information and records; and

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 any actual or suspected hard copy breach of confidentiality of education records, regardless of whether VENDOR has confirmed it or assessed its severity, by telephone at 754-321-1900, and email at privacy@browardschools.com; and take all necessary notification steps as may be required by federal and Florida law.

(b) IT Security. Notwithstanding any provision to the contrary within this Agreement, VENDOR shall:

1) Ensure that, at all times, all of its employees who have access to any education records during the term of their employment shall abide strictly by its obligations under this Agreement, and that access to education records is limited only to its employees that require the information to carry out the responsibilities under this Agreement and shall provide said list of employees to SBBC upon request; and

2) Safeguard each education record through administrative, physical and technological standards to ensure that adequate controls are in place to protect the education records and information in accordance with FERPA's privacy requirements; and

3) Notify the SBBC Director of Information Security and Assurance immediately upon discovery of any actual or suspected electronic breach of confidentiality of education records, regardless of whether VENDOR has confirmed it or assessed its severity, by telephone at 754-321-0300, and email at privacy@browardschools.com; and take all necessary notification steps as may be required by federal and Florida law, including, but not limited to, those required by Section 501.171, Florida Statutes; and

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.

3. **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 CORPORATE COST CONTROL, INC. does not transfer the public records to SBBC. Upon completion of the Agreement, VENDOR shall transfer, at no cost, to SBBC all public records in possession of VENDOR or keep and maintain public records required by SBBC to perform the services required under the Agreement. If VENDOR transfers all public records to SBBC upon completion of the Agreement, VENDOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If VENDOR keeps and maintains public records upon completion of the Agreement, VENDOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to SBBC, upon request from SBBC's custodian of public records, in a format that is compatible with SBBC's information technology systems.

IF A PARTY TO THIS AGREEMENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 754-321-2300, OPTION 5, RECORDREQUESTS@BROWARDSCHOOLS.COM, LEGISLATIVE AFFAIRS, PUBLIC RECORDS DIVISION, 600 SOUTHEAST THIRD AVENUE, FORT LAUDERDALE, FLORIDA 33301.

b) The following provisions – section(s) *3(b)(1), 3(b)(2), (3)(b)(3), 3(b)(4)* are **added** to the Agreement by interlineation as follows:

1. **Certification Regarding Scrutinized Activities**. Pursuant to Section 287.135, Florida Statutes, any contract with SBBC for goods or services of any amount entered into or renewed on or after:

(a) July 1, 2018, may be terminated at SBBC's option if the awardee is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

(b) July 1, 2025, may be terminated at SBBC's option if the awardee is found to have been placed on the Scrutinized Companies or Other Entities that Boycott Israel List or is engaged in a boycott of Israel.

Section 287.135(2)(a), Florida Statutes, prohibits a company or other entity from bidding on, submitting a proposal for, or entering into or renewing an Agreement for $100,000 or more if, at the time of contracting or renewal, the company or other entity is on the Scrutinized Companies or Other Entities that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel. Section 287.135(2)(b), Florida Statutes, further prohibits a company or other entity from bidding on, submitting a proposal for, or entering into or renewing an Agreement for goods or services over One Million Dollars and 00/100 Cents ($1,000,000.00) if, at the time of contracting or renewal, the company or other entity is on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in Iran Terrorism Sectors List, both created pursuant to Section 215.473, Florida Statutes, or the company or other entity is engaged in business operations in Cuba or Syria. Entering into this Agreement constitutes certification by VENDOR that it is not listed on any of the following: (a) the Scrutinized Companies or Other Entities that Boycott Israel List, (b) Scrutinized Companies with Activities in Sudan List, or (c) the Scrutinized Companies with Activities in Iran Terrorism Sectors List. VENDOR further certifies that it is not engaged in a boycott of Israel or engaged in business operations in Cuba or Syria. VENDOR acknowledges that pursuant to Section 287.135, Florida Statutes, the submission of a false certification may subject it to civil penalties, attorney's fees, and/or costs. VENDOR further understands that any Agreement with SBBC for goods or services of any amount may be terminated at SBBC's option if VENDOR (a) is found to have submitted a false certification, (b) has been placed on the Scrutinized Companies or Other Entities that Boycott Israel List, or (c) is engaged in a boycott of Israel. And, in addition to the foregoing, if the amount of the Agreement is One Million Dollars and 00/100 Cents ($1,000,000.00) or more, the Agreement may be terminated at SBBC's option if VENDOR is found to have submitted a false certification, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in Iran Terrorism Sec-tors List, or has been engaged in business operations in Cuba or Syria.

2. **Affidavit Regarding the Use of Coercion for Labor and Services.** Pursuant to Section 787.06(13), Florida Statutes, when a contract is executed, renewed, or extended between a nongovernmental entity and SBBC, the nongovernmental entity must provide SBBC entity with an affidavit signed by an officer or a representative of the nongovernmental entity under penalty of perjury attesting that the nongovernmental entity does not use coercion for labor or services as defined in Section 787.05(13), Florida Statutes. The nongovernmental entity shall attach hereto as ***Attachment A*** an affidavit signed by an officer or representative of the

nongovernmental entity under penalty of perjury stating that the nongovernmental entity does not use coercion for labor or services as defined in that statute. The submission of a false affidavit may subject the nongovernmental entity to civil penalties, attorney's fees, and/or costs. Any agreement with SBBC shall be terminated by SBBC without recourse if the nongovernmental entity is found to have submitted a false affidavit. Any delays in delivery or service under this Agreement arising out of, as a result of, or in connection with the nongovernmental entity's use of coercion for labor or services as defined by Section 787.06(13), Florida Statutes, is not a Force Majeure event under this Agreement.

3 **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 B*** and must be executed by the nongovernmental entity and be submitted with the nongovernmental entity's executed agreement or an amendment renewing or extending an agreement. A proposed agreement or amendment submitted by 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. **Names and Marks**. VENDOR shall not acquire any rights under this Agreement to, and shall not use, the name of "The School Board of Broward County, Florida" or "SBBC", or "Broward County Public Schools" or "BCPS" either alone or in conjunction with or as part of any other name, word, mark, picture, logo, design, and/or trademark (collectively, "SBBC Marks") in any of VENDOR's advertising, publicity, or promotion, to express or imply any endorsement by SBBC or The School Board of Broward County, Florida, of its Services, or in any other manner (whether or not similar to the uses hereinabove specifically prohibited) without the prior review and written approval by SBBC, except as expressly permitted herein. No advertisement, publication, or other use of SBBC Marks shall be published or otherwise promulgated by VENDOR without SBBC's prior inspection and written approval. This clause shall survive the expiration or sooner termination of this Agreement.

7. **Other Provisions Remain in Force**. Except as expressly provided herein, all other portions of the Agreement remain in full force and effect.

8. **Authority**. Each person signing this First Amendment on behalf of either party individually warrants that he or she has full legal power to execute this First Amendment on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this First Amendment.

IN WITNESS WHEREOF, the parties hereto have made and executed this First Amendment to Agreement upon the date of the last signature below.

[THIS SPACE IS INTENTIONALLY LEFT BLANK; SIGNATURE PAGES FOLLOW]

FOR SBBC:

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

By: _____
Sarah Leonardi, Chair

ATTEST:

Date: _____

_____
Dr. Howard Hepburn
Superintendent of Schools

Approved as to Form and Legal Content:

Joanne Beral Digitally signed by Joanne Beral
Date: 2026.09.30 12:15:23 -04'00'

_____
Office of the General Counsel

[THIS SPACE IS INTENTIONALLY BLANK; SIGNATURE PAGE FOLLOWS]

FOR VENDOR

(Corporate Seal)

AMER-PLUS JANITORIAL MAINTENANCE LLC.

Signature: _____

Corporate Secretary Signature

Print Name: Stephannie Cetoute

-OR-

Title: CEO

Witness Signature

Date: 09/30/26

Print Name

-AND-

Witness Signature

Print Name

AFFIDAVIT REGARDING THE USE OF COERCION FOR LABOR AND SERVICES

MUST BE COMPLETED BY ALL PROPOSERS

Respondent Vendor Name: Amer-Plus Janitorial Maintenance LLC

Vendor FEIN:: 42-1583060

Vendor's Authorized Representative Name and Title: Stephannie Cetoute, Managing Director

Address: 3600 South State Rd 7, Suite 339

City: Miramar State: Florida ZIP Code: 33023

Phone Number: 305 725 2385

Email Address: scetoute@amerpluscleaning.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 pass port, 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: Stephannie Cetoute, Managing Director

Date: 08/21/2026

Foreign Country of Concern Attestation Form

MUST BE COMPLETED BY ALL PROPOSERS

This form must be completed by an officer or representative of a nongovernmental entity ("Entity") submitting a bid, proposal, or reply to, or entering into, renewing, or extending, a contract with a The School Board of Broward County, Florida ("SBBC") which would grant the entity access to an individual's Personal Identifying Information. Capitalized terms used herein have the definitions ascribed in Rule 60A-1.020, F.A.C. The Entity is not owned by the government of a Foreign Country of Concern, is not organized under the laws of nor has its Principal Place of Business in a Foreign Country of Concern, and the government of a Foreign Country of Concern does not have a Controlling Interest in the Entity.

Under penalties of perjury and as a person authorized to sign on behalf of the Entity, I declare that I have read the foregoing statement; and that the facts stated in it are true.

Name of Entity: Amer-Plus Janitorial Maintenance LLC

Entity's Address: 3600 South State Rd 7, Suite 339, Miramar, FL 33022

Entity's Email Address: scetoute@amerpluscleaning.com

Entity's Phone Number: 305 725 2385

Entity's FEIN: 42-1583060

Signature of Entity's Officer or Representative: 

Printed Name of Entity's Officer or Representative: Stephannie Cetoute

Title of Entity's Officer or Representative: Managing Director

Date: 08/21/2026

FIRST AMENDMENT TO AGREEMENT

THIS FIRST AMENDMENT TO AGREEMENT ("FIRST AMENDMENT")
is made and entered into by and between:

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
(hereinafter referred to as "SBBC"),
a body corporate and political subdivision of the State of Florida,
whose principal place of business is
600 Southeast Third Avenue, Fort Lauderdale, Florida 33301

and

CRESTWOOD SERVICES, INC. d/b/a TOTAL CLEANING
(hereinafter referred to as "VENDOR"),
whose principal place of business is
3350 NW 53rd Street, Suite 106, Fort Lauderdale, Florida 33309

RECITALS

A. **WHEREAS** SBBC issued a Request for Proposal identified as RFP FY23-277, Janitorial Supplemental Services, dated May 19, 2023, as amended by Addendum No. 1, dated May 23, 2023, Addendum No. 2, dated June 12, 2023, Addendum No. 3, dated June 13, 2023, and Addendum No. 4, dated July 10, 2023 (collectively, the "RPP FY23-277"), incorporated herein by reference; and

B. **WHEREAS**, on or about July 11, 2023, VENDOR offered its proposal in response to the RFP FY23-277 incorporated herein by reference; and

C. **WHEREAS**, on November 8, 2023, SBBC and VENDOR entered into a three (3) year Agreement pursuant to RFP FY23-277 Janitorial Supplemental Services to commence on November 8, 2023, and expires on November 7, 2026 ("Agreement"), for janitorial supplemental services; and

D. **WHEREAS**, the Agreement permits, by mutual agreement between SBBC and VENDOR SBBC, the extension for two (2) additional, one (1) year renewal periods, and if needed, one hundred eighty (180) days beyond the expiration date of either of the renewal periods; and

E. **WHEREAS**, SBBC and VENDOR wish to exercise the first of the two (2) options to extend the Agreement term for a period of one (1) year from November 8, 2026, through November 7, 2027, and amend certain provisions of the Agreement through this First Amendment to Agreement ("First Amendment"); and

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**. SBBC and VENDOR agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.

2. **Term of Agreement.** Pursuant to Article 2.01 (Term of Agreement), the term of the Agreement is hereby extended from **November 8, 2026 ("Effective Date") through November 7, 2027**, unless terminated earlier pursuant to Article 3.05 (Termination) of the Agreement and upon the approval of both parties in writing in the form of an Amendment to the Agreement executed by both SBBC and VENDOR.

3. **Amended Provisions.** SBBC and VENDOR hereby agree to the following amended provisions to the Agreement:

a) The following provisions - section(s) *2.03, 2.05* and *2.13,* - **replace** the respective provisions in the Agreement by interlineation as follows:

2.03. **Order of Precedence Among Agreement Documents.** In the event of any conflict between the provisions of the Agreement and the provisions contained herein, the provisions of the following documents shall take precedence in this order:

First:	This First Amendment; then
Second:	The Agreement; then
Third:	Addendum No.4; dated July 10, 2023;
Fourth:	Addendum No.3; dated June 13, 2023;
Fifth:	Addendum No.2; dated June 12, 2023;
Sixth:	Addendum No. 1; dated May 23, 2023;
Seventh:	RFP-FY23-277 – Janitorial Support Services; then
Eighth:	Proposal submitted by VENDOR in response to RFP-FY23-277.

2.05 **VENDOR Safeguarding the Confidentiality of Education Records.**

(a) Privacy. Notwithstanding any provision to the contrary within this Agreement, VENDOR shall:

1) Fully comply with the requirements of Sections 1002.22, 1002.221, and 1002.222, Florida Statutes; the Family Educational Rights and Privacy Act, 20 U.S.C § 1232g (FERPA) and its implementing regulations (34 C.F.R. Part 99), and any other state or federal law or regulation regarding the confidentiality of student information and records; and

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 any actual or suspected hard copy breach of confidentiality of education records, regardless of whether VENDOR has confirmed it or assessed its severity, by telephone at 754-321-1900, and email at privacy@browardschools.com; and take all necessary notification steps as may be required by federal and Florida law.

(b) IT Security. Notwithstanding any provision to the contrary within this Agreement, VENDOR shall:

1) Ensure that, at all times, all of its employees who have access to any education records during the term of their employment shall abide strictly by its obligations under this Agreement, and that access to education records is limited only to its employees that require the information to carry out the responsibilities under this Agreement and shall provide said list of employees to SBBC upon request; and

2) Safeguard each education record through administrative, physical and technological standards to ensure that adequate controls are in place to protect the education records and information in accordance with FERPA's privacy requirements; and

3) Notify the SBBC Director of Information Security and Assurance immediately upon discovery of any actual or suspected electronic breach of confidentiality of education records, regardless of whether VENDOR has confirmed it or assessed its severity, by telephone at 754-321-0300, and email at privacy@browardschools.com; and take all necessary notification steps as may be required by federal and Florida law, including, but not limited to, those required by Section 501.171, Florida Statutes; and

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.

2.13. **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 CORPORATE COST CONTROL, INC. does not transfer the public records to SBBC. Upon completion of the Agreement, VENDOR shall transfer, at no cost, to SBBC all public records in possession of VENDOR or keep and maintain public records required by SBBC to perform the services required under the Agreement. If VENDOR transfers all public records to SBBC upon completion of the Agreement, VENDOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If VENDOR keeps and maintains public records upon completion of the Agreement, VENDOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to SBBC, upon request from SBBC's custodian of public records, in a format that is compatible with SBBC's information technology systems.

IF A PARTY TO THIS AGREEMENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 754-321-2300, OPTION 5, RECORDREQUESTS@BROWARDSCHOOLS.COM, LEGISLATIVE AFFAIRS, PUBLIC RECORDS DIVISION, 600 SOUTHEAST THIRD AVENUE, FORT LAUDERDALE, FLORIDA 33301.

b) The following provisions – section(s) *3(b)(1), 3(b)(2), (3)(b)(3), 3(b)(4)* is **added** to the Agreement by interlineation as follows:

1. **Certification Regarding Scrutinized Activities**. Pursuant to Section 287.135, Florida Statutes, any contract with SBBC for goods or services of any amount entered into or renewed on or after:

(a) July 1, 2018, may be terminated at SBBC's option if the awardee is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

(b) July 1, 2025, may be terminated at SBBC's option if the awardee is found to have been placed on the Scrutinized Companies or Other Entities that Boycott Israel List or is engaged in a boycott of Israel.

Section 287.135(2)(a), Florida Statutes, prohibits a company or other entity from bidding on, submitting a proposal for, or entering into or renewing an Agreement for $100,000 or more if, at the time of contracting or renewal, the company or other entity is on the Scrutinized Companies or Other Entities that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel. Section 287.135(2)(b), Florida Statutes, further prohibits a company or other entity from bidding on, submitting a proposal for, or entering into or renewing an Agreement for goods or services over One Million Dollars and 00/100 Cents ($1,000,000.00) if, at the time of contracting or renewal, the company or other entity is on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in Iran Terrorism Sectors List, both created pursuant to Section 215.473, Florida Statutes, or the company or other entity is engaged in business operations in Cuba or Syria. Entering into this Agreement constitutes certification by VENDOR that it is not listed on any of the following: (a) the Scrutinized Companies or Other Entities that Boycott Israel List, (b) Scrutinized Companies with Activities in Sudan List, or (c) the Scrutinized Companies with Activities in Iran Terrorism Sectors List. VENDOR further certifies that it is not engaged in a boycott of Israel or engaged in business operations in Cuba or Syria. VENDOR acknowledges that pursuant to Section 287.135, Florida Statutes, the submission of a false certification may subject it to civil penalties, attorney's fees, and/or costs. VENDOR further understands that any Agreement with SBBC for goods or services of any amount may be terminated at SBBC's option if VENDOR (a) is found to have submitted a false certification, (b) has been placed on the Scrutinized Companies or Other Entities that Boycott Israel List, or (c) is engaged in a boycott of Israel. And, in addition to the foregoing, if the amount of the Agreement is One Million Dollars and 00/100 Cents ($1,000,000.00) or more, the Agreement may be terminated at SBBC's option if VENDOR is found to have submitted a false certification, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in Iran Terrorism Sec-tors List, or has been engaged in business operations in Cuba or Syria.

2. **Affidavit Regarding the Use of Coercion for Labor and Services**. Pursuant to Section 787.06(13), Florida Statutes, when a contract is executed, renewed, or extended between a nongovernmental entity and SBBC, the nongovernmental entity must provide SBBC entity with an affidavit signed by an officer or a representative of the nongovernmental entity under penalty of perjury attesting that the nongovernmental entity does not use coercion for labor or services as defined in Section 787.05(13), Florida Statutes. The nongovernmental entity shall attach hereto as ***Attachment A*** an affidavit signed by an officer or representative of the nongovernmental entity under penalty of perjury stating that the nongovernmental entity does not use coercion for labor or services as defined in that statute. The submission of a false affidavit may subject the nongovernmental entity to civil penalties, attorney's fees, and/or costs. Any agreement with SBBC shall be terminated by SBBC without recourse if the nongovernmental entity is found to have submitted a false affidavit. Any delays in delivery or service under this Agreement arising out of, as a result of, or in connection with the nongovernmental entity's use of coercion for labor or services as defined by Section 787.06(13), Florida Statutes, is not a Force Majeure event under this Agreement.

3. **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 B*** and must be executed by the nongovernmental entity and be submitted with the nongovernmental entity's executed agreement or an amendment renewing or extending an agreement. A proposed agreement or amendment submitted by 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. **Names and Marks**. VENDOR shall not acquire any rights under this Agreement to, and shall not use, the name of "The School Board of Broward County, Florida" or "SBBC", or "Broward County Public Schools" or "BCPS" either alone or in conjunction with or as part of any other name, word, mark, picture, logo, design, and/or trademark (collectively, "SBBC Marks") in any of VENDOR's advertising, publicity, or promotion, to express or imply any endorsement by SBBC or The School Board of Broward County, Florida, of its Services, or in any other manner (whether or not similar to the uses hereinabove specifically prohibited) without the prior review and written approval by SBBC, except as expressly permitted herein. No advertisement, publication, or other use of SBBC Marks shall be published or otherwise promulgated by VENDOR without SBBC's prior inspection and written approval. This clause shall survive the expiration or sooner termination of this Agreement.

7. **Other Provisions Remain in Force**. Except as expressly provided herein, all other portions of the Agreement remain in full force and effect.

8. **Authority**. Each person signing this First Amendment on behalf of either party individually warrants that he or she has full legal power to execute this First Amendment on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this First Amendment.

IN WITNESS WHEREOF, the parties hereto have made and executed this First Amendment to Agreement upon the date of the last signature below.

[THIS SPACE IS INTENTIONALLY LEFT BLANK; SIGNATURE PAGES FOLLOW]

FOR SBBC:

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

By: _____
Sarah Leonardi, Chair

ATTEST:

Date: _____

_____
Dr. Howard Hepburn
Superintendent of Schools

Approved as to Form and Legal Content:

Joanne Beral Digitally signed by Joanne Beral
Date: 2026.09.29 16:49:37 -04'00'

_____
Office of the General Counsel

[THIS SPACE IS INTENTIONALLY BLANK; SIGNATURE PAGE FOLLOWS]

FOR VENDOR

(Corporate Seal)

CRESTWOOD SERVICES, INC. DBA TOTAL CLEANING

Corporate Secretary Signature

-OR-

Witness Signature

Bertrand PROUST

Print Name

-AND-

Witness Signature

Yishar Rodriguez

Print Name

Signature:

Todd Wolf

Print Name:

President

Title:

9.29.2026

Date:

Attachment "A"

State of Florida Affidavit Regarding the Use of Coercion for Labor and Services

MUST BE COMPLETED BY ALL PROPOSERS

Respondent Vendor Name: Crestwood Services DBA Total Cleaning

Vendor FEIN:: 65-0658806

Vendor's Authorized Representative Name and Title: Todd Wolf President

Address: 3350 NW 53rd Street, Suite 106

City: Fort Lauderdale State: Florida ZIP Code: 33309

Phone Number: 954 570 1165

Email Address: todd@totalcleaning.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 pass port, 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: Todd Wolf

AUTHORIZED SIGNATURE

Print Name and Title: Todd Wolf

Date: 8-24-2026

Foreign Country of Concern Attestation Form

MUST BE COMPLETED BY ALL PROPOSERS

This form must be completed by an officer or representative of a nongovernmental entity ("Entity") submitting a bid, proposal, or reply to, or entering into, renewing, or extending, a contract with a The School Board of Broward County, Florida ("SBBC") which would grant the entity access to an individual's Personal Identifying Information. Capitalized terms used herein have the definitions ascribed in Rule 60A-1.020, F.A.C. The Entity is not owned by the government of a Foreign Country of Concern, is not organized under the laws of nor has its Principal Place of Business in a Foreign Country of Concern, and the government of a Foreign Country of Concern does not have a Controlling Interest in the Entity.

Under penalties of perjury and as a person authorized to sign on behalf of the Entity, I declare that I have read the foregoing statement; and that the facts stated in it are true.

Name of Entity: Crestwood Services DBA Total Cleaning

Entity's Address: 3350 NW 53 St Suite 106 Fort Lauderdale FL 33309

Entity's Email Address: todd@totalcleaning.com

Entity's Phone Number: 954 570 1165

Entity's FEIN: 65-0658806

Signature of Entity's Officer or Representative: Todd Wolf

Printed Name of Entity's Officer or Representative: Todd Wolf

Title of Entity's Officer or Representative: President

Date: 8-24-2026

FIRST AMENDMENT TO AGREEMENT

THIS FIRST AMENDMENT TO AGREEMENT ("FIRST AMENDMENT")
is made and entered into by and between:

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
(hereinafter referred to as "SBBC"),
a body corporate and political subdivision of the State of Florida,
whose principal place of business is
600 Southeast Third Avenue, Fort Lauderdale, Florida 33301

and

J AND A CLEANING COMPANY LLC
(hereinafter referred to as "VENDOR"),
whose principal place of business is
5540 N State Road 7, Suite 206, North Lauderdale, Florida 33319

RECITALS

A. **WHEREAS** SBBC issued a Request for Proposal identified as RFP FY23-277, Janitorial Supplemental Services, dated May 19, 2023, as amended by Addendum No. 1, dated May 23, 2023, Addendum No. 2, dated June 12, 2023, Addendum No. 3, dated June 13, 2023, and Addendum No. 4, dated July 10, 2023 (collectively, the "RPP FY23-277"), incorporated herein by reference; and

B. **WHEREAS**, on or about July 11, 2023, VENDOR offered its proposal in response to the RFP FY23-277 incorporated herein by reference; and

C. **WHEREAS**, on November 8, 2023, SBBC and VENDOR entered into a three (3) year Agreement pursuant to RFP FY23-277 commence to on November 8, 2023, and expires on November 7, 2026 ("Agreement"), regarding RFP FY23-277 Janitorial Supplemental Services for janitorial supplemental services; and

D. **WHEREAS**, the Agreement permits, by mutual agreement between SBBC and VENDOR SBBC, the extension for two (2) additional, one (1) year renewal periods, and if needed, one hundred eighty (180) days beyond the expiration date of either of the renewal periods; and

E. **WHEREAS**, SBBC and VENDOR wish to exercise the first of the two (2) options to extend the Agreement term for a period of one (1) year from November 8, 2026, through November 7, 2027, and amend certain provisions of the Agreement through this First Amendment to Agreement ("First Amendment"); and

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**. SBBC and VENDOR agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.

2. **Term of Agreement.** Pursuant to Article 2.01 (Term of Agreement), the term of the Agreement is hereby extended from **November 8, 2026 ("Effective Date"), through November 7, 2027**, unless terminated earlier pursuant to Article 3.05 (Termination) of the Agreement and upon the approval of both parties in writing in the form of an Amendment to the Agreement executed by both SBBC and VENDOR.

3. **Amended Provisions.** SBBC and VENDOR hereby agree to the following amended provisions to the Agreement:

a) The following provisions – section(s) *2.03, 2.05* and *2.13* - **replace** the respective provisions in the Agreement by interlineation as follows:

1. **Order of Precedence Among Agreement Documents.** In the event of any conflict between the provisions of the Agreement and the provisions contained herein, the provisions of the following documents shall take precedence in this order:

First:	This First Amendment; then
Second:	The Agreement; then
Third:	Addendum No.4; dated July 10, 2023;
Fourth:	Addendum No.3; dated June 13, 2023;
Fifth:	Addendum No.2; dated June 12, 2023;
Sixth:	Addendum No. 1; dated May 23, 2023;
Seventh:	RFP-FY23-277 – Janitorial Support Services; then
Eighth:	Proposal submitted by VENDOR in response to RFP-FY23-277.

2. **VENDOR Safeguarding the Confidentiality of Education Records.**

(a) Privacy. Notwithstanding any provision to the contrary within this Agreement, VENDOR shall:

1) Fully comply with the requirements of Sections 1002.22, 1002.221, and 1002.222, Florida Statutes; the Family Educational Rights and Privacy Act, 20 U.S.C § 1232g (FERPA) and its implementing regulations (34 C.F.R. Part 99), and any other state or federal law or regulation regarding the confidentiality of student information and records; and

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 any actual or suspected hard copy breach of confidentiality of education records, regardless of whether VENDOR has confirmed it or assessed its severity, by telephone at 754-321-1900, and email at privacy@browardschools.com; and take all necessary notification steps as may be required by federal and Florida law.

(b) IT Security. Notwithstanding any provision to the contrary within this Agreement, VENDOR shall:

1) Ensure that, at all times, all of its employees who have access to any education records during the term of their employment shall abide strictly by its obligations under this Agreement, and that access to education records is limited only to its employees that require the information to carry out the responsibilities under this Agreement and shall provide said list of employees to SBBC upon request; and

2) Safeguard each education record through administrative, physical and technological standards to ensure that adequate controls are in place to protect the education records and information in accordance with FERPA's privacy requirements; and

3) Notify the SBBC Director of Information Security and Assurance immediately upon discovery of any actual or suspected electronic breach of confidentiality of education records, regardless of whether VENDOR has confirmed it or assessed its severity, by telephone at 754-321-0300, and email at privacy@browardschools.com; and take all necessary notification steps as may be required by federal and Florida law, including, but not limited to, those required by Section 501.171, Florida Statutes; and

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.

3. **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 CORPORATE COST CONTROL, INC. does not transfer the public records to SBBC. Upon completion of the Agreement, VENDOR shall transfer, at no cost, to SBBC all public records in possession of VENDOR or keep and maintain public records required by SBBC to perform the services required under the Agreement. If VENDOR transfers all public records to SBBC upon completion of the Agreement, VENDOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If VENDOR. keeps and maintains public records upon completion of the Agreement, VENDOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to SBBC, upon request from SBBC's custodian of public records, in a format that is compatible with SBBC's information technology systems.

IF A PARTY TO THIS AGREEMENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 754-321-2300, OPTION 5, RECORDREQUESTS@BROWARDSCHOOLS.COM, LEGISLATIVE AFFAIRS, PUBLIC RECORDS DIVISION, 600 SOUTHEAST THIRD AVENUE, FORT LAUDERDALE, FLORIDA 33301.

b) The following provisions - section(s) *3(b)(1), 3(b)(2), (3)(b)(3), 3(b)(4)* is **added** to the Agreement by interlineation as follows:

1. **Certification Regarding Scrutinized Activities**. Pursuant to Section 287.135, Florida Statutes, any contract with SBBC for goods or services of any amount entered into or renewed on or after:

   (a) July 1, 2018, may be terminated at SBBC's option if the awardee is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

(b) July 1, 2025, may be terminated at SBBC's option if the awardee is found to have been placed on the Scrutinized Companies or Other Entities that Boycott Israel List or is en-gaged in a boycott of Israel.

Section 287.135(2)(a), Florida Statutes, prohibits a company or other entity from bidding on, submitting a proposal for, or entering into or renewing an Agreement for $100,000 or more if, at the time of contracting or renewal, the company or other entity is on the Scrutinized Companies or Other Entities that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel. Section 287.135(2)(b), Florida Statutes, further prohibits a company or other entity from bidding on, submitting a proposal for, or entering into or renewing an Agreement for goods or services over One Million Dollars and 00/100 Cents ($1,000,000.00) if, at the time of contracting or renewal, the company or other entity is on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in Iran Terrorism Sectors List, both created pursuant to Section 215.473, Florida Statutes, or the company or other entity is engaged in business opcrations in Cuba or Syria. Entering into this Agreement constitutes certification by VENDOR that it is not listed on any of the following: (a) the Scrutinized Companies or Other Entities that Boycott Israel List, (b) Scrutinized Companies with Activities in Sudan List, or (c) the Scrutinized Companies with Activities in Iran Terrorism Sectors List. VENDOR further certifies that it is not engaged in a boycott of Israel or engaged in business operations in Cuba or Syria. VENDOR acknowledges that pursuant to Section 287.135, Florida Statutes, the submission of a false certification may subject it to civil penalties, attorney's fees, and/or costs. VENDOR further understands that any Agreement with SBBC for goods or services of any amount may be terminated at SBBC's option if VENDOR (a) is found to have submitted a false certification, (b) has been placed on the Scrutinized Companies or Other Entities that Boycott Israel List, or (c) is engaged in a boycott of Israel. And, in addition to the foregoing, if the amount of the Agreement is One Million Dollars and 00/100 Cents ($1,000,000.00) or more, the Agreement may be terminated at SBBC's option if VENDOR is found to have submitted a false certification, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in Iran Terrorism Sec-tors List, or has been engaged in business operations in Cuba or Syria.

2 **Affidavit Regarding the Use of Coercion for Labor and Services.** Pursuant to Section 787.06(13), Florida Statutes, when a contract is executed, renewed, or extended between a nongovernmental entity and SBBC, the nongovernmental entity must provide SBBC entity with an affidavit signed by an officer or a representative of the nongovernmental entity under penalty of perjury attesting that the nongovernmental entity does not use coercion for labor or services as defined in Section 787.05(13), Florida Statutes. The nongovernmental entity shall attach hereto as ***Attachment A*** an affidavit signed by an officer or representative of the nongovernmental entity under penalty of perjury stating that the nongovernmental

entity does not use coercion for labor or services as defined in that statute. The submission of a false affidavit may subject the nongovernmental entity to civil penaltics, 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 Statutcs, is not a Force Majeure event under this Agreement.

3. **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 B*** and must be executed by the nongovernmental entity and be submitted with the nongovernmental entity's executed agreement or an amendment renewing or extending an agreement. A proposed agreement or amendment submitted by 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. **Names and Marks**. VENDOR shall not acquire any rights under this Agreement to, and shall not use, the name of "The School Board of Broward County, Florida" or "SBBC", or "Broward County Public Schools" or "BCPS" either alone or in conjunction with or as part of any other name, word, mark, picture, logo, design, and/or trademark (collectively, "SBBC Marks") in any of VENDOR's advertising, publicity, or promotion, to express or imply any endorsement by SBBC or The School Board of Broward County, Florida, of its Services, or in any other manner (whether or not similar to the uses hereinabove specifically prohibited) without the prior review and written approval by SBBC, except as expressly permitted herein. No advertisement, publication, or other use of SBBC Marks shall be published or otherwise promulgated by VENDOR without SBBC's prior inspection and written approval. This clause shall survive the expiration or sooner termination of this Agreement.

7. **Other Provisions Remain in Force**. Except as expressly provided herein, all other portions of the Agreement remain in full force and effect.

8. **Authority**. Each person signing this First Amendment on behalf of either party individually warrants that he or she has full legal power to execute this First Amendment on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this First Amendment.

IN WITNESS WHEREOF, the parties hereto have made and executed this First Amendment to Agreement upon the date of the last signature below.

[THIS SPACE IS INTENTIONALLY LEFT BLANK; SIGNATURE PAGES FOLLOW]

FOR SBBC:

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

By: _____
Sarah Leonardi, Chair

ATTEST:

Date: _____

_____
Dr. Howard Hepburn
Superintendent of Schools

Approved as to Form and Legal Content:

Joanne Beral Digitally signed by Joanne Beral
Date: 2026.09.29 16:23:30 -04'00'

_____
Office of the General Counsel

[THIS SPACE IS INTENTIONALLY BLANK; SIGNATURE PAGE FOLLOWS]

FOR VENDOR

(Corporate Seal)

J AND A CLEANING COMPANY, LLC

Signature: _____

Corporate Secretary Signature

Print Name: Anaise Antoine Cidalien

-OR-

Title: Owner and CEO

Witness Signature

Date: 09-29-2026

JEANKEROLD CIDALIEN
Print Name

-AND-

Sharon N. Foster
Witness Signature

SHARON N. FOSTER
Print Name

AFFIDAVIT REGARDING THE USE OF COERCION FOR LABOR AND SERVICES

MUST BE COMPLETED BY ALL PROPOSERS

Respondent Vendor Name: J and A Cleaning Company LLC

Vendor FEIN:: 88-0683985

Vendor's Authorized Representative Name and Title: Anaise Antoine Cidalien: Owner/CEO and Jean Kerald Cidalien: Owner and CEO

Address: 1702 SW 70th Ave

City: North Lauderdale State: FL ZIP Code: 33068

Phone Number: 754-779-3237 / 954-548-8128

Email Address: anaise@jandacleaningcompanyllc.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 pass port, 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: Anaise Antoine Cidalien, Owner/CEO

Date: 8-20-2026

Foreign Country of Concern Attestation Form

MUST BE COMPLETED BY ALL PROPOSERS

This form must be completed by an officer or representative of a nongovernmental entity ("Entity") submitting a bid, proposal, or reply to, or entering into, renewing, or extending, a contract with a The School Board of Broward County, Florida ("SBBC") which would grant the entity access to an individual's Personal Identifying Information. Capitalized terms used herein have the definitions ascribed in Rule 60A-1.020, F.A.C. The Entity is not owned by the government of a Foreign Country of Concern, is not organized under the laws of nor has its Principal Place of Business in a Foreign Country of Concern, and the government of a Foreign Country of Concern does not have a Controlling Interest in the Entity.

Under penalties of perjury and as a person authorized to sign on behalf of the Entity, I declare that I have read the foregoing statement; and that the facts stated in it are true.

Name of Entity: J and A Cleaning Company LLC

Entity's Address: 1702 SW 70th Ave North Lauderdale FL 33068

Entity's Email Address: anaise@jandacleaningcompanyllc.com

Entity's Phone Number: 754-779-3237 and 954-548-8128

Entity's FEIN: 88-0683985

Signature of Entity's Officer or Representative: Antoine

Printed Name of Entity's Officer or Representative: Anaise Antoine Cadalien

Title of Entity's Officer or Representative: Owner and CEO

Date: 8-20-2026

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: 8/19/2026

Amer-Plus Janitorial Maintenance LLC
Attn: Stephannie Cetoute
1265 NE 203rd ST
Miami, FL 33179

Email: scetoute@amerpluscleaning.com
Phone: 305-725-2385

Subject:	Letter of **Renewal** of the Contract
RFP #:	FY23-277
RFP Title:	Janitorial Support Services

Dear Ms. Cetoute:

The above-referenced contract expires on 11/7/2026. In accordance with Section 3.4 – Contract Term, of the RFP, this contract may, by mutual agreement and upon School Board approval, be renewed for an additional year from **11/8/2026 through 11/7/2027**. 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 **8/25/2026**. The School District will notify you if, and when, your contract is renewed by the School Board. Thank you for your prompt attention to this matter.

Sincerely,

Thais Souza
Purchasing Agent IV

VENDOR RESPONSE

_____
Signature/Date - Authorized Representative

Stephannie Cetoute
Printed Name - Authorized Representative

Cc: Jessica M. Orama, Director, Physical Plant Operations
Cheryl Fields, Projects Coordenator, Physical Plant Operations

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: 8/19/2026

Crestwood Services, Inc. dba Total Cleaning
Attn: Todd Wolf
3350 NW 53rd, Suite 106
Fort Lauderdale, FL 33309

Email: todd@totalcleaning.com
Phone: 954-570-1165

Subject:	Letter of **Renewal** of the Contract
RFP #:	FY23-277
RFP Title:	Janitorial Support Services

Dear Mr. Wolf:

The above-referenced contract expires on 11/7/2026. In accordance with Section 3.4 – Contract Term, of the RFP, this contract may, by mutual agreement and upon School Board approval, be renewed for an additional year from **11/8/2026 through 11/7/2027**. 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 **8/25/2026**. The School District will notify you if, and when, your contract is renewed by the School Board. Thank you for your prompt attention to this matter.

Sincerely,

Thais Souza
Purchasing Agent IV

VENDOR RESPONSE

Todd Wolf
Signature/Date - Authorized Representative

Todd Wolf
Printed Name - Authorized Representative

Cc: Jessica M. Orama, Director, Physical Plant Operations
Cheryl Fields, Projects Coordenator, Physical Plant Operations

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
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Adam Cervera, Esq.
Debra Hixon
Nora Rupert
Rebecca Thompson
Dr. Allen Zeman

Dr. Howard Hepburn
Superintendent of Schools

DATE: 8/19/2026

J and A Cleaning Company, LLC
Attn: Anaise Antoine Cidalien
1702 SW 70th Ave
North Fortlauderdale, Fl 33068

Email: janddacleaningcompany28@gmail.com
Phone: 754-779-3237

Subject:	Letter of **Renewal** of the Contract
RFP #:	FY23-277
RFP Title:	Janitorial Support Services

Dear Ms. Cidalien:

The above-referenced contract expires on 11/7/2026. In accordance with Section 3.4 – Contract Term, of the RFP, this contract may, by mutual agreement and upon School Board approval, be renewed for an additional year from **11/8/2026 through 11/7/2027**. 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 **8/25/2026**. The School District will notify you if, and when, your contract is renewed by the School Board. Thank you for your prompt attention to this matter.

Sincerely,

Thais Souza
Purchasing Agent IV

VENDOR RESPONSE

Antoine 8-20-2026
Signature/Date - Authorized Representative

Anaise Antoine Cidalien
Printed Name - Authorized Representative

Cc: Jessica M. Orama, Director, Physical Plant Operations
Cheryl Fields, Projects Coordenator, Physical Plant Operations

PROCUREMENT & WAREHOUSING SERVICES
THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Supplier/Product Evaluation Form

The purpose of this evaluation form is to rate a supplier's performance. This form will aid the Procurement & Warehousing Services Department in determining the quality of goods and/or services purchased for the District. Your input will be used in the evaluation of future bids or proposals submitted by this supplier.

Please return completed evaluation forms to:
Procurement & Warehousing Services Department (TSSC Building)
7720 West Oakland Park Boulevard, Suite 323
Sunrise, Florida 33351

For assistance with this form contact us at
(754) 321-0505 or CLICK HERE to send us an email (include the words **Supplier/Product Evaluation Form** in the subject)

GENERAL INFORMATION

Bid #: FY23-277	**Bid Title:** Janitorial Support Services
Purchase Order #:	**Product/Service Provided:**
Supplier (Company) Name: Crestwood Services, Inc. d/b/a Total Cleaning Encompass Onsite, LLC	
Contact Name:	**Contact Phone #: ( ) -**

SECTION 1: SUPPLIER EVALUATION

1.) How would you rate the supplier in the following areas?

	1 Poor	2 Fair	3 Good	4 Very Good	5 Excellent
Overall customer service	☐	☐	☐	☐	☑
Delivery as scheduled or promised	☐	☐	☐	☐	☑

	1 Not Satisfied	2 Somewhat Satisfied	3 Satisfied	4 Very Satisfied
2.) How satisfied are you with the supplier?	☐	☐	☐	☑

3.) Will you use this supplier again? ☑ Yes ☐ No

SECTION 2: PRODUCT / SERVICE EVALUATION

4.) Based on the areas below, how would you rate the products/services provided with this Bid?

	1 Poor	2 Fair	3 Good	4 Very Good	5 Excellent
Compliance with specifications	☐	☐	☐	☐	☑
Quality as compared to similar products/services	☐	☐	☐	☐	☑
Prices as compared to similar products/services	☐	☐	☐	☐	☑

	1 Very Unlikely	2 Unlikely	3 Probably	4 Definitely
5.) Would you purchase this product/service again?	☐	☐	☐	☑

SECTION 3: END USER COMMENTS

Please share any additional information regarding this supplier or the products / services provided. **If this supplier's performance is unsatisfactory, please tell us why.** You may attach an additional sheet if necessary.

EVALUATION FORM COMPLETED BY:

Name: Cheryl Fields	**Title:** Projects Coordinator	**Contact Phone #:** (754) 321 - 4631
School/Department: The Physical Plant Operations Department		
Participant's Signature: Cheryl Fields		**Date:** 09/08/2026

PROCUREMENT & WAREHOUSING SERVICES
THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Supplier/Product Evaluation Form

1569

The purpose of this evaluation form is to rate a supplier's performance. This form will aid the Procurement & Warehousing Services Department in determining the quality of goods and/or services purchased for the District. Your input will be used in the evaluation of future bids or proposals submitted by this supplier.

Please return completed evaluation forms to:
Procurement & Warehousing Services Department (TSSC Building)
7720 West Oakland Park Boulevard, Suite 323
Sunrise, Florida 33351

For assistance with this form contact us at
(754) 321-0505 or CLICK HERE to send us an email (include the words **Supplier/Product Evaluation Form** in the subject)

GENERAL INFORMATION

Bid #: FY23-277 **Bid Title:** Janitorial Support Services
Purchase Order #: **Product/Service Provided:** Janitorial Services
Supplier (Company) Name: J and A Cleaning Company, LLC
Contact Name: Anaise Antonie Cidalien **Contact Phone #:** (754) 779 - 3237

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: Cheryl Fields **Title:** Projects Coordinator **Contact Phone #:** (754) 321 - 4631
School/Department: Physical Plant Operations
Participant's Signature: [signature] **Date:** 9/2/26

Status: ADDED ITEM

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

2026-10-13	Regular School Board Meeting
CATEGORY:	O. Operations
DEPARTMENT:	Procurement & Logistics Operations

Agenda Item Number:	14.
Consent Item:	Consent
Special Order:	NO
Time for Special Order:	

TITLE:

RFP27-029 - Cost and Program Control Management Services (CPCM) ADDED

REQUESTED ACTION:

Approve the Rejection of all Proposals received for Request for Proposal (RFP) RFP27-029 – Cost and Program Controls Manager ("CPCM"). 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

FINANCIAL IMPACT:

There is no financial impact 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 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 Sep 29,

Electronic Signature

Form $4189 Revised 9/26

HH/JJS

Approved in Open Board Meeting On: October 13, 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

RFP27-029 - Cost and Program Control Management Services (CPCM)

Board Meeting Date: October 13, 2026

Requested Action:
Approve the Rejection of all Proposals received for Request for Proposal (RFP) RFP27-029 – Cost and Program Controls Manager ("CPCM").

General Information

The following information outlines the governing authority, districtwide implications, historical background, strategic alignment with the 2027 goals and guardrails, and the anticipated measurable outcomes and return on investment related to this agenda item.

District-zone Impact/Board Member: District-wide	
School Board Policy Requirement	• Purchasing Policy 3800.
Statutory Requirement	• Section 1001.42(12)(i) Florida Statutes, and Section 6A-1.012(8), Florida Administrative Code.
If the School Board votes "Yes"	• All proposals received under RFP27-029 – Cost and Program Controls Manager Services will be rejected, and staff will be authorized to re-solicit the services through an Invitation to Negotiate (ITN) incorporating updated SDOP terminology, SBE/VBE designations, and clarified evaluation preferences.
If the School Board votes "No"	• Staff will not be authorized under this item to reject all proposals and re-solicit CPCM services. With the previous agreement expired, CPCM services will remain halted, affecting schedule and cost controls, risk management, and program reporting for capital projects throughout the District.
Alignment to the 2027 Strategic Goals and Guardrails	• Business Operations
Measurable Outcome(s)/Return on Investment	• Not Applicable

Background/History
The Office of Capital Programs requires Cost and Program Controls Manager (CPCM) services to support the District's transition from the SMART Program to a permanent Capital Improvement Program. These services include schedule controls, budgeting and cost controls, independent cost estimating, change and risk management, program reporting, Trimble Unity (e-Builder) administration, and knowledge transfer to District staff.

On July 16, 2025, RFP27-029 – Cost and Program Controls Manager was advertised, and on June 24, 2026, the District received proposals from two vendors. Only one proposal was deemed responsive – Atkins Realis, USA.

Staff recommends that The School Board of Broward County, Florida, reject all proposals received under RFP27-029 – Cost and Program Controls Manager Services and authorize re-solicitation through an Invitation to Negotiate (ITN) to address amendments to the solicitation's Supplier Diversity Outreach Program (SDOP) requirements, which should encourage more participation from other firms. An ITN is being utilized to allow the School Board to negotiate best value.

Following the evaluation process and a subsequent review of the solicitation, staff identified the need to revise the SDOP terminology and acronyms to reflect Small Business Enterprise (SBE) and Veteran Business Enterprise (VBE) designations and clarify the applicable evaluation preferences.

Re-solicitation will preserve the integrity of the competitive procurement process and provide all interested firms an equal opportunity to respond to corrected requirements under a consistent, clearly defined evaluation process. The Agreement resulting from the ITN will be presented to the School Board for review and approval.

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**: Subsequent to the rejection of all proposals under the RFP, Competitive solicitation through an Invitation to Negotiate (ITN), in accordance with SBBC Policy 3800, Purchasing Policy, and applicable provisions of Rule 6A-1.012, Florida Administrative Code. Following School Board approval to reject all proposals under RFP27-029 and authorize re-solicitation, the District will issue an ITN with corrected SDOP requirements. The process will include evaluation under published criteria and negotiations to obtain the best value for the District. A copy of the RFP documents is available online at: http://www.broward.k12.fl.us/supply/agenda/RFP27-029_CostandProgramControlManagementServices.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. There is no financial impact 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

PROCUREMENT & LOGISTIC OPERATIONS

BROWARD COUNTRY PUBIC SCHOOLS

FINANCIAL ANALYSIS WORKSHEET

BID INFORMATION			
New Bid # (Ex: 10-004R):	RFP27-029	**Preparation Date:**	August 17, 2026
Previous Bid # (Ex: 10-004R):	FY21-138	**Buyer/PA:**	EDGAR LUGO
New Bid Award Total:	$10,170,170.08	**Bid Title:**	Program Manager - Cost and Program Control Services
Previous Award Total:	$13,830,751		
Bid Type:	NEW BID		
Previous Bid Term (Start Date):	3/16/2021	**New Bid Term (In Months):**	36
Previous Bid Term (End Date):	9/16/2026	**# of Months Into Bid:**	65

SPEND REPORTING	
Purchase Order(s) Spend:	$12,495,751
P Card Purchases:	$0
Total Invoiced-to-Date Amount (PO + Pcard Purchases):	**$12,495,751**
Average Monthly Expenditure:	$192,242
Unused Authorized Spending:	**$1,335,000**
Est. Forecasted Spend (For Entire Bid Term):	

VENDOR INFORMATION			
Awarded Vendors:	**Certification Type:**	**Ethnicity / Gender:**	**Spend:**
106995-ATKINSREALIS USA INC	N/A		$ 12,495,751
	PO VENDOR SPEND:		**$ 12,495,751**
	P-CARD SPEND:		**$ -**
	TOTAL SPEND:		**$ 12,495,751**

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	2400096030	**Name** (First & Last)	Sonja V. Coley
Fund	7920	**Title**	Executive Director
Functional Area	7400808720000000	**Department/School Name**	Capital Programs
Commitment Item	56820000	**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:**	**8/17/2026**

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

2026-10-13	Regular School Board Meeting
CATEGORY:	R. Resolutions
DEPARTMENT:	Treasurer's Office

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

TITLE:

Resolution No. 27-117 - Reimbursement Resolution

REQUESTED ACTION:

Adopt Resolution No. 27-117 - Reimbursement Resolution declaring the official intent of the School Board to reimburse itself from the proceeds of tax-exempt obligations for certain expenses to be incurred with respect to the acquisition, construction and equipping of certain educational facilities, sites and equipment. 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 attached documents have been reviewed and approved as to form and legal content by Bond Counsel.

EXHIBITS:

- Executive Summary
- Resolution 27-117

FINANCIAL IMPACT:

There is no financial impact to the School 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:	Ivan Perrone	Phone:	754-321-1980

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

Electronic Signature

Form $4189 Revised 9/26

HH/JJS

Approved in Open Board Meeting On: October 13, 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

Resolution No. 27-117 – Reimbursement Resolution

Board Meeting Date: October 13, 2026

Requested Action: Adopt Resolution No. 27-117 declaring the official intent of the School Board to reimburse itself from proceeds of tax-exempt obligations for certain expenses to be incurred with respect to the acquisition, construction and equipping of certain educational facilities, sites and equipment.

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"	• Preserves the District's ability to reimburse qualifying pre-financing capital expenditures from future tax-exempt financing, subject to federal tax requirements and separate Board approval of the financing.
If the School Board votes "No"	• Future financing could still be considered, but eligible costs paid before financing may not qualify for reimbursement under this declaration, which could reduce cash-flow flexibility and require more costs to be funded from current capital resources.
Alignment to the 2027 Strategic Goals and Guardrails	• Business Operations
Measurable Outcome(s)/Return on Investment	• This resolution creates no direct savings. The measurable benefit is preservation of financing and cash-flow flexibility for qualifying expenditures associated with the current proposed 2027 COPs capital program.

Background/History: A reimbursement resolution is a federal tax-compliance and financing tool. It gives the District flexibility to use currently available funds to pay for approved capital projects before completing long-term financing. For example, the District may need to begin construction, purchase equipment, or pay other eligible capital costs before finalizing future tax-exempt financing. The District can use available funds to pay those costs now and, once the financing is completed, reimburse itself from the financing proceeds for those specific eligible capital expenditures, as permitted under federal tax rules.

The resolution does not itself borrow money, issue debt, approve a new project, or select a vendor. It simply preserves the District's ability to reimburse itself later for qualifying costs that were paid in advance. In simple terms, this allows approved capital projects to move forward without waiting for the financing process to be completed, while preserving the District's available funds for other authorized needs.

The School Board has used this mechanism previously. Resolution No. 22-107, adopted December 14, 2021, declared the Board's intent to reimburse eligible educational-facility expenditures from future tax-exempt obligations and cited Treasury Regulation 1.150-2. The 2021 Executive Summary explained that qualifying construction costs beginning up to 60 days before adoption could be reimbursable.

The current proposed 2027 COPs project list has an estimated total project cost of $175.89 million. It includes three collateral school projects totaling $135.30 million - Parkway Middle School ($67.10 million), Coral Glades High School ($50.49 million), and Mary Bethune Elementary School ($17.71 million) - plus $40.59 million of District-wide non-collateral needs such as building-envelope improvements, fire-protection systems, intercoms, and fencing.

Important: Approval of this reimbursement resolution does not issue debt, establish the final COPs principal amount, award a contract, add a project, or increase a project budget. Any future tax-exempt financing, including its amount, interest cost, structure, debt service, and final documents, must be presented for separate Board approval. Reimbursement eligibility for previously incurred costs is determined under federal tax rules and Bond Counsel guidance; the resolution does not automatically make all prior expenditures reimbursable.

Current Proposed 2027 COPs Project Program

Project / Facility	Planning & Contingency	A&E / Construction	Total Project Cost	Prior Expenditures	Project Dates
Parkway Middle School	$6.10M	$61.00M	$67.10M	$4,995,099	3/26/2025 - 7/31/2029
Coral Glades High School	$4.59M	$45.90M	$50.49M	$2,007,184	7/8/2023 - 10/5/2029
Mary Bethune Elementary School	$1.61M	$16.10M	$17.71M	$1,197,520	1/10/2024 - 10/2/2029
District-wide non-collateral needs	$3.69M	$36.90M	$40.59M	N/A	District-wide
TOTAL PROJECT COST	**$15.99M**	**—**	**$175.89M**	**Approx. $8.2M listed for collateral projects**	

Table A: Agreement Summary, Multi-Year Analysis, and Procurement Method

This table summarizes the contract agreement terms, including the multi-year financial breakdown and total projected cost, and identifies the procurement method used in accordance with District

Agreement Terms and Financial Impact

The following information provides a detailed summary of the contract agreement summary, financial impact of this item, including funding allocation, budget authority, fiscal year expenditures, and any current or future financial obligations.

purchasing requirements.

Agreement Term:	N/A
Multi-Year Agreement:	N/A
Procurement Method:	**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. Adoption of this resolution does not issue debt or approve new spending authority. It preserves the ability to reimburse qualifying capital expenditures from future tax-exempt financing.
2. The current proposed 2027 COPs project list has an estimated total project cost of $175.89 million. The actual future financing amount may differ and must be separately approved by the Board.

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	District-wide financing impact. The current proposed 2027 COPs list identifies Parkway Middle School, Coral Glades High School, Mary Bethune Elementary School, and District-wide facility needs. The reimbursement resolution itself does not change project scope, budget, schedule, or priority.
School Selection /Prioritization	The resolution does not select or reprioritize schools. The listed projects come from the current proposed 2027 COPs project schedule and remain subject to the District's normal capital planning, project approval, and budget processes.
Community/ Stakeholder Engagement	No separate community/stakeholder engagement is identified for the reimbursement-resolution action. Project-specific engagement occurs through the applicable capital/project process
End-User Input	N/A

Technology/Capital Expected Lifecycle/Replacement Cycle	N/A

Additional Backup:
Resolution 27-117

RESOLUTION NO. 27-117

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

A RESOLUTION OF THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA DECLARING THE OFFICIAL INTENT OF THE SCHOOL BOARD TO REIMBURSE ITSELF FROM THE PROCEEDS OF TAX-EXEMPT OBLIGATIONS FOR CERTAIN EXPENSES TO BE INCURRED WITH RESPECT TO THE ACQUISITION, CONSTRUCTION AND EQUIPPING OF CERTAIN EDUCATIONAL FACILITIES, SITES AND EQUIPMENT; AUTHORIZING CERTAIN INCIDENTAL ACTIONS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, in connection with the acquisition, construction, reconstruction, renovation and equipping by The School Board of Broward County, Florida (the "School Board") acting as the governing body of the School District of Broward County, Florida (the "District") of certain educational sites and facilities identified in the School Board's Five-Year District Educational Facilities Plan for Fiscal Years 2026-27 to 2030-31, approved September 1, 2026, as such plan may be amended and supplemented from time to time together with certain additional facilities, sites and equipment approved by the School Board from time to time (the "Plan"), the School Board expects to incur expenses for which the School Board will advance internal funds legally available for capital outlay purposes; and

WHEREAS, the School Board intends to reimburse itself for all or a portion of such expenses from the proceeds of tax-exempt obligations to be incurred by the School Board.

NOW, THEREFORE, BE IT RESOLVED BY THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA:

Section 1. **Declaration of Official Intent**. The School Board hereby declares its official intent to reimburse itself from the proceeds of obligations to be incurred by the School Board for expenses incurred with respect to the Plan within 60 days prior to the date of this Resolution and to be incurred subsequent to the date of this Resolution. This Resolution is intended as a declaration of official intent under Treasury Regulation § 1.150-2. The obligations to be incurred to finance the Plan are expected not to exceed an aggregate principal amount of $250,000,000.

Section 2. **Incidental Action**. The appropriate members of the School Board and officials and staff are hereby authorized to take such actions as may be necessary to carry out the purpose of this Resolution.

Section 1. **Open Meetings**. It is hereby found and determined that all formal actions of the School Board concerning and relating to the adoption of this Resolution and the consummation of the transactions contemplated by this Resolution were adopted in open meetings

of the School Board, and that all deliberations of the School Board that resulted in such formal action were in meetings open to the public, in compliance with all legal requirements.

Section 4. **Effective Date**. This Resolution shall take effect immediately upon its adoption.

Approved by The School Board of Broward County, Florida this 13th day of October, 2026.

_____
Sarah Leonardi, Chair
The School Board of Broward County, Florida

Attest:

_____
Dr. Howard Hepburn, Secretary
The School Board of Broward County, Florida

Status: ADDITIONAL INFORMATION/SPECIAL ORDER

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

2026-10-13	Regular School Board Meeting
CATEGORY:	P. Policies
DEPARTMENT:	General Counsel

Agenda Item Number:	1.
Consent Item:	Consent
Special Order:	YES
Time for Special Order:	9:00 A.M.

TITLE:

Rulemaking
ADDITIONAL INFORMATION

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 September 15, 2026. These policies were also reviewed at the Rule Development/Review Workshop held on 10/6/26.

EXHIBITS:

- Additional Information Memo
- Executive Summary
- Policies for Adoption
- Policies for Rescission

FINANCIAL IMPACT:

There is no financial impact to the District for the rulemaking of this item.

STRATEGIC PLAN ALIGNMENT:

Student Focus Outcomes

OR • **Business Operations**

BOARD ACTION:

(For Official School Board Records Only)

SOURCE OF ADDITIONAL INFORMATION

Name:		Phone:	
Name:		Phone:	

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Senior Leader & Title

Kathy Dupuy-Bruno, General Counsel

Signature

Kathy Dupuy-Bruno, General Counsel Sep 29, 2026

Electronic Signature

Form $4189 Revised 9/26

Approved in Open Board Meeting On: October 13, 2026

By: _____

School Board Chair

Established 1915
BROWARD
County Public Schools

OFFICE OF THE SUPERINTENDENT
DR. HOWARD HEPBURN
SUPERINTENDENT OF SCHOOLS

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

October 6, 2026

TO: School Board Members

FROM: Kathy Dupuy-Bruno, Esq., B.C.S., General Counsel

SUBJECT: **ADDITIONAL INFORMATION FOR ITEM P-1, RULEMAKING, FROM THE OCTOBER 13, 2026, REGULAR SCHOOL BOARD MEETING**

Attached is additional information regarding Item P-1, Rulemaking, for the October 13, 2026 Regular School Board Meeting.

- Executive Summary
- Policies for Adoption
- Policies for Rescission

Signature on file

KDB

Enclosure: Executive Summary
Policies for Adoption
Policies for Rescission

For more information, please contact:

Name: Kathy Dupuy-Bruno, Esq., B.C.S.
Title: General Counsel
Phone: 754-321-2050

EXECUTIVE SUMMARY

Rulemaking

Board Meeting Date: October 13, 2026

Requested Action: Adopt and rescind School Board policies. The effective date of this action shall be October 14, 2026.

General Information

The following information outlines the governing authority, districtwide implications, historical background, strategic alignment with the 2027 goals and guardrails, and the anticipated measurable outcomes and return on investment related to this agenda item.

District-zone Impact/Board Member: District-wide	
School Board Policy Requirement	• N/A
Statutory Requirement	• N/A
If the School Board votes "Yes"	• The proposed adoption and rescission shall become effective on October 14, 2026. Approval will support system-wide governance, legal compliance, transparency, and operational alignment by ensuring that the District's policy framework reflects current legal requirements, Board direction, and District practices. A "Yes" vote will also provide staff, schools, families, students, and stakeholders with updated policy guidance that is clear, accessible, and consistently applied across the District.
If the School Board votes "No"	• The District will continue operating under the current policy language where applicable. This may result in policies that remain outdated, inconsistent with current operational practices, or not fully aligned with recent legal, regulatory, or governance updates. A "No" vote may also delay policy modernization efforts, create uncertainty for staff responsible for implementation, and limit the District's ability to maintain a clear, consistent, and legally compliant policy framework.
Alignment to the 2027 Strategic Goals and Guardrails	• Business Operations
Measurable Outcome(s)/Return on Investment	• This adoption and rescission will support measurable improvements in governance, compliance, transparency, and operational

	consistency. This action is intended to provide clearer guidance to schools and departments, eliminate obsolete policy provisions, reduce ambiguity in implementation, and improve stakeholder access to current Board-adopted policy direction. • The return on investment includes reduced risk associated with outdated or inconsistent policies, improved alignment between Board policy and District operations, enhanced public transparency, and greater efficiency for staff responsible for interpreting, implementing, and communicating policy requirements.

Background/History

On May 5, 2026, the School Board approved the Agreement between The School Board of Broward County, Florida, and Neola, Inc. to support the District's policy modernization efforts through policy development, legal update services, administrative procedure support, and digital publication of Board bylaws, policies, and administrative procedures.

As part of the District's ongoing policy modernization initiative, the policies listed below were reviewed as part of the policy review process. The proposed policy language was pre-briefed to the School Board on September 22, 2026, and advanced for Rule Development/First Reading on October 6, 2026. During these discussions, School Board Members and stakeholders were provided an opportunity to review, discuss, and provide feedback on the proposed policy revisions

In accordance with the District's rule development and rulemaking process, the District advertised the policies on September 15, 2026.

The proposed policy language reflects feedback and input received during the Board's review process, including comments and recommendations provided by School Board Members and stakeholders. This agenda item represents the next step in the District's continuing effort to maintain a policy framework that is current, legally compliant, transparent, accessible, and aligned with Board governance priorities and District operations.

Adoption and rescission of the policies presented herein will further advance the District's systematic review, revision, adoption, rescission, and publication of School Board policies in a manner that promotes consistency, operational alignment, transparency, and legal compliance.

This agenda item addresses the following policies:

Policy	Action
0115 - Compliance in School Programs and Employment Practices **0116 - Strategic Plan** **0123 - Standards for Boardmanship** **0126 - School Board Philosophy** **0131 - Legislative/Policymaking** **0131.1 - Technical Corrections** **0131.2 - Emergency** **0132 - Executive** **0142.1 - Oath** **0142.3 - Orientation** **0146 - Removal and Discipline** **0147 - Compensation** **0152 - Officers** **0155 - Committees** **0171 - Policy Review** **0171.1 - Review of Policy - Educational Resources** **0171.2 - Review of Policy - Philosophy and Goals** **0171.3 - Review of Policy - Community Relations** **0171.4 - Review of Policy - Ethics** **2520 - Selection and Adoption of Instructional Materials** **2521 - Instructional Materials/Library Media Program** **2522 - Challenges to Adoption or Use of Instructional, Library, or Reading List Materials** **3031.02 - Temporary Duty Authorization (TDA)** **3130.01 - Temporary Task Assignment** **3214 - Solicitation or Acceptance of Gifts or Unauthorized Compensation** **3310 - Freedom of Speech in Noninstructional Settings** **5515 - Student Automobile Use and Use of Micromobility Devices** **6320.03 - Debarment** **6324 - Cone of Silence** **6325 - Procurement - Federal Grants/Funds** **6326 - Bid Protests** **6334 - Prequalification of Contractors for Educational Facilities Construction** **6345 - Change Orders** **6440 - Cooperative Purchasing** **6450 - Local Purchasing** **6470 - Payment of Invoices** **6540 - Consultant Agreements** **6661 - Purchase of Instructional Materials** **6685 - Funding for Promotion, Public Relations, and Hospitality** **8030 - The Valuation of Real Property for Acquisition and Disposal**	For Adoption
3800 - Purchasing Policy **4007 - Temporary Duty Authorization (TDA)** **4007.1 – Task Assignment**	For Rescission

4120 - Library Media/Innovative Learning Commons **4140 - Instructional Materials s** **5202 - Gifts: Solicitation and Receipt** **7003.1 - Pre-Qualification of Contractors for Educational Facilities** **7005 - Payments to Contractor During Construction** **8000 - Approval of Facilities' Construction Contract Change Orders**	

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**:

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 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 rulemaking of this item.

New / Current Requested Agreement Authority		
Agreement Authority Terms	**Length of Agreement Terms**	**Total Agreement Amount**
N/A	**N/A**	**N/A**

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

Current Fiscal Year Budget Authority				
Fiscal Year	**Length of Agreement Terms**	**Budget Fund**	**Amount**	**Included in Budget (Y/N)**
N/A	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	Adoption and rescission of the proposed policies will have a districtwide impact by providing schools with updated, consistent, and legally compliant guidance to support daily operations, decision-making, and implementation of Board expectations. Clear and current policies assist school leaders and staff in understanding their responsibilities, applying requirements consistently, and supporting students, families, and school communities in alignment with District standards.
School Selection/Prioritization	N/A
Community/ Stakeholder Engagement	The District complied with the provisions for public participation during the Rule Development and Rulemaking process for the policy proposals presented. This included legally noticing the policy proposals in accordance with applicable requirements, placing the items on the appropriate public meeting agendas, and providing the proposed policy language through the agenda-delivery process for public review. Stakeholder feedback was received and captured through multiple methods, including phone calls to School Board offices, in-person and virtual meetings with members of the School Board, emails sent to individual Board Members and to the School Board group inbox, written public comments submitted regarding the policy proposals, and public comments provided in person during the Rule Development session. This process ensured that the Board had access to stakeholder input before final consideration of the policy proposals during Rulemaking.
End-User Input	N/A
Technology/Capital Expected	N/A

Lifecycle/Replacement Cycle	

Additional Backup:
Policies for Adoption
Policies for Rescission

BROWARD COUNTY SCHOOLS

Regular School Board Meeting

Policies for Adoption

40 policies

October 13, 2026

DRAFT

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10/13/26 SECOND READING

po0115

COMPLIANCE IN SCHOOL PROGRAMS AND EMPLOYMENT PRACTICES

0115 -**COMPLIANCE IN SCHOOL PROGRAMS AND EMPLOYMENT PRACTICES**

The School Board is committed to ensuring compliance with all applicable Federal and State non-discrimination laws in school programs and employment practices.

No person shall be excluded from participation in, be denied the benefits of, or be subjected to discrimination in any educational program or activity based on race, color, religion, sex, sexual orientation, national or ethnic origin, marital status, disability if otherwise qualified, or any other unlawful factor.

No person shall be excluded from participation in, be denied the benefits of, or be subjected to discrimination in any employment conditions or practices based on race, color, religion, sex, age, sexual orientation, national or ethnic origin, marital status, pregnancy, disability if otherwise qualified, or any other unlawful factor.

Persons alleging unlawful discrimination shall use the grievance procedures provided in Board policy.

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Legal
F.S. 760.01
F.S. 1000.05
F.S. 1001.41
F.S. 1001.42
F.S. 1001.43
F.A.C. 6A-19.001 et. seq.

DRAFT

10/13/26 SECOND READING

po0116

STRATEGIC PLAN

0116 - **STRATEGIC PLAN**

The School Board is committed to effective education for all students by following the tenets of Strategic Planning. The Board shall follow the process as outlined in the Board Standard Operating ~~Protocol~~ Manual.

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Legal
F.S. 1001.41
F.S. 1001.42
F.S. 1001.43

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10/13/26 SECOND READING

po0123

STANDARDS FOR BOARDMANSHIP

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0123 - **STANDARDS FOR BOARDMANSHIP**

As a member of the School Board, each Board member shall promote and act in the best interest of the School District as a whole, adhering to the fiduciary duties of care and loyalty, and, to that end, each Board member shall adhere to the following educational and ethical standards:

A. make decisions in terms of the educational welfare of all children, regardless of ability, race, creed, sex, or social standing;

B. bring about desired changes through legal and ethical procedures, upholding and enforcing all laws, State Board of Education policies, and court orders pertaining to schools;

C. recognize that decisions must be made by the Board as a whole and that when made, these decisions must be supported by the entire Board;

D. focus Board action on policymaking, goal setting, planning, and evaluation and insist on regular and impartial evaluation of all staff;

E. support school personnel in the proper performance of their duties;

F. hold confidential all matters pertaining to the educational system that may needlessly harm individuals or the system and respect the confidentiality of information that is privileged under applicable law;

G. attend all scheduled Board meetings and workshops insofar as is possible and become informed on the issues to be considered at these meetings;

H. work with the Superintendent, neither undermining nor intruding into the areas legally assigned to the school administration;

I. make policy decisions only after full discussion at public Board meetings and render these decisions based on available facts refusing to surrender that judgment to individuals or special groups;

J. encourage the free expression of opinion by all Board members and seek systematic communication between the Board and students, staff and all elements of the community;

K. inform myself about current educational issues through study and participation in appropriate programs and/or workshops;

L. refrain from using my Board position for personal or political gain;

M. encourage recognition of the achievements of students and staff and of the involvement of business and community members;

N. listen responsively to the community and make decisions based on the best interest of the system as a whole;

O. support legislation and funding which will help to improve the educational opportunities and environment for students and staff;

P. remember always that my first and greatest concern must be the educational welfare of all the students attending the District and that we must provide appropriate curriculum, facilities, and motivation so that students will be encouraged to love learning, enabling them to achieve their fullest and highest potential.

Pursuant to F.S. 1001.42(7), a Board member may not knowingly sign and transmit to any State official a report of alleged misconduct by instructional personnel or school administrators which affects the health, safety, or welfare of a student which the Board member knows to be false or incorrect, or knowingly fail to adopt policies that require instructional personnel and school administrators to report alleged misconduct by other instructional personnel and school administrators, or that require the investigation of all reports of alleged misconduct by instructional personnel and school administrators, if the misconduct affects the health, safety, or welfare of a student. Violation of these provisions will result in the forfeit of the Board member's salary for one (1) year.

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Florida School Boards Association

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10/13/26 SECOND READING

po0126

SCHOOL BOARD PHILOSOPHY

0126 - **SCHOOL BOARD PHILOSOPHY**

The School Board governs with an emphasis on its well-defined purpose – improved student achievement. Therefore, the Board shall:

1. lead with vision by keeping the focus on the future rather than the past or present.
2. empower through processes.
3. encourage and listen for the diversity and the views of all in the community.
4. lead strategically.
5. create a clear distinction between School Board and administrative roles.
6. make decisions based on factual information.
7. make decisions collectively rather than individually.
8. govern proactively rather than reactively.
9. exemplify ethics and integrity.
10. empower and support a Speak Up and Listen Up culture.

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Legal
F.S. 1001.32(3)
F.S. 1001.33
F.S. 1001.41
F.S. 1001.42
F.S. 1001.43
F.S. 1012.22

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10/13/26 SECOND READING

po0131

LEGISLATIVE/POLICYMAKING

0131 - **LEGISLATIVE/POLICYMAKING**

The School Board is the policymaking body for the School District. After considering recommendations submitted by the Superintendent, the Board shall adopt policies for the organization and operation of the Board and efficient operation and general improvement of the School District.

The term "rule" for purposes of this policy has the same meaning set forth ~~is defined~~ in F.S. 120.52 , ~~;~~ but it does not include the Board's development or ~~prescription of~~ curriculum as described by statute. ~~"curricula by an educational unit"~~. As used in this policy, the terms "rule" and "policy" shall have the same definition. ~~Accordingly, The development or prescription of curriculum decisions are not subject to by the Board is removed from the procedural requirements applicable to Board for policymaking.~~

The Board may determine policy matters governed by permissive law, but not on matters governed by mandatory law. No policy can be in conflict with the operative law of the State or with State Board of Education rules. Any provision of a collective bargaining agreement which is ratified by the Board and affects collective bargaining members shall prevail over any Board policy conflicting with the agreement during the term of the agreement.

Board adoption of policies or revisions to policies shall be pursuant to Florida statutes.

Policy Development

Whenever an act of the Florida Legislature is enacted which requires implementation of the act through a policy adopted by the Board, the Board will publish notice of the development of a proposed policy within thirty (30) days after the effective date of the law that requires a policy and provides a grant of rulemaking authority.

The Superintendent shall publish notice of the development of a proposed policy at least seven (7) days before providing notice of a proposed policy as required below. The notice of policy development must indicate the subject area to be addressed by the policy development; provide a short, plain explanation of the purpose and effect of the policy development; cite the grant of rulemaking authority for the proposed policy and the law being implemented; include the proposed policy number; and state how a person may obtain or access, without cost, a copy of any preliminary draft of the proposed policy or incorporated documents.

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The Board may hold workshops for the purpose of policy development or information gathering for the preparation of the statement of estimated regulatory costs after publication of the notice of policy development. Any affected person may request in writing that the Board hold a workshop for policy development.On behalf of the Board, the Chair will decide if the requested Rule Development Workshop is warranted.

Adopting Policies

The Superintendent shall present any proposal relating to a policy amendment, the repeal of any policy, or the adoption of a new policy in writing to the Board including a written explanation of the proposal in accordance with Florida law.

A. Notice of Proposed Policy: After the Board has determined that it will give due consideration to the proposal for adoption, amendment, or repeal of a policy, the Superintendent shall give immediate and proper written notice to the public pursuant to the provisions of Florida law. The notice shall include a brief and concise explanation of the proposed policy's purpose and effect, the proposed policy number, a concise summary of the estimate of economic impact to all individuals affected by the proposed new policy or revision of an existing policy and a website address where the estimated regulatory costs can be viewed if a summary has been prepared, the legal authority for the Board's action, the location where the text of the proposed revision to current policy or new policy may be obtained or accessed, the procedure for requesting a public hearing on the proposed policy, and the name, email address, and telephone number of the employee who may be contacted regarding the intended action.

   A notice of a proposed policy must be published within 180 days after the most recent notice of policy development, unless the Legislature expressly provides a different date.

B. Hearings: Any person who is affected by a proposed policy, policy revision, or the repeal of a policy, may within twenty-one (21) days following notice of the proposal to adopt or repeal such policy, file a written request with the Board for a hearing on the proposed action.

   The Board may also, on its own initiative, schedule a public hearing for any proposed policy adoption, revision, or repeal.

C. Rulemaking Record: Any material pertinent to the issues under consideration submitted to the Board within twenty-one (21) days after the date of publication of the notice under paragraph B above or submitted to the Board between the date of publication of the notice and the end of the final public hearing shall be considered by the Board and made a part of the record of the rulemaking proceeding.

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D. Board Action: The Board's final vote to adopt, amend, or repeal a policy will occur no sooner than twenty-eight (28) days following publication of the published notice in paragraph A above.

E. The Superintendent shall file immediately in their ~~his/her~~ office a copy of any new policy, policy revision, or repealed policy adopted by the Board; policy handbooks and the Board's website shall be updated accordingly.

F. All policies shall become effective upon adoption by the Board unless another time certain date is specified therein. The Board may adopt a policy authorized by law and necessary for the proper implementation of a statute prior to the effective date of the statute, but the policy may not be effective until the statute upon which it is based is effective.

Notices

All notices pertaining to policymaking shall be published by any of the following methods:

A. by publication in a newspaper qualified under F.S. Chapter 50, in the affected area or on a publicly accessible website as provided in F.S. 50.0311;

B. by posting on the District's website not less than seven (7) days before the public meeting, hearing, or workshop; and

C. by mail to persons who have requested advance notice and to organizations representing persons affected by the policy; and

D. by posting in appropriate places so that those particular classes of persons to whom the intended action is directed may be duly notified.

Challenge to an Existing Policy

Any person substantially affected by an existing Board policy may petition the Division of Administrative Hearings, Florida Department of Administration, to conduct a hearing on the validity of a policy pursuant to Florida statutes. Any hearing examiner's decision which is adverse to the Board or to the person substantially affected may be judicially reviewed.

Emergency Policies

The Board may determine that the public health, safety, or welfare is endangered and that immediate action is required to protect the public interest. When this occurs, the Board, at any meeting in which a quorum is present, may adopt emergency policies, without complying with the waiting period as provided above. The Superintendent shall properly record the effective date for any such emergency policy. Any emergency policy shall not be valid in excess of ninety (90) days from the adoption or effective date.

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Public Input and Access to Policies

Any Board employee, citizen, or agency may submit a policy proposal to the Superintendent's and General Counsel's office.

The Board policies shall be accessible on the District's website.

Exceptions to Policies

Exceptions to a Board policy will be made only to provide and implement overall goals and objectives of the School District and to protect and preserve the health, safety, and welfare of the affected individual(s).

A. Any citizen may appeal to the Board for a variation or waiver with regard to any policy. The individual must establish that application of the policy would cause a substantial hardship for a waiver to be considered or violate principles of fairness.

B. The appeal process shall be that a written request shall be made to the Superintendent who shall review the matter and present a recommendation to address the request at the next regular Board meeting to which the item may be added as a part of the agenda. In cases where an appeal process has been developed for a specific policy, the appeal shall be made in accordance with that procedure.

C. A request to make exception to a Board policy shall be addressed and a decision rendered at a regular, special or emergency Board meeting.

D. Providing an exception to a Board policy shall not render the policy void with respect to the continued implementation of the policy.

E. The Board may make exceptions to a policy without a citizen appeal, as authorized by this policy.

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Legal
F.S. 120
F.S. 120.536(1)
F.S. 120.54
F.S. 120.54(1, i, 1)
F.S. 120.54(1, i, 2)
F.S.120.54(1, i, 3, 17)
F.S. 120.54(2)

DRAFT

F.S. 120.56(2)
F.S. 1001.41

DRAFT

10/13/26 SECOND READING

po0131.1

TECHNICAL CORRECTIONS

0131.1 - **TECHNICAL CORRECTIONS**

Periodically, it may be deemed necessary to make technical changes to policies that have already been adopted through normal procedures. Technical changes are corrections to citations or grammatical, typographical, or similar errors that do not affect the substance of the policy.

Should the Board choose to make such technical changes, it may be accomplished by resolution as part of the consent agenda without going through the normal policy adoption procedure.

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F.S. 11.242

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10/13/26 SECOND READING

po0131.2

EMERGENCY

0131.2 - **EMERGENCY**

The School Board believes that safety for all students and employees is an integral component in the educational environment.

In case of an emergency involving the welfare and safety of students and employees, the Superintendent may suspend any part of these policies. The Board shall be immediately notified of such action. If there is a need to continue policy suspension, the Superintendent shall bring a recommendation forward to the Board at the next scheduled meeting.

In case of an emergency, the Superintendent may close any school or all schools. The members of the Board shall be informed immediately of any event or condition which requires the closing of a school or the schools of the District. Where the public interest requires School Board action, the Superintendent shall call a special meeting of the Board.

During times of general public emergency, the Superintendent is authorized to use all available resources of the District in cooperation with other agencies to alleviate the emergency, and directed to keep the Board current on all decisions.

In the absence or unavailability of the Superintendent, the Superintendent's designee may fulfill the responsibilities listed above.

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Legal
F.S. 1001.33
F.S. 1001.41
F.S. 1001.42
F.S. 1001.43
F.A.C. 6A-1.012(12)(e)

DRAFT

10/13/26 SECOND READING

po0132

EXECUTIVE

0132 - **EXECUTIVE**

As set forth in State law, the School Board has limited executive power and exercises it through the appointment of the Superintendent, General Counsel, and Chief Auditor.

The Superintendent shall be the executive officer of the Board, and, as such, shall advise and counsel with the Board on all educational matters and recommend to the Board such matters as should be acted upon.

The Superintendent shall cooperate with the Board in every practicable manner to the end that the School District may be continuously improved.

The Superintendent is delegated the authority to take necessary action in circumstances not provided for in Board policy, provided that such action shall be reported to the Board , including the nature of the action taken and the reason for the action, at the next meeting following such action.

The Superintendent, in cases of emergency, may suspend any part of these policies and/or procedures, provided that the Superintendent shall report the fact of and the reasons for such suspension at the next meeting of the Board and provided further that the suspension shall expire at the time of said report unless continued in effect by action of the Board.

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Legal
Section 5, Article IX, State Constitution
F.S. 1001.46
F.S. 1001.461
F.S. 1001.49
F.S. 1001.50
F.S. 1001.51

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10/13/26 SECOND READING

po0142.1

OATH

0142.1 - **OATH**

Before entering upon the duties of office after election, or within ten (10) days of appointment if appointed, members shall take the prescribed oath of office.

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Legal
F.S. 1001.37

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10/13/26 SECOND READING

po0142.3

ORIENTATION

0142.3 - **ORIENTATION**

The School Board believes that the training of each Board member for the performance of Board duties is essential to the effectiveness of the Board's functioning.

The Board shall encourage each new Board member to understand the statutory roles, responsibilities, and functions of the Board, acquire knowledge of matters related to the operation of the schools, and learn Board procedures. Accordingly, each new Board member, when their election is certified, shall receive or be provided electronic access for use during their term on the Board:

A. a copy of the Florida Ethics Law;

B. a copy of the Board's policies;

C. a copy of each current collective bargaining agreement;

D. the District's current budget statement, audit report, and related fiscal materials;

E. a copy of Florida's Public Records Act, Florida's Government-in-the-Sunshine Law, and the most recent edition of the Government-in-the-Sunshine Manual (or similar publication) published by the Florida Office of the Attorney General;

F. Florida School Laws, current edition; and

G. State Board of Education rules.

The Board will establish and maintain a library of publications and reference materials for the use of Board members and will provide a new Board member with a list of references that should be reviewed.

The Board shall encourage each new Board member to attend orientation and training meetings, including membership associations, conferences, and other activities pertinent to the role of a Board member in the District.

New Board Membership Orientation Program

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The Superintendent and General Counsel shall provide an orientation program for newly elected Board members to commence as soon as possible after their new term begins. This orientation program shall address, among other things, the following:

A. the purpose and role of the Board;

B. the conduct of individual Board members, including the duties of the Board Chairperson;

C. an overview of educational programs; and

D. a review of Board rules and policies.

During the orientation program, each new Board member shall be invited to meet with the Superintendent and members of the Superintendent's cabinet to discuss District functions, policies, and procedures, as well as all relevant District functions.

The new Board member orientation program shall serve as a foundation for continued learning for Board members, enabling them to fulfill their responsibilities effectively and positively impact student achievement.

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10/13/26 SECOND READING

po0146

REMOVAL AND DISCIPLINE

0146 - **REMOVAL AND DISCIPLINE**

The Governor is empowered to suspend or remove for cause an elected or appointed School Board member. Convictions of certain offenses and failure to adhere to prescribed standards of conduct as defined by statute are grounds for removal from office. The Board may take disciplinary action against a Board member, such as censure, removal from committees, or other remedies within the confines of the Board's powers for violation of Board policy or law.

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Legal
F.S. Const. Art. IV, Section 7

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10/13/26 SECOND READING

po0147

COMPENSATION

0147 - **COMPENSATION**

Pursuant to State law, each School Board member shall receive a salary based on the population of Broward County, Florida, and as adjusted by Florida statute. Notwithstanding any such adjustment, a Board member's salary shall not exceed the District's beginning salary for teachers who hold baccalaureate degrees.

The Board may authorize all approved expenses for membership of its Board members in recognized school board associations. Expenses of a Board member incurred in the performance of their duties will be paid by the District, provided that each such member submits a written statement of their expenses consistent with Board policy and within the constraints of budgeted resources.

School Board members shall be eligible to participate in the health, life, and other insurance benefit plans made available by the District. All premiums, contributions, and other costs associated with such coverage shall be paid by the Board member on the same basis and at the same rates applicable to District teachers. Board members shall not receive any additional or enhanced Board-paid insurance benefit by virtue of their service as Board members. Coverage shall be subject to the same applicable terms, conditions, eligibility requirements, and plan provisions.

Board members are eligible to participate in the Florida Retirement System as specified by law. Board members shall not receive sick leave or vacation pay.

Board members shall not receive any compensation, supplement, stipend, bonus, or other payment from funds generated by a voter-approved ad valorem tax referendum ~~for employee compensation~~.

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Legal
F.S. 1001.395

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10/13/26 SECOND READING

po0152

OFFICERS

0152 - **OFFICERS**

The organizational meeting shall be called to order by the Superintendent who shall act as presiding officer until the organization is complete.

After new members have received the oath of office, elections of officers shall be by majority vote of members physically present.

A. Officers shall serve for one (1) year and until their respective successors are elected and shall qualify.

B. In the event that the office of Chair or Vice-Chair becomes vacant, the School Board shall fill the vacancy for the unexpired term at the ensuing regular or special meeting in the same manner as the election conducted at the organization meeting.

The Superintendent shall be the secretary and executive officer of the Board.

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Legal
F.S. 1001.371
F.S. 1001.462
F.S. 1001.48

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10/13/26 SECOND READING

po0155

COMMITTEES

0155 - **COMMITTEES**

Committees of Board members shall, when specifically charged to do so by the Board, conduct studies and make recommendations to the Board. Whenever a majority of a committee and/or sub-committee meets for any pre-arranged discussion of public business of that committee or sub-committee, it shall abide by the Sunshine Law. The law requires that the committee or subcommittee give public notice of each meeting and prepare, file, and maintain minutes of the proceedings. Such minutes shall also be available for public inspection.

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10/13/26 SECOND READING

po0171

POLICY REVIEW

0171 - **POLICY REVIEW**

The School Board shall review its policies periodically.

The Superintendent shall periodically review Board policies and recommend for the Board's consideration and adoption revisions to existing policies or new policies as necessary to support the effective administration of the District and to maintain consistency with applicable law, rule, and regulatory requirements. All such revisions and additions to Board policy shall be in accordance with the Administrative Procedures Act.

The General Counsel shall serve as legal advisor to the Board and Superintendent regarding Board policies and shall provide legal advice and counsel concerning the legality, legal sufficiency, interpretation, application, and implementation of existing and proposed policies. The General Counsel shall advise the Superintendent regarding policy revisions that may be necessary or appropriate as a result of changes in law, legal requirements, litigation, or other matters affecting the legal interests of the District.

The General Counsel may also advise the Board directly on the legal implications of any existing or proposed policy and may recommend policy revisions when necessary to address legal or compliance concerns.

The Superintendent and General Counsel shall collaborate, as appropriate, in the development and review of proposed policies and policy revisions. Nothing in this provision alters the Superintendent's responsibility to review and recommend policies for the Board's consideration and adoption, the Board's authority to establish policy, or the General Counsel's responsibility to provide legal advice and counsel to both the Board and Superintendent.

Board policies and procedures must include standards for screening, hiring, and terminating instructional personnel and school administrators as defined in F.S. 1012.01; standards of ethical conduct for instructional personnel and school administrators; the duties of instructional personnel and school administrators for upholding the standards; detailed procedures for reporting alleged misconduct by instructional personnel and school administrators which affects the health, safety, or welfare of a student; requirements for the reassignment of instructional personnel or school administrators pending the outcome of a misconduct investigation; and penalties for failing to comply with F.S. 1001.51 or 1012.795. The Board policies and procedures shall include

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appropriate penalties for all Board personnel for nonreporting, and procedures for promptly informing the District of each legally sufficient complaint.

The Board will also evaluate how policies have been implemented and their general effectiveness. The Board will rely on such metrics as summaries of surveys administered to the school staff, students, and community; student data collected by the District, including, but not limited to, student assessment results, graduation statistics, and attendance records; financial reports; and other relevant information to provide evidence of the effect of the policies it has adopted.

The Superintendent shall require that all policy manuals and standard operating procedure manuals are updated following Board approval of recommended revisions and additions.

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F.S. 1012.796(d)

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10/13/26 SECOND READING

po0171.1

REVIEW OF POLICY - EDUCATIONAL RESOURCES

0171.1 - **REVIEW OF POLICY - EDUCATIONAL RESOURCES**

It will be the policy of the School Board to periodically review its policies and procedures on educational resources. It is the policy of the Board to facilitate academic standards, budget priorities, and budget mandates, provide safe and secure facilities, and create an organizational framework and environment to achieve the District's vision.

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10/13/26 SECOND READING

po0171.2

REVIEW OF POLICY - PHILOSOPHY AND GOALS

0171.2 - **REVIEW OF POLICY - PHILOSOPHY AND GOALS**

It will be the policy of the School Board to periodically review its policies on the philosophy of education, educational goals, curriculum and instruction, participation of disabled students, and educational options. To this end, this effort will involve all stakeholders to formulate a vision, goals, and strategic plan for the District.

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10/13/26 SECOND READING

po0171.3

REVIEW OF POLICY - COMMUNITY RELATIONS

0171.3 - **REVIEW OF POLICY - COMMUNITY RELATIONS**

It will be the policy of the School Board to periodically review its policies on planned community relations. The Board commits to maintaining strong community relations by involving stakeholders in District planning and regularly communicating information about policy, programs, and fiscal conditions.

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10/13/26 SECOND READING

po0171.4

REVIEW OF POLICY - ETHICS

0171.4 - **REVIEW OF POLICY - ETHICS**

The School Board will annually review the following policies and procedures:

A. standards for screening, hiring, and terminating instructional personnel and school administrators as defined in F.S. 1012.01;

B. standards of ethical conduct for instructional personnel and school administrators, and the duty of instructional personnel and school administrators to uphold the standards;

C. detailed procedures for reporting alleged misconduct by instructional personnel and school administrators which affects the health, safety, or welfare of a student; reassigning instructional personnel or school administrators pending the outcome of a misconduct investigation; and promptly reporting each legally sufficient complaint to the Florida Department of Education.

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10/13/26 SECOND READING

po2520

SELECTION AND ADOPTION OF INSTRUCTIONAL MATERIALS

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2520 - **SELECTION AND ADOPTION OF INSTRUCTIONAL MATERIALS**

The School Board adopts courses of study pursuant to State law and Policy 2220. When adopting courses of study, State law also requires the Board to adopt and provide adequate instructional materials to students enrolled in the District.

"Adequate instructional materials" means a sufficient number of student or site licenses or sets of materials that are available in bound, unbound, kit, or package form and may consist of hard-backed or soft-backed textbooks, electronic content, consumables, learning laboratories, manipulatives, electronic media, and computer courseware or software that serves as the basis for instruction in the core courses of mathematics, language arts, social studies, science, reading, and literature.

Furthermore, Federal law requires the Board to provide accessible instructional materials as specified in a student's Individualized Education Program (IEP). Such accessible instructional materials may be of a type or in a format as specified in the definition of adequate instructional materials in this policy.

"Library media center" means any collection of books, ebooks, periodicals, or videos maintained and accessible on the site of a school, including in classrooms.

As required by State law, instructional materials adopted and used in the District shall be consistent with the goals and objectives in the District's adopted course of study and with the course descriptions established by State Board rule. The Board is responsible for the content of all instructional materials and any other materials used in a classroom, made available in a school or classroom library, or included on a reading list.

Each principal shall provide that instructional materials are used to provide instruction to students enrolled at the grade level or levels for which the materials are designed pursuant to adopted Board policies. Each principal shall communicate to parents the manner in which instructional materials are used to implement the curricular objectives of the school and the procedures for contesting the adoption and use of instructional materials. Principals are also responsible for overseeing compliance with District procedures for selecting school library media center materials at the school to which they are assigned and notifying parents of the process for objecting to the use of specific materials.

The Superintendent shall develop standard operating procedures that set forth a process to involve staff in the review and evaluation of instructional materials. The staff involved in this process shall recommend to the Superintendent for submission to the Board for adoption the instructional materials that address the goals and objectives for adopted courses of study and the course descriptions established by State Board rule. The instructional materials shall be from the State-adopted instructional materials list if there has been a State adoption or from publishers and other resources if there has not been a State adoption. A meeting of a committee for the purpose of ranking, eliminating, or selecting instructional materials for recommendation to the Board must be noticed and open to the public in accordance with F.S. 286.011. A committee convened for such purposes must include parents of students who will have access to such materials.

The Superintendent's procedures shall also prescribe the process for the acquisition, management, use, accountability, and reporting requirements of all instructional materials.

Certification by Superintendent

The Superintendent shall also establish procedures governing requisition, purchase, receipt, storage, distribution, use, conservation, disposal, records management, and property accountability for instructional materials.

Instructional materials for core courses shall follow the State or District adoption cycle, generally five (5) years when applicable, and shall remain in use until physically unsuitable, replaced by newly adopted materials, or no longer required because the course is discontinued.

The District shall annually publish and provide to principals an Approved Core Instructional Titles List identifying currently approved core instructional materials and applicable adoption years.

The Superintendent shall annually provide notice to the Department of Education of the State-adopted instructional materials that will be requisitioned for use in the district, including the District's plan for use of the materials.

On or before July 1 each year, the Superintendent will certify to the Commissioner of Education (1) the estimated allocation of state funds for instructional materials for the ensuing fiscal year; and (2) that school librarians and media specialists who are involved in the selection of library media materials for students have completed the online Library Media Training course.

By August 1 each year, the Superintendent will certify to the Commissioner of Education that the Board has approved a comprehensive staff development plan that supports fidelity of implementation of instructional materials programs, including verification that training was provided, the materials are being implemented as designed, and that core

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reading materials and reading intervention materials used in kindergarten through grade 5 meet the requirements of F.S. 1001.215.

Adoption of Instructional Materials

Prior to submitting a recommendation to the Board regarding the recommended instructional materials, those materials will be accessible for review online for at least twenty (20) calendar days prior to the open publicly noticed meeting at which a public hearing will be held so that the Board can receive comment, if any, about the instructional material under consideration for adoption. The Superintendent shall establish reasonable safeguards against the unauthorized use, reproduction, and distribution of the instructional material under consideration.

Following the public hearing, the Board may act upon the Superintendent's recommendation to adopt the instructional materials. The Board will select, approve, and adopt all materials as a separate line item on the regular (non-consent) agenda and will provide a reasonable opportunity for public comment.

At an open publicly noticed meeting following the meeting at which the instructional material is adopted, the Board shall consider a recommendation to approve an annual instructional materials plan that identifies any instructional materials to be purchased pursuant to the instructional materials review process described herein.

The Superintendent shall maintain a list of all adopted instructional materials.

Board-approved core instructional materials shall serve as the primary instructional resource. Supplemental materials may be used to enrich or enhance instruction consistent with Board policy and applicable law.

Instructional materials not adopted by the State shall be evaluated by qualified school or District staff and approved by the Office of Academics or the Superintendent's designee before purchase or use as a core curricular resource.

Publication on Website of List of Instructional Materials and Process to Limit Student Access

The Board will publish on its website, in a searchable format, a list of all instructional materials, including those used to provide required instruction under Florida law.

The Board will adopt and publish on its website the process for a parent to limit their student's access to materials in the school or classroom library.

Annually, the District shall provide access to the electronic portal for parent or guardian to complete and submit the opt-out form electronically. Standard operating procedures shall

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address receipt, implementation, documentation, communication to affected staff, and annual review or rollover of access limitations.

School Library Media Centers and Reading Lists

Program Standard: The Board recognizes an effective school library media program as an integral part of the educational system. Each school library media program shall be managed instructionally and operationally by a certified library media specialist and shall provide an inclusive physical and digital learning environment that may include small-group learning, makerspaces, STEM activities, collaborative teaching spaces, and technology integration.

Access Standard: Students and personnel shall have equitable access to library media services, materials, equipment, and information in print, digital, and other formats, consistent with applicable law and Board nondiscrimination requirements.

1. Each school shall provide a physical and virtual library. Library resources and services shall be accessible to students and instructional staff throughout each school day when students are in attendance and shall support group instruction, independent study, and additional access when justified by school need.

2. Each school shall maintain a professionally curated, systematically organized collection in multiple formats and shall expand access, when appropriate, through collaboration with other libraries and agencies.

3. Each school shall maintain a balanced collection of at least 15,000 usable volumes, at least 10,000 usable volumes at an elementary school, or at least ten (10) volumes per student when enrollment is 1,500 or fewer students, or 1,000 or fewer students at an elementary school. Print and digital holdings may be counted consistent with District procedures.

4. No more than fifty percent (50%) of a school library collection shall have publication dates older than fifteen (15) years. Each school shall use collection-age and circulation data to support an annual deselection, replacement, and collection-development plan.

5. Schools shall provide at least thirty-five (35) print and/or digital periodicals annually that, collectively, serve the grade levels of the school.

6. Schools are expected to meet District maintenance-of-effort guidelines for library media materials of $9.60 per pupil in elementary and middle schools and $12.80 per pupil in high schools and centers, subject to Board-approved budget procedures and annual monitoring.

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Effective July 1, 2022, each book newly made available to students through a school library media center or included in a recommended or assigned school or grade level reading list must be selected and approved by a District employee who holds a valid educational media specialist certificate, regardless of whether the book is purchased, donated or otherwise made available to students.

Procedure

The media specialist will endeavor to stay informed about appropriate new publications, using multiple sources, such as discussions with colleagues, attendance at conferences, and reading a variety of periodicals and book reviews. The media specialist will also receive and consider suggestions or requests brought forward by other faculty, students and parents.

Each school shall submit and annually review a collection development plan addressing selection, acquisition, access, organization, deselection, replacement, take-home use, gifts, and collection maintenance. The District shall provide ongoing training in selection, deselection, and maintenance, and shall retain records of required annual State training.

In evaluating a work, the reviewer shall consider the work as a whole and document, as applicable, professional reviews, educational significance, age and developmental appropriateness, accuracy, literary merit, scope, authority, special features, translation integrity, arrangement, treatment, technical and aesthetic quality, anticipated demand, durability, obscenity restrictions, copyright compliance, diverse viewpoints, and relationship to the existing collection.

Potential new books for the school library media center and reading lists will be evaluated to determine if they would be suitable for student needs and whether they would be appropriate for the intended grade level and age group. In considering possible new acquisitions, the media specialist will consult reputable, professionally recognized reviewing periodicals and school community stakeholders. The media specialist will also assess the level of student interest in the subject(s) presented and the ability of students to comprehend the material. Books that are selected must be free of pornography and material prohibited under F.S. 847.012.

The goal of the selection process is for the school's library media center and reading list collections to be based on reader interest, the support of State standards and aligned curriculum, and the academic needs of students and faculty.

After evaluation, the media specialist will inform the principal of those books that have been evaluated and are approved for inclusion in the collections.

Each school shall maintain a standing Library Media Committee composed of an odd number of voting members and not fewer than five (5). The committee shall advise on library programming, collection management, purchases and gifts, and local procedures.

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The principal or designee and the certified library media specialist shall select members, and the certified library media specialist shall chair the committee. Membership may include instructional staff, students, parents, community partners, and other relevant stakeholders. This standing committee is distinct from any committee established under Policy 2522 to resolve a formal objection.

Periodically, books will be removed from the collection or discontinued, based on their poor physical condition, low rate of recent circulation, non-alignment to State standards, out-of-date content, or status following a parent's or community member's objection.

The procedure for developing library media center and reading list collections will be posted on the website for each school in the District.

Each elementary school must publish on its website, in a searchable format, a list of all materials maintained and accessible in the school library media center or a classroom library which can be checked out or used by a student or required as part of a school or grade-level reading list. The format must:

A. identify the type of material maintained in the library media center by category, such as books, ebooks, periodicals, and videos;

B. list, at a minimum, the following information:

1. the title and author for books and ebooks;

2. the name or title for periodicals and videos; and

3. the title for any other material maintained in the media center.

C. Books and ebooks must be searchable by, at a minimum, author and title. All other materials must be searchable by, at a minimum, title.

Purchase of Instructional Materials

Following adoption by the Board, requisitions shall be issued to purchase current instructional materials from the State-adopted instructional materials list so that each student in kindergarten through grade 12 will have a major tool of instruction in core courses of the subject areas of mathematics, language arts, science, social studies, reading, and literature. Any materials purchased shall be free of pornography and material prohibited under F.S. 847.12, suited to student needs and their ability to comprehend the material presented, and appropriate for the grade level and age group for which the materials are used or made available. The Board will purchase all materials as a separate line item on the regular (non-consent) agenda and will provide a reasonable opportunity for public comment.

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Requisitions shall also be issued to purchase instructional materials that will be the major tool of instruction for subjects in the State Course Code Directory for which the Board has adopted courses of study, but for which there are no materials on the State-adopted instructional materials list.

The Superintendent shall approve these purchases.

In any year in which the total instructional materials allocation for District has not been expended or obligated prior to June 30th, the unobligated amount shall be carried forward and added to the next year's allocation.

The District shall maintain on its website a current list of instructional materials, by grade level, purchased by the District.

Replacement and Purchase of Instructional Materials by Students/Parents

Students may be held responsible for the cost of replacing any instructional materials lost, destroyed, or unnecessarily damaged. Failure to provide payment for the damage or loss may result in the suspension of the student from participation in extra-curricular activities, or the debt may be satisfied by the student performing community service activities at the school site as determined by the school principal.

A student or their parent(s) may purchase a copy of the designated course instructional materials, regardless of format, for the District's purchase price, including shipping**,**

Cost of materials may be charged for materials used in those activities beyond the basic curriculum in which a student elects to participate, particularly in activities where the product becomes the property of the student.

Free School-Related Instructional Materials

Free instructional materials may be accepted for classroom and school purposes under conditions that meet all the following criteria:

A. The initiative for securing the materials should be of the type that teachers seek rather than materials forwarded to them to promote the interests of an outside agency.

B. The materials should fill a legitimate purpose of the school curriculum.

C. The advertising feature of the materials should be minimized.

D. Educational films should contain a minimum amount of commercial advertising.

Equipment or Instructional Materials Vendors

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The principal may permit vendors to demonstrate and show only that equipment and instructional materials which can be used to improve the instructional program and which are under consideration for purchase by the school.

New Worlds Reading Initiative

The New Worlds Reading Initiative, created by the Florida Department of Education, provides high-quality, free books directly to K-prekindergarten through grade 5 students who are not yet reading on grade level, who score below a level 3 on the most recent Statewide, standardized English Language Arts Assessment (ELA), or who have a substantial deficiency in reading identified under F.S. 1008.25, or who have a substantial deficiency in early literacy skills based upon the results of the coordinated screening and progress monitoring under F.S. 1008.25.

The School District must notify parents of eligible students upon enrollment and at the beginning of each school year options for specific book topics or genres in order to maximize student interest in reading. The District must coordinate monthly book deliveries with the program administrator beginning no later than October and continuing through at least June. The District must participate in the initiative by partnering with local nonprofit organizations and raising awareness by using marketing materials provided by the program administrator. A student's eligibility for the initiative continues until promotion to grade 6 or until the parent opts out of the initiative.

The District shall coordinate with each charter school it sponsors for the purposes of identifying eligible students, notifying parents, coordinating book deliveries, providing the opportunity to annually select book topics and genres, and raising awareness of the initiative.

The District shall also establish a data sharing agreement with the initiative's administrator to allow for a streamlined student verification and enrollment process.

The Statewide ELA is not the sole determiner of promotion. Additional evaluations, portfolio reviews, and assessments are available to the child to assist parents and schools in identifying the reading level of the student. A parent of a student in grade 3 who is identified anytime during the year as being at risk of retention may request that the school begin collecting evidence for a portfolio.

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Former Policy 4120 - Library Media/Innovative Learning Commons

Former Policy 4140 - Instructional Materials

Legal
F.S. 119.071

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F.S. 212.183
F.S. 1001.215
F.S. 1002.22
F.S. 1003.485
F.S. 1006.28
F.S. 1006.28 through 1006.42
F.S. 1006.40
F.S. 1008.22
F.S. 1008.25(5) (a)
F.S. 1008.25 (5) (c)
F.S. 1014.05
F.A.C. 6A-6.03028
F.A.C. 6A-6.053
F.A.C. 6A-7.0713
F.A.C. 6A-7.0715
34 C.F.R. Part 300

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10/13/26 SECOND READING

po2521

INSTRUCTIONAL MATERIALS/LIBRARY MEDIA PROGRAM

2521 - **INSTRUCTIONAL MATERIALS/LIBRARY MEDIA PROGRAM**

The School Board shall provide instructional materials and equipment, within budgetary constraints, to implement the District's educational goals and objectives and to meet students' needs. The primary objective of such instructional materials and equipment shall be to enrich, support, and implement the educational program of the school. Instructional materials used in the District shall be consistent with the District goals and objectives and the course descriptions established by the State Board of Education and the State standards provided for in F.S. 1003.41.

State law requires the Board to provide adequate instructional materials free of charge to students who are enrolled in the District.

"Adequate instructional materials" means a sufficient number of student or site licenses or sets of materials that are available in bound, unbound, kit, or package form and may consist of hard-backed or soft-backed textbooks, electronic content, consumables, learning laboratories, manipulatives, electronic media, and computer courseware or software that serves as the basis for instruction in the core courses of mathematics, language arts, social studies, science, reading, and literature.

Furthermore, Federal law requires the Board to provide accessible instructional materials as specified in a student's IEP. Such accessible instructional materials may be of a type or in a format as specified in the definition of adequate instructional materials in this policy.

"Library media center" means any collection of books, ebooks, periodicals or videos maintained and accessible on the site of a school, including in classrooms.

The Board hereby establishes an instructional materials program that includes the review, recommendation, adoption, and purchase of instructional materials. The program shall be implemented in accordance with the terms of this policy and standard operating procedures adopted in accordance herewith. The program shall comply with all applicable provisions of F.S. Chapter 1006, Part I, F. Instructional Materials for K-12 Public Education.

The Superintendent shall develop and distribute written procedures governing requisition, purchase, receipt, storage, distribution, use, conservation, disposal, records management,

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inventory, replacement, and property accountability for instructional materials.

Instructional materials for core courses shall follow the State or District adoption cycle, generally five (5) years when applicable, and shall remain in use until physically unsuitable, replaced by newly adopted materials, or no longer required because the course is discontinued.

Certification by Superintendent

The Superintendent shall maintain an annual certifications and compliance calendar that consolidates all required certifications, supporting records, objection information, training verification, and responsible offices.

The Superintendent shall annually certify to the Florida Department of Education (FLDOE) (1) that all instructional materials for core courses used by the District are aligned with applicable State standards; and (2) that the District's process for review, selection and adoption of instructional materials complies with the hearing and public meeting requirements of the Board and F.S. 1006.283. A list of the core instructional materials that will be used or purchased for use by the District shall be included in the certification.

On or before July 1 each year, the Superintendent will certify to the Commissioner of Education (1) the estimated allocation of State funds for instructional materials for the ensuing fiscal year; and (2) that school librarians and media specialists who are involved in the selection of library media materials for students have completed the online Library Media Training course.

By August 1 each year, the Superintendent will certify to the Commissioner of Education that the Board has approved a comprehensive staff development plan that supports fidelity of implementation of instructional materials programs, including verification that training was provided, the materials are being implemented as designed, and that core reading materials and reading intervention materials used in kindergarten through grade 5 meet the requirements of F.S. 1001.215.

Selection, Duties, and Qualifications of Reviewers, Review of Instructional Materials, Recommendations of Reviewers, and Selection of Instructional Materials by Reviewer

The Board may employ or contract with one (1) or more instructional materials reviewers, one (1) or more of whom must be a parent with a child in a District public school. The qualifications of the instructional materials reviewer shall be set forth in the Board-approved job description for the position, or, alternatively, in the contract for services. A meeting of a committee for the purpose of ranking, eliminating, or selecting instructional materials for recommendation to the Board must be noticed and open to the public in accordance with F.S. 286.011. A committee convened for such purposes must include parents of District students.

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For a District adoption committee, the committee shall include at least five (5) members. Teacher members shall be currently certified and teaching in the subject area under review. The selection process shall provide for parent participation and may include advisors with expertise in exceptional student education, diverse student needs, gifted education, instructional technology, information technology, and other relevant areas. Membership should reflect geographic representation and the learning needs of students served. All voting reviewers shall execute required conflict-of-interest affidavits before conducting committee business.

Publisher and manufacturer contacts concerning an active adoption or competitive solicitation shall be routed through the designated District instructional materials or procurement contact. Equal presentation opportunities shall be provided when presentations are authorized. Applicable procurement cone-of-silence requirements shall be followed.

The duties of an instructional materials reviewer/committee are:

A. Procedures

To adhere to prescribed procedures for evaluating instructional materials submitted by publishers and manufacturers in each adoption.

B. Review, Recommendations, and Selection of Instructional Materials by Reviewer

1. Reviewers/Committees shall utilize the selection criteria set forth in State law, including F.S. 1006.34(2)(b) and recommend for adoption only those instructional materials aligned with State standards provided for in F.S. 1003.41.

2. Instructional materials recommended by each reviewer shall be, to the satisfaction of each reviewer/committee, accurate, objective, balanced, noninflammatory, current, free of pornography and material prohibited under F.S. 847.12, and suited to student needs and their ability to comprehend the material presented. Reviewers shall consider for recommendation materials developed for academically talented students, such as students enrolled in advanced placement courses. When recommending instructional materials, each reviewer shall:

    a. include only instructional materials that accurately portray the ethnic, socioeconomic, cultural, religious, physical, and racial diversity of our society, including men and women in professional, career, and executive roles and the role and contributions of the entrepreneur and labor in the total development of this State and the United States;

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b. include only materials that accurately portray, whenever appropriate, humankind's place in ecological systems, including the necessity for the protection of our environment and conservation of our natural resources and the effects on the human system of the use of tobacco, alcohol, controlled substances, and other dangerous substances;

c. include materials that encourage thrift, fire prevention, and humane treatment of people and animals;

d. require, when appropriate to the comprehension of students, that materials for social science, history, or civics classes contain that Declaration of Independence and the Constitution of the United States;
A reviewer may not recommend any instructional materials that contain any matter reflecting unfairly upon persons because of their race, color, creed, national origin, ancestry, gender, religion, disability, socioeconomic status, or occupation.

e. When such instructional materials are for foundational reading skills, include only materials that are based on the science of reading and include phonics instruction for decoding and encoding as the primary instructional strategy for word reading. Instructional strategies within such materials may not employ the three-cueing system model of reading or visual memory as a basis for teaching word reading. Instructional strategies within such materials may include visual information and strategies which improve background and experiential knowledge, add context, and increase oral language and vocabulary to support comprehension, but may not be used to teach word reading.

3. In the selection of instructional materials, library media, and other reading material used in the public school system, the standards used to determine the propriety of the material shall include:

a. the age of the students who normally could be expected to have access to the material;

b. the educational purpose to be served by the material;

In considering instructional materials for classroom use, priority shall be given to the selection of materials which encompass the State and Board performance standards provided for in F.S. 1001.03(1) and which include the instructional objectives contained within the curriculum frameworks approved by rule of the State Board of Education.

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c. the degree to which the material would be supplemented and explained by mature classroom instruction as part of a normal instructional program;

d. the consideration of the broad racial, ethnic, socioeconomic, and cultural diversity of the students of this State.

4. Any instructional material containing pornography or otherwise prohibited by F.S. 847.012 may not be used or made available within any public school.

5. After a thorough study of all data submitted on each instructional material, the reviewers/committees shall submit an electronic report to the Superintendent for presentation to the Board. The report shall be in substantially the same format as the form used by the FLDOE. All instructional materials recommended by a reviewers/committees shall be accompanied by a statement from the reviewer that the materials align with State standards pursuant to F.S. 1003.41 and the requirements of F.S. 1006.31. If such instructional materials are for foundational reading skills, the materials shall be based on the science of reading and include phonics instruction for decoding and encoding as the primary instructional strategy for word reading. Instructional strategies within such instructional materials may not employ the three-cueing system model of reading or visual memory as a basis for teaching word reading. The instructional strategies within such instructional materials may include visual information and strategies which improve background and experiential knowledge, add context, and increase oral language and vocabulary to support comprehension, but may not be used to teach word reading.

Certification of the Accuracy of Instructional Materials

In addition to relying on statements of publishers or manufacturers of instructional materials, the reviewer may, with the approval, and subject to the direction of the Superintendent, conduct or cause to be conducted an independent investigation to determine the accuracy of State-adopted instructional materials.

When errors in Board-adopted materials are confirmed, the publisher of the materials shall provide to each district school board that has purchased the materials the corrections in a format approved by the department.

The Board may remove materials from the list of Board-adopted materials if it finds that the content is in error and the publisher refuses to correct the error when notified by the Board.

The Board may remove materials from the list of Board-adopted materials at the request of the publisher if, in its opinion, there is no material impact on the State's education goals.

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Affidavit of Instructional Materials Reviewer/Committee Member

Before commencing their duties, a District instructional materials reviewer shall execute an affidavit which substantially includes the following requirements of F.S. 1006.30:

A. The reviewer will faithfully discharge the duties imposed upon them.

B. The reviewer has no interest in any publishing or manufacturing organization that produces or sells instructional materials.

C. The reviewer is in no way connected with the distribution of the instructional materials.

D. The reviewer does not have any direct or indirect pecuniary interest in the business or profits of any person engaged in manufacturing, publishing, or selling instructional materials designed for use in the public schools.

E. The reviewer will not accept any emolument or promise of future reward of any kind from any publisher or manufacturer of instructional materials or their agent or anyone interest in, or intending to bias their judgment in any way in, the selection of any materials to be adopted.

F. The reviewer understands that it is unlawful to discuss matters relating to instructional materials submitted for adoption with any agent of a publisher or manufacturer of instructional materials, either directly or indirectly, except during the period when the publisher or manufacturer is providing a presentation for the reviewer during their review of the instructional materials submitted for adoption.

Board Adoption of Instructional Materials

After receipt from the Superintendent of a reviewer/committee's electronic report and recommendation, the Board shall publish a notice indicating the date, time, and location of an open public hearing to address the recommended instructional materials. The public shall have an opportunity to provide public comment at the public hearing.

Following the public hearing, the Board shall publish notice indicating the date, time, and location of an open public meeting to approve an annual instructional materials plan to identify any instructional materials that will be purchased through the Board instructional materials review process pursuant to this policy. This public meeting will be held on a different date than the public hearing. The Board will select, approve, and adopt all materials as a separate line item on the regular (non-consent) agenda and will provide a reasonable opportunity for public comment.

Notice of the public hearing and public meeting identified herein shall specifically identify which instructional materials are being reviewed and the manner in which the instructional

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materials can be accessed for public review. The hearing must allow the parent of a District student or a resident of the county to proffer evidence that a recommended instructional material does not meet the criteria provided in F.S. 1006.31(2), taking into consideration course expectations based on the District's comprehensive plan for student progression under F.S. 1008.25(2) and course descriptions in the course code directory.

For purposes of this policy, "resident" means a resident of the county who has maintained their residence in Florida for the preceding year, has purchased a home that is occupied by them as their residence, or has established a domicile in Florida pursuant to F.S. 222.17.

At least twenty (20) calendar days before the Board hearing and public meeting, the Board shall make available online to the public through the District's website all student editions of the recommended instructional materials. In making these materials available, District staff shall implement reasonable safeguards against the unauthorized use, reproduction, and distribution of instructional materials considered for adoption.

Publication on Website of List of Instructional Materials and Process to Limit Student Access

The Board will publish on its website, in a searchable format, a list of all instructional materials, including those used to provide required instruction under Florida law.

The Board will also adopt and publish on its website the process for a parent to limit their student's access to materials in the school or classroom library.

Annually, the District shall provide access to the electronic portal for parent or guardian to complete and submit the opt-out form electronically. Standard operating procedures shall address receipt, implementation, documentation, communication to affected staff, and annual review or rollover of access limitations.

School Library Media Centers and Reading Lists

Effective July 1, 2022, each book newly made available to students through a school library media center or included in a recommended or assigned school or grade level reading list must be selected and approved by a District employee who holds a valid educational media specialist certificate, regardless of whether the book is purchased, donated, or otherwise made available to students.

Procedure

The media specialist will endeavor to stay informed about appropriate new publications that become available, using multiple sources, such as discussions with colleagues, attendance at conferences, and reading a variety of periodicals and book reviews. The media specialist will also receive and consider suggestions and requests brought forward by other faculty, students, and parents.

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Potential new books for the school library media center will be evaluated to determine if they would be suitable for student needs, and whether they would be appropriate for the intended grade level and age group. In considering new acquisitions, the media specialist will consult reputable, professionally recognized reviewing periodicals and school community stakeholders. The media specialist will also assess student interest in the subject(s) presented and the ability of students to comprehend the material presented. Books selected must be free of pornography and material prohibited under F.S. 847.012.

The goal of the selection process is for the school's library media center and reading list collections to be based on reader interest, the support of state academic standards and aligned curriculum, and the academic needs of students and faculty.

After evaluation, the media specialist will inform the principal of those books that have been evaluated and are approved for inclusion in the collections.

Periodically, books will be removed from the collections or discontinued, based on their poor physical condition, low rate of recent circulation, non-alignment to state standards, out-of-date content, or status following a parent's or community member's objection.

The procedures for developing library media center and reading list collections will be posted on the website for each school in the District.

Access

Upon written request, an individual will be provided access to material or books specified in the written request that are maintained in a District library if such material or books are available for review. The school principal shall arrange for a convenient time to provide such access.

Each elementary school will publish on its website, in a searchable format, a list of all materials maintained and accessible in the school library media center or a classroom library which can be checked out or used by a student or required as part of a school or grade-level reading list. The format must:

A. identify the type of material maintained in the library media center by category, such as books, ebooks, periodicals, and videos;

B. list, at a minimum, the following information:

1. the title and author for books and ebooks;

2. the name or title for periodicals and videos; and

3. the title for any other material maintained in the media center.

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C. Books and ebooks must be searchable by, at a minimum, author and title. All other materials must be searchable by, at a minimum, title.

Purchase of Instructional Materials, Including Advertising and Bidding

Beginning on or before May 15th of any year in which an instructional materials adoption is to be initiated, the District shall advertise in a local newspaper of general circulation four (4) weeks preceding the date on which the bids shall be received, that at a certain designated time, not later than June 15th, sealed bids or proposals to be deposited with the District will be received from publishers or manufacturers for the furnishing of instructional materials proposed to be adopted as listed in the advertisement beginning April 1st following the adoption.

Instructional materials not adopted by the State shall be evaluated by qualified school or District staff and approved by the Office of Academics or the Superintendent's designee before purchase or use as a core curricular resource.

Board-approved core instructional materials shall serve as the primary instructional resource. Supplemental materials may be used to enrich or enhance instruction consistent with Board policy and applicable law.

The advertisement shall state that each bidder shall furnish electronic sample copies of all instructional materials submitted, at a time designated by the District, which copies shall be identical with the copies approved and accepted by State instructional materials reviewers, and with the copies furnished to the District and Superintendent.

The advertisement shall state that a contract covering the adoption of the instructional materials shall be for a definite term.

The advertisement shall fix the time within which the required contract must be executed and shall state that the District reserves the right to reject any or all bids.

The advertisement shall give information regarding digital specifications that have been adopted by the Board, including minimum format requirements that will enable electronic and digital content to be accessed through the District's local instructional improvement system and a variety of mobile, electronic, and digital devices. Beginning with specifications released in 2014, the digital specifications shall include requiring the capability for searching by State standards and site and student-level licensing. Such digital format specifications shall be appropriate for the interoperability of the content. The Board will not adopt specifications that require the instructional materials to include specific references to State mandated testing and State academic standards and benchmarks at the point of student use.

The bids submitted shall be for furnishing the designated materials in accordance with specifications of the District. The bid shall state the lowest wholesale price at which the

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materials will be furnished, at the time the adoption period provided in the contract begins. The Board will purchase all materials as a separate line item on the regular (non-consent) agenda and will provide a reasonable opportunity for public comment.

Each publisher or manufacturer of instructional materials who submits a bid under this part is required to deposit with the District such sum of money or certified check as may be determined by the District, the amount to be not less than $500 and not more than $2,500, according to the number of instructional materials covered by the bid, which deposit shall be forfeited to the Board and placed in the (General Revenue Fund) General Fund if the bidder making the deposit fails or refuses to execute the contract and bond within thirty (30) days after receipt of the contract in case their bid or proposal is accepted. The District shall, upon determining that the deposit is correct and proper, deposit the funds in an interest bearing trust account and issue an official receipt.

Sample copies of all instructional materials that have been made the basis of contracts under this policy shall upon request for the purpose of public inspection, be made available by the publisher to the Department of Education and the Superintendent from the State list upon request for the purpose of public inspection.

Any materials purchased shall be free of pornography and material prohibited under F.S. 847.12, suited to student needs and their ability to comprehend the material presented, and appropriate for the grade level and age group for which the materials are used or made available.

The District shall maintain on its website a current list of instructional materials, by grade level, purchased by the District.

Review Cycle for Instructional Materials by Subject Area

By April 15th of each school year, the instructional material reviewer/committee shall review all instructional materials and evaluate the content for alignment with applicable State Standards. The reviewer/committee shall review the materials for the level of instructional support and the accuracy and appropriateness of progression of introduced content. Instructional materials shall be made electronically available to the reviewer/committee. The reviewer/committee shall rate the material on the instructional usability of the resources.

Compliance with F.S. 1006.32, Relating to Prohibited Acts

In accordance with State law, this policy strictly prohibits any individual or the Board from engaging in any of the prohibited acts set forth in F.S. 1006.32.

Parental Notification of Access to Student's Instructional Materials and Access to Materials and Books in District Libraries

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The District shall notify parents through the District's website and in writing annually of their ability to access their children's instructional materials through the District's local instructional improvement system. The notification shall encourage parents to access the local instructional improvement system.

Principals are responsible for requisitioning, purchasing, documenting receipt, and adding instructional materials to the school inventory. The District shall provide annual written directions and District tools for ordering and inventory management.

Each principal shall designate a Textbook Coordinator responsible, as assigned, for requisition, purchase, receipt, storage, inventory records, reports, annual inventory, and required training.

Students shall be provided the major tool of instruction in the available format that best serves the student's needs, including print or digital formats. District procedures shall reconcile enrollment, available copies or licenses, parent waivers, and identified access exceptions.

The District shall maintain a written instructional materials replacement plan with an implementation flowchart, responsibilities, and timeline.

Maximization of Student Use of District-approved Instructional Materials

Instructional materials distributed to students are loaned for use in the applicable course and shall be returned at the direction of the principal or teacher. Standard operating procedures shall address care, loss, unnecessary damage, written accounting of unreturned materials, collection and deposit of replacement amounts, annual inventory reporting, and protections for employees who follow required accounting procedures.

In order to maximize student use of authorized instructional materials, the Board shall:

A. purchase current instructional materials to provide each student with a major tool of instruction in core courses of the subject areas of mathematics, language arts, science, social studies, reading, and literature for kindergarten through grade 12;

B. by the 2015-2016 fiscal year, use at least fifty percent (50%) of the annual allocation for the purchase of digital or electronic instructional materials included on the State-adopted list, except as otherwise authorized by law or rules of the State Board of Education;

C. use up to 100% of that portion of the annual allocation designated for the purchase of instructional materials for kindergarten, and up to seventy-five percent (75%) of that portion of the annual allocation designated for the purchase of instructional materials for first grade, to purchase materials not on the State-adopted list, which shall be used for the purchase of instructional materials or other items having

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intellectual content which assist in the instruction of a subject or course.

These items may be available in bound, unbound, kit, or package form and may consist of hardbacked or softbacked textbooks, electronic content, replacements for items which were part of previously purchased instructional materials, consumables, learning laboratories, manipulatives, electronic media, computer courseware or software, and other commonly accepted instructional tools.

The Superintendent shall implement procedures that will assure the maximum use by the students of the authorized instructional materials.

Required Curriculum

Nothing in this policy shall limit or remove the responsibility of the Board to include in its curriculum the required instruction specified in State law including, but not limited to, the following:

A. The history of the United States; the history of the Holocaust.

B. The history of African Americans.

C. The study of Hispanic contributions to the United States.

D. The study of women's contributions to the United States.

E. The nature and importance of free enterprise to the United States economy.

F. The elementary principles of agriculture; and kindness to animals.

Publisher and Manufacturer Duties, Responsibilities, and Requirements

In accordance with State law, all publishers and manufacturers of instructional materials, and their representatives, must comply with the requirements of F.S. 1006.38. These requirements include, but are not limited to, the following:

A. Electronically deliver fully developed sample copies of all instructional materials upon which bids are based to the department pursuant to procedures adopted by the State Board of Education.

B. Submit, at a time designated in F.S. 1006.33, the following information:

1. Detailed specifications of the physical characteristics of the instructional materials, including any software or technological tools required for use by the District, school, teachers, or students. The publisher or manufacturer

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shall comply with these specifications if the instructional materials are adopted and purchased in completed form.

2. Evidence that the publisher or manufacturer has provided materials that address the performance standards provided for in F.S. 1001.03(1) and that can be accessed through the District's digital classrooms plan and a variety of electronic, digital, and mobile devices.

3. Evidence that the instructional materials include specific reference to Statewide standards in the teacher's manual and incorporate such standards into chapter tests or the assessments.

C. Make available for purchase by the Board any diagnostic, criterion-referenced, or other tests that they may develop.

D. Furnish the instructional materials offered by them at a price in the State which, including all costs of electronic transmission, may not exceed the lowest price at which they offer such instructional materials for adoption or sale to any state or school district in the United States.

E. Reduce automatically the price of the instructional materials to the Board to the extent that reductions are made elsewhere in the United States.

F. Provide any instructional materials free of charge in the State to the same extent as they are provided free of charge to any state or school district in the United States.

G. Guarantee that all copies of any instructional materials sold in this State will be at least equal in quality to the copies of such instructional materials that are sold elsewhere in the United States and will be kept revised, free from all errors, and up-to-date as may be required by the department.

H. Agree that any supplementary material developed at the District or State level does not violate the author’s or publisher’s copyright, provided such material is developed in accordance with the doctrine of fair use.

I. Not in any way, directly or indirectly, become associated or connected with any combination in restraint of trade in instructional materials, nor enter into any understanding, agreement, or combination to control prices or restrict competition in the sale of instructional materials for use in the State.

J. Maintain or contract with a depository in the State.

K. For the core subject areas specified in F.S. 1006.40(2), maintain in the depository for the first three (3) years of the contract an inventory of instructional materials sufficient to receive and fill orders.

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L. For the core subject areas specified in F.S. 1006.40(2), ensure the availability of an inventory sufficient to receive and fill orders for instructional materials for growth, including the opening of a new school, and replacement during the 3rd and subsequent years of the original contract period.

M. Accurately and fully disclose only the names of those persons who actually authored the instructional materials.

N. Grant, without prior written request, for any copyright held by the publisher or its agencies automatic permission to the Board for the reproduction of instructional materials and supplementary materials in Braille, large print, or other appropriate format for use by visually impaired students or other students with disabilities that would benefit from use of the materials.

Assessment and Collection of Fees

The Board shall not assess and collect fees from publishers participating in the instructional materials approval process.

The fees shall be used to cover the actual cost of substitute teachers for each workday that a member of the District's instructional staff is absent from the employee's assigned duties for the purpose of rendering service as an instructional materials reviewer. In addition, each reviewer may be paid a stipend and is entitled to reimbursement for travel expenses and per diem in accordance with F.S. 112.061 for actual service in meetings.

Instructional materials that have been reviewed by the District instructional materials reviewers and approved must have been determined to align with all applicable State standards pursuant to F.S. 1003.41 and the requirements in F.S. 1006.31. The Superintendent shall annually certify to the FLDOE that all instructional materials for core courses used by the District are aligned with all applicable State standards.

A list of all approved instructional materials shall be maintained by the Superintendent and made available for the use of the instructional staff.

Fees Charged to Parents

A student or their parent(s) may purchase a copy of the designated course instructional materials, regardless of format, for the District's purchase price, including shipping.

Cost of materials may be charged for materials used in those activities beyond the basic curriculum in which a student elects to participate, particularly in activities where the product becomes the property of the student.

Free School-Related Instructional Materials

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Free instructional materials may be accepted for classroom and school purposes under conditions that meet all the following criteria:

A. Educational films should contain a minimum amount of commercial advertising.

B. The advertising feature of the materials should be minimized.

C. The materials should fill a legitimate purpose of the school curriculum.

D. The initiative for securing the materials should be of the type that teachers seek rather than materials forwarded to them to promote the interests of an outside agency.

Equipment or Instructional Materials Vendors

The principal may permit vendors to demonstrate and show only that equipment and instructional materials which can be used to improve the instructional program and which are under consideration for purchase by the school.

Public Inspection of Sample Copies of Instructional Materials

1. Disposal and Accountability: The District shall issue annual directions for unserviceable, surplus, or no-longer-approved instructional materials. Authorized disposition may include transfer, donation, lending, sale, recycling, or other lawful methods. Proceeds shall be deposited and used as required by law and District fiscal procedures. Principals are responsible for compliance with the approved surplus and disposal process, and District procedures shall preserve required inventory, records, and property-accountability controls.

2. Maintenance of Effort and Fiscal Controls: District procedures shall govern coding, allocation, requisition, and monitoring of maintenance-of-effort, science laboratory, and other instructional materials funds, using current funding terminology and applicable fiscal controls.

In addition to the requirements for public inspection of sample copies of instructional materials required by this policy, the Board shall make available for public inspection sample copies of all instructional materials that have been purchased by the Board. Members of the public seeking to inspect these materials shall contact the Coordinator of Instructional Materials and Technology.

The process to challenge and/or object to the adoption of instructional materials is set forth in Policy 2520.

New Worlds Reading Initiative

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The New Worlds Reading Initiative, created by the Florida Department of Education, provides high-quality, free books directly to prekindergarten through grade 5 students who are not yet reading on grade level, who score below a level 3 on the most recent Statewide, standardized English Language Arts Assessment (ELA), who have a substantial reading deficiency identified under F.S. 1008.25, or who have a substantial deficiency in early literacy skills based upon the results of the coordinated screening and progress monitoring under F.S. 1008.25.

The School District must notify parents of eligible students upon enrollment and at the beginning of each school year options for specific book topics or genres in order to maximize student interest in reading. The District must coordinate monthly book deliveries with the program administrator beginning no later than October and continuing through at least June. The District must participate in the initiative by partnering with local nonprofit organizations and raising awareness by using marketing materials provided by the program administrator. A student's eligibility for the initiative continues until promotion to grade 6 or until the parent opts out of the initiative.

The District shall coordinate with each charter school it sponsors for the purposes of identifying eligible students, notifying parents, coordinating book deliveries, providing the opportunity to annually select book topics and genres, and raising awareness of the initiative.

The District shall also establish a data sharing agreement with the initiative's administrator to allow for a streamlined student verification and enrollment process.

The Statewide ELA is not the sole determiner of promotion. Additional evaluations, portfolio reviews, and assessments are available to the child to assist parents and schools in identifying the reading level of the student. A parent of a student in grade 3 who is identified anytime during the year as being at risk of retention may request that the school begin collecting evidence for a portfolio.

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Former Policy 4120 - Library Media/Innovative Learning Commons

Former Policy 4140 - Instructional Materials

Legal
F.S. 119.071
F.S. 1001.215
F.S. 1002.22
F.S. 1003.41
F.S. 1003.485
F.S. 1006.28
F.S. 1006.28 through 1006.42

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F.S. 1008.22
F.S. 1008.25(5) (a)
F.S. 1008.25(5) (c)
F.S. 1014.05
F.A.C. 6A-6.03028
F.A.C. 6A-7.0713
F.A.C. 6A-7.0715
34 C.F.R. Part 300

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10/13/26 SECOND READING

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CHALLENGES TO ADOPTION OR USE OF INSTRUCTIONAL, LIBRARY, OR READING LIST MATERIALS

2522 - **CHALLENGES TO ADOPTION OR USE OF INSTRUCTIONAL, LIBRARY, OR READING LIST MATERIALS**

The following individuals may contest the adoption of a specific instructional material, or object to the use of specific material used in a classroom, made available in a school or classroom library, or included on a reading list:

A. parent of a student in the District; or

B. resident of the county.

For purposes of this policy, "parent" means a parent of a student enrolled in the District's schools. "Resident" means a person residing in the county who has maintained their residence in Florida for the preceding year, has purchased a home that is occupied by them as their residence, or has established a domicile in Florida pursuant to F.S. 222.17.

Contest of School Board's Adoption

Filing a Petition

A parent or resident must file a petition with the Board within thirty (30) calendar days after the Board's adoption of specific instructional material, on a form provided by the Board. The petition form shall be publicly available by visiting any school in person or by accessing the link on the Board's website. The petition must be signed by the parent or resident, include the required contact information, include proof of residency when submitted by a resident, and state the objection to the instructional material based on the criteria set forth in F.S. 1006.31(2) or 1006.40(3)(d).

Timeframe for Hearing

Within thirty (30) calendar days after the thirty (30) calendar day period following Board adoption of the instructional material in question has expired, the Board will conduct at least one (1) open public hearing before an unbiased and qualified hearing officer for all timely petitions received.

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Hearing Officers

Hearing officers shall be selected annually by the Board from a list of candidates provided by the Superintendent.

Procedures for Hearings

Petitioners will have an adequate and fair opportunity to be heard and present evidence to the hearing officer. Hearings shall be conducted as follows:

A. The petitioner may make an opening statement.

B. The District's representative may make an opening statement.

C. The petitioner may present evidence (including documents and testimony from witnesses) that instructional material does not meet the criteria of F.S. 1006.31(2) or 1006.40(3)(d) if it was selected for use in a course or otherwise made available to students in the School District but was not subject to the public notice, review, comment, and hearing procedures under F.S. 1006.283(2)(b)8., 9., and 11.

D. The District representative may present evidence (including documents and testimony from witnesses) that the instructional material does meet the criteria of F.S. 1006.31(2) or 1006.40(3)(d) if it was selected for use in a course or otherwise made available to students in the School District but was not subject to the public notice, review, comment, and hearing procedures under F.S. 1006.283(2)(b)8., 9., and 11.

E. The petitioner may make a closing statement.

F. The District representative may make a closing statement.

Within fourteen (14) days of the date of the hearing, the hearing officer shall submit a recommended order to the Board. The Board shall consider the recommended order and enter a final order at a publicly noticed Board meeting. If the petitioner proves that the instructional material does not meet the criteria required under F.S. 1006.28, or contains prohibited material under that statute, the material shall be removed in accordance with Florida law. The Board's decision is final and not subject to further petition or review.

Hearings under this policy are not subject to the provisions of F.S. Chapter 120.

Objections to Material Used in Classrooms, Made Available in a School or Classroom Library, or Included On a Reading List

Parents or residents of the county may object to the use of a specific instructional material in the classroom, made available in a school or classroom library, or included on a reading

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list, based on the criteria set forth in F.S. 1006.28(2)(a)2. or F.S. 1014.05(1)(c). A resident of the county who is not the parent or guardian of a student with access to School District materials may not object to more than one (1) material per month in accordance with State Board rules.

The District's process and the State Board of Education standard Objection to Library/Instructional Materials Form, which are easy to read and understand, are accessible on the School Board of Broward County website.

A. Parents or residents of Broward County must submit any such objection to the District by utilizing the standard Objection to Library/Instructional Materials Form adopted by the State Board of Education.

   Any material that is subject to an objection on the basis that it is pornographic or prohibited under F.S. 847.012 or depicts or describes sexual conduct as defined in F.S. 847.001(19)(unless such material is for a course required by F.S. 1003.46, F.S. 1003.42(2)(n)1.g., F.S. 1003.42(2)(n)3., or identified by State Board of Education rule) must be removed within five (5) school days of receipt after the objection and remain unavailable to students of that school until the objection is resolved.

   Parents shall have the right to read passages from any material that is subject to an objection. If the Board denies a parent the right to read passages due to content that is subject to an objection on the basis that it is pornographic or prohibited under F.S. 847.012 or depicts or describes sexual conduct as defined in F.S. 847.001(19) (unless such material is for a course required by F.S. 1003.46, F.S. 1003.42(2)(n)1.g., F.S. 1003.42(2)(n)3., or identified by State Board of Education rule), the District shall discontinue the use of the material in the District.

B. Upon receipt of a completed objection form, the Director overseeing Library Media Services shall convene the Superintendent Review Committee (SRC).

   The Director or designee shall notify the principal of the school where the objection originates, District Library Media Services staff, School Board members, and the Superintendent.

   The SRC must consist of a minimum of five (5) members and may include additional members appointed by the Superintendent or designee based on need. The SRC must include parents of students who will have access to the challenged material. Membership should reflect the broad racial, ethnic, socioeconomic, and cultural diversity of Broward County Public Schools and include individual(s) with relevant subject-matter expertise.

   1. one (1) or more parents of students who will have access to the materials;

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2. one (1) or more instructional staff members, including relevant curriculum or context expertise;

3. one (1) or more lay persons knowledgeable in the area.

Meetings of review committees must be noticed and open to the public in accordance with F.S. 286.011.

C. The SRC shall utilize and approved review rubric aligned to School Board policies and State statutes and approved by the Superintendent. In evaluating the questioned material, the SRC shall also be guided by the following criteria:

1. the appropriateness of the material for the age and maturity level of the students with whom it is being used

2. the accuracy of the material

3. the objectivity of the material

4. the use being made of the material

D. The material in question shall remain available unless temporary removal is required by Florida law. Material that must be removed within five (5) school days pursuant to Florida law shall remain unavailable to students of that school until the objection is resolved.

E. A decision shall be rendered within ninety (90) days after receipt of the objection. The SRC shall submit its written recommendation to the School Board, the Superintendent, and the parent or resident who submitted the objection.

F. If a parent or resident of Broward County disagrees with the determination made by the SRC, the parent or resident may request within 30 days inclusion of the matter on the School Board agenda.

G. The Board will review the case, including all evidence proffered by the complainant, during a publicly noticed Board meeting. The Board shall announce during the meeting whether the challenged material meets the requirements of this Policy. Any additional evidence for the School Board's consideration shall be submitted in accordance with the procedures and deadlines applicable to the publicly noticed School Board meeting at which the challenge will be considered.

No challenged material may be removed from the curriculum or from a collection of resource materials except by action of the Board or as otherwise required in this policy and Florida law, and no challenged material may be removed solely because it presents ideas

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that may be unpopular or offensive to some. Any Board action to remove material will be accompanied by the Board's statement of its reasons for the removal.

If the Board finds that any material meets the requirements under F.S. 1006.28(2)(a)2.a or that any other material contains prohibited content under F.S. 1006.28(2)(a)2.b.(I), the District shall discontinue use of the material.

If the Board finds that any other material contains prohibited content under F.S. 1006.28(2)(a)2.b.(II)-(IV), the District shall discontinue use of the material for any grade level or age group for which such use is inappropriate or unsuitable.

If a parent disagrees with the determination made by the Board on the objection to the use of a specific material, a parent may request the Commissioner of Education to appoint a special magistrate who is a member of The Florida Bar in good standing and who has at least five (5) years' experience in administrative law. The special magistrate shall determine facts relating to the District's determination, consider information provided by the parent and the District, and render a recommended decision for resolution to the State Board of Education within 30 days after receipt of the request by the parent.

The State Board of Education must approve or reject the recommended decision at its next regularly scheduled meeting that is more than seven (7) calendar days and no more than thirty (30) days after the date the recommended decision is transmitted. The costs of the special magistrate shall be borne by the District.

Annual Report to the Florida Department of Education

Annually, beginning June 30, 2023, the Board shall submit to the Commissioner of Education a report that identifies the following:

A. Each material for which the District received an objection, including the grade level and course the material was used in, for the school year and the specific objections thereto;

B. Each material that was removed or discontinued; and

C. Each material that was not removed or discontinued and the rationale for not removing or discontinuing the material.

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Former Policy 4140 - Instructional Materials

Former Policy 4120 - Library Media/Innovative Learning Commons

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Legal

F.S. 119.071
F.S. 212.183
F.S. 1001.215
F.S. 1002.22
F.S. 1003.485
F.S. 1006.28
F.S. 1006.28 through 1006.42
F.S. 1008.22
F.S. 1008.25(5) (a)
F.S. 1008.25 (5) (c)
F.S. 1014.05
F.A.C. 6A-1.094126
F.A.C. 6A-6.03028
F.A.C. 6A-7.0714
34 C.F.R. Part 300

DRAFT

10/13/26 SECOND READING

po3031.02

TEMPORARY DUTY AUTHORIZATION (TDA)

3031.02 - **TEMPORARY DUTY AUTHORIZATION (TDA)**

The School Board recognizes that employees and Board members may, from time to time, be required or authorized to perform official duties at a location other than their regular work assignment. Temporary Duty Authorization (TDA) may be granted when such assignments support the operational needs or official business of the District.

Temporary Duty Assignments

Temporary duty is defined as the performance of assigned or official duties at a location other than the individual's regular work assignment or duty location.

Except as otherwise provided in this policy, temporary duty shall be approved as follows:

1. School Board Members. Temporary duty requests for individual School Board members shall be approved by the Superintendent.

2. Superintendent, General Counsel, and Chief Auditor. Temporary duty requests for the Superintendent, General Counsel, and Chief Auditor shall be approved by the School Board Chair.

3. Deputy Superintendent and Chiefs. Temporary duty requests for the Deputy Superintendent and all Chiefs shall be approved by the Superintendent.

4. All Other Employees. Temporary duty requests for all other employees shall be approved by the employee's immediate supervisor, subject to any additional funding or administrative approvals required by this policy.

Temporary duty requests shall be submitted for approval at least three (3) days prior to the proposed travel or assignment. Exceptions may be granted in emergency or other exigent circumstances by the individual authorized to approve the temporary duty request.

Temporary duty assignments shall not exceed ten (10) consecutive days without School Board approval.

Requests involving travel outside the United States shall require the approval otherwise required under this policy and the additional approval of the Superintendent or designee.

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Records of all temporary duty assignments shall be maintained in accordance with District procedures and applicable record-retention requirements and shall be available for audit purposes.

Schools and Centers

Temporary duty for school- and center-based employees shall be approved in accordance with the approval hierarchy established above and documented at the school or center, subject to the following additional requirements:

1. When District funds are requested, approval shall also be obtained from the administrator or designee responsible for the affected budget, and the appropriate TDA and travel forms shall be submitted in accordance with District procedures.

2. When a substitute employee is to be paid from funds other than the normal funding source, approval shall also be obtained from the administrator or designee responsible for the affected budget.

3. Travel outside the United States shall be subject to the additional approval requirements set forth above.

District Departments

Temporary duty for District-level employees shall be approved in accordance with the approval hierarchy established above.

When District travel funds are involved, the required forms shall be submitted in accordance with District procedures.

Attendance at conferences, conventions, workshops, meetings, training programs, or similar professional activities may constitute temporary duty when the attendance serves a District purpose and is approved in accordance with this policy.

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Former Policy 4007 - Temporary Duty Authorization (TDA)

Legal
F.S. 1001.41

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10/13/26 SECOND READING

po3130.01

TEMPORARY TASK ASSIGNMENT

3130.01 - **TEMPORARY TASK ASSIGNMENT**

The School Board recognizes that operational needs, special projects, initiatives, or other circumstances may require an employee, for a limited period of time, to assume additional or different duties and responsibilities that materially change the employee's regular job responsibilities. Temporary Task Assignments may be authorized when determined to be in the best interests of the District.

A Temporary Task Assignment is the temporary, Board-approved assignment of additional or different responsibilities associated with a special project, initiative, or other identified District need that materially changes an employee's regular job responsibilities. An employee serving in a Temporary Task Assignment may perform the assigned responsibilities in addition to the employee's regular duties or may be relieved of some or all regular duties for the duration of the assignment.

A Temporary Task Assignment is distinct from an Acting Assignment. A Temporary Task Assignment does not constitute appointment to a vacant position and does not require the employee to meet the minimum qualifications of an existing Board-approved position or job description. An Acting Assignment is the temporary assignment of an employee to a vacant position for which a Board-approved job description exists, and the employee must meet the minimum qualifications established for that position.

The following requirements apply to Temporary Task Assignments:

1. Approval**.** The Superintendent may recommend a Temporary Task Assignment for approval by the School Board. When circumstances require immediate action, the Superintendent may authorize a Temporary Task Assignment pending consideration by the Board at its next regular or special meeting.

2. Eligibility. Temporary Task Assignments may be granted only to current District employees. Newly hired employees must satisfy any applicable probationary requirements before becoming eligible for a Temporary Task Assignment.

3. Duration**.** A Temporary Task Assignment shall be for a minimum of thirty (30) calendar days and shall not exceed one hundred eighty (180) consecutive calendar days unless an extension is recommended by the Superintendent and approved by the School Board.

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4. Description and Business Rationale. A Board-approved job description is not required for a Temporary Task Assignment. The request shall include a general description of the duties and responsibilities associated with the assignment, the business or operational rationale for the assignment, the anticipated duration, and any recommended temporary compensation.

5. Qualifications. An employee serving in a Temporary Task Assignment is not required to meet the minimum qualifications of an existing Board-approved position or job description. The employee must, however, possess any license, certification, credential, or other qualification required by law to perform duties included within the Temporary Task Assignment.

6. Compensation. HR/Compensation shall review the duties and responsibilities associated with the Temporary Task Assignment and make a recommendation regarding any temporary compensation. In determining appropriate compensation, consideration may be given to the nature and scope of the assigned responsibilities, comparable District positions, internal equity, market considerations, and other relevant compensation factors. Any salary increase provided for a Temporary Task Assignment shall not exceed five percent (5%) of the employee's base salary for employees assigned to positions at or below Pay Band D and shall not exceed ten percent (10%) of the employee's base salary for employees assigned to positions above Pay Band D. Any such supplement shall be temporary and shall cease upon the conclusion of the Temporary Task Assignment.

7. No Appointment or Entitlement. A Temporary Task Assignment does not constitute an appointment, promotion, or entitlement to an existing or subsequently created position. If an employee is subsequently considered for appointment to an existing or newly created position, the employee must meet the minimum qualifications and other requirements applicable to that position.

8. Supervision. An employee serving in a Temporary Task Assignment shall remain under the authority and direction of the Superintendent or the Superintendent's designee.

9. Return to Regular Assignment. At the conclusion of the Temporary Task Assignment, an employee who was relieved of the employee's regular duties shall return to the employee's regular position or an equivalent position, consistent with applicable District policies and procedures.

10. Collective Bargaining Agreements. This policy shall be administered consistent with applicable collective bargaining agreements. In the event of a conflict between this policy and an applicable collective bargaining agreement, the collective bargaining agreement shall control to the extent of the conflict.

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Former Policy 4007.1 - Task Assignment

Legal
F.S. 1001.41

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10/13/26 SECOND READING

po3214

SOLICITATION OR ACCEPTANCE OF GIFTS OR UNAUTHORIZED COMPENSATION

3214 - **SOLICITATION OR ACCEPTANCE OF GIFTS OR UNAUTHORIZED COMPENSATION**

Pursuant to State law no employee ~~member~~ shall solicit or accept anything of value to the recipient, including, but not limited to, a gift, loan, reward, promise of future employment, favor, or service, that is based upon any understanding that the vote, official action, or judgment of the employee ~~member~~ would be influenced thereby.

For purposes of this policy, the meaning of "gift" shall be consistent with the definition of the term in F.S. 112.312(12)(a), and shall include, but not be limited to, the following:

A. real property

B. the use of real property

C. tangible or intangible personal property

D. a preferential rate or terms on a debt, loan, goods or services

E. forgiveness of an indebtedness

F. transportation, other than that provided to other employees in relation to officially approved government business, lodging, or parking

G. food or beverage

H. membership dues

I. entrance fees, admission fees, or tickets to events, performances, or facilities

J. plants, flowers, or floral arrangements

K. services provided by persons pursuant to a professional license or certificate

L. other personal services for which a fee is normally charged

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M. any other similar service or thing having an attribute value

It is the policy of the School Board that employees ~~members~~ may accept gifts of nominal value from students or parents in celebration of a holiday, the employee's birthday, or at the end of a school year.

The Superintendent may approve acts of generosity to individual employee in unusual situations.

Pursuant to State law, no employee ~~member~~ of the District, or their spouse or minor child shall, at any time, accept compensation, payment, or anything of value when the employee ~~member~~ knows, or, with the exercise of reasonable care, should know, that it was given to influence the vote or other action in which the employee ~~member~~ was expected to participate in their official capacity. Furthermore, employee shall not accept any compensation, payment, or anything of value from a vendor after a decision has been made to purchase equipment, supplies, or services from said vendor.

In addition, employees who recommend purchases shall not enter into a contractual relationship with a vendor seeking to do business with the District, or a vendor with whom the District is doing business, whereby an employee receives compensation, payment, or anything of value for services rendered.

Such compensation includes, but is not limited to, cash, checks, stocks, or any other form of securities, and gifts as defined in State law, albeit unsolicited, from a vendor, the employee shall notify the Fiscal Officer, in writing, that they received such compensation and shall thereafter promptly transmit said compensation to the Fiscal Officer.

Any employee who has knowledge of, or suspects that, this policy has been violated is expected to report this violation or suspected violation in accordance with Board Policy 3211.

See also Policy 3129, Conflict of Interest.

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Former Policy 5202 - Gifts: Solicitation and Receipt

Legal
F.S. 112.312
F.S. 112.313
F.S. 1006.32
2 C.F.R. 200.318
2 C.F.R. 200.318

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10/13/26 SECOND READING

po3310

FREEDOM OF SPEECH IN NONINSTRUCTIONAL SETTINGS

3310 - **FREEDOM OF SPEECH IN NONINSTRUCTIONAL SETTINGS**

~~Instructional s~~ S taff members, as citizens in a democratic society, have the right to speak out on issues of public concern. When those issues are related to the District, however, the ~~instructional~~ staff member's expression should be balanced against the interests of this District. Further, Federal and State law prohibit the School Board from adopting any policy or rule, or from entering into any agreement, that infringes upon or waives the rights or freedoms afforded to ~~instructional~~ staff members by the United States Constitution.

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Legal
First Amendment, U. S. Constitution
Fla. Constitution, Article I, Section 4
F.S. 1003.4505

DRAFT

10/13/26 SECOND READING

po5515

STUDENT AUTOMOBILE USE AND USE OF MICROMOBILITY DEVICES

5515 - **STUDENT AUTOMOBILE USE AND USE OF MICROMOBILITY DEVICES**

Student Automobile Use

The School Board of Broward County, Florida (School Board) students classified as 11th or 12th graders may be permitted to have a car, motorcycle, or other privately-owned motor vehicle at school. The principal may extend this privilege to any individual in a hardship case or upon request for a waiver.

The School Board regards the use of motor vehicles for travel to and from school by students as an assumption of responsibility on the part of those students, including responsibility for the care of property, compliance with safety rules, and the exercise of courtesy and consideration toward others.

The School Board employees and agents, and any law enforcement personnel employed by the School Board shall not be responsible for any theft, loss, or damage to any vehicle on Board property or at any school sponsored event, so long as the School Board employee, agent, and/or law enforcement officer do not act in bad faith or with malicious purpose or in a manner exhibiting wanton and willful disregard of human rights, safety and property.

Each student shall be required to apply for a parking decal from their school of enrollment before being permitted to drive on campus. Parking decals are non-transferable and cannot be sold to, or shared with, any other student, person, or entity.

Students must possess and maintain a valid driver's license as required by law in order to obtain and retain parking privileges.

Students shall provide proof of current motor vehicle liability insurance as part of the parking decal application process and shall maintain such insurance during the period parking privileges are authorized.

Each student is responsible for all contents contained within the vehicle they drive on Board property.

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A student's vehicle is subject to search at any time while on Board property under applicable legal standards. The search may include the use of K-9 detection dogs. If a student refuses to cooperate with the search of a vehicle, the School Board, School Board employees, and agents may have the vehicle towed or removed from Board property at the owner's expense according to Board Policy.

Students permitted to have vehicles on Board property shall observe the following rules while the vehicle is on Board property. If a student fails to comply with this policy or any Board policy, school regulation or rule, or any condition contained in the application for the parking decal, the student's parking decal and parking privilege may be immediately revoked by the school principal or designee.

A. Students shall drive with care and observe all traffic regulations and laws.

B. Students shall park vehicles only in designated areas.

C. Students shall not occupy parked vehicles during classes, between classes, before or after school, or during lunch hours.

D. No student shall loiter in or around parking areas.

E. Vehicles shall not be moved during school hours unless the student is leaving for the day.

F. Students shall comply with any other requirements set forth by the principal of the school.

G. Students are prohibited from bringing a firearm, weapon, and/or destructive device on Board property. This includes, but is not limited to, possessing or carrying a firearm, weapon, and/or destructive device on their person, in a vehicle, container, or other conveyance which may be located within the student's vehicle.

Student Use of Micromobility Devices

For the purpose of this policy, the definitions in this policy incorporate those in §316.003, Fla. Stat. To the extent the definitions in that statute are amended, this policy is deemed amended on the same basis.

A "micromobility device" is defined as "a motorized transportation device designed for individual use which is typically 20 to 36 inches in width and 50 pounds or less in weight and which operates at a speed of typically less than 15 miles per hour but no more than 28 miles per hour. This term includes both a human-powered and a nonhuman-powered device such as a bicycle, electric bicycle, motorized scooter, or any other device that is owned by an individual or part of a shared fleet."

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A “bicycle” is defined as “Every vehicle propelled solely by human power, having two tandem wheels, and including any device generally recognized as a bicycle though equipped with two front or two rear wheels. The term does not include a scooter or similar device.”

An “electric bicycle” or “e-bike” is defined as a bicycle or tricycle equipped with fully operable pedals, a seat or saddle for the use of the rider, and an electric motor of less than 750 watts which meets the requirements of one of the following three classifications:

A. “Class 1 electric bicycle” means an electric bicycle equipped with a motor that provides assistance only when the rider is pedaling and that ceases to provide assistance when the electric bicycle reaches the speed of 20 miles per hour.

B. “Class 2 electric bicycle” means an electric bicycle equipped with a motor that may be used exclusively to propel the electric bicycle and that ceases to provide assistance when the electric bicycle reaches the speed of 20 miles per hour.

C. “Class 3 electric bicycle” means an electric bicycle equipped with a motor that provides assistance only when the rider is pedaling and that ceases to provide assistance when the electric bicycle reaches the speed of 28 miles per hour.

D. A “motorized scooter” is defined as “Any vehicle or micromobility device that is powered by a motor with or without a seat or saddle for the use of the rider, which is designed to travel on not more than three wheels, and which is not capable of propelling the vehicle at a speed greater than 20 miles per hour on level ground.”

For purposes of this section Board property includes Board owned, rented or leased property.

Students are prohibited from bringing or operating modified electric bicycles and Class 3 electric bicycles on Board property.

Human-powered bicycles, non-motorized scooters, skateboards, and similar non-motorized devices are permitted, subject to school rules and the requirements of this policy.

Elementary School Students, Middle School students, and High School Students who do not have their learner’s driver license or driver’s licenses, are prohibited from bringing or operating nonhuman powered micromobility devices on Board property at any time, including, but not limited to, before and/or after school sponsored activities or events. For purposes of this section, non-human powered micromobility devices include electric bicycles, motorized scooters, hoverboards, one-wheel devices, and other electrically powered personal transportation devices.

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High School students who have a learner's driver license or driver's license may be permitted to bring nonhuman powered micromobility devices onto Board property. Students permitted to bring micromobility devices on Board property shall observe the following rules while the non-human powered micromobility device is on Board property. If a student fails to comply with this policy or any Board policy, school regulation or rule, the student may lose the privilege of bringing a nonhuman powered micromobility device onto Board property and may be subject to disciplinary action.

Each student shall be required to apply for a decal from their school of enrollment before being permitted to bring a nonhuman powered micromobility device on campus. Decals are non-transferable and cannot be sold to, or shared with, any other student, person, or entity.

Students must dismount and walk all micromobility devices once they enter Board property.

Students operating bicycles, electric bicycles, motorized scooters, or other micromobility devices shall wear a properly fitted and fastened helmet as required by applicable law.

Students shall be responsible for securing the device in a designated bicycle rack or other location approved by the ~~p~~ P rincipal . ~~or designee~~ .

Riding micromobility devices is prohibited on sidewalks, courtyards, athletic fields, courts, grass areas, and other pedestrian spaces on Board property.

Detached vehicle batteries and charging of batteries are prohibited on Board property.

Unsafe riding behaviors, including, but not limited to, excessive speed, weaving between pedestrians or vehicles, or performing stunts, are prohibited.

Electric Motorcycles and other motorized vehicles that exceed the three electric bicycle classifications defined above are prohibited on Board property unless properly licensed, registered, and operated by an individual with the required legal authorization.

Students shall comply with any additional requirements established by the principal of the school.

Each student is responsible for the micromobility device they operate and for complying with all applicable laws, school rules, and requirements related to its use.

A student's micromobility device is subject to search at any time while on Board property under applicable legal standards. The search may include the use of K-9 detection dogs. If a student refuses to cooperate with the search of a micromobility device, the Board, Board employees, and agents may secure, immobilize, lock, or remove the device from Board property in accordance with applicable Board policies and procedures.

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The Board and its employees and agents, shall not be responsible for any theft, loss, or damage to any micromobility device on Board property or at any school-sponsored event so long as the Broward County Public School (BCPS) ~~OCPS~~ employee, agent, and/or law enforcement officer do not act in bad faith or with malicious purpose or in a manner exhibiting wanton and willful disregard of human rights, safety and property.

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Legal -

F.S. 1001.41

F.S. 1001.42

F.S. 1001.43

F.S. 1003.31

F.S. 1006.07

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10/13/26 SECOND READING

po6320.03

DEBARMENT

6320.03 - **DEBARMENT**

The following policy shall be followed for the debarment of vendors. The Superintendent shall have the authority to debar a person/corporation, based upon a preponderance of the evidence from consideration or award of future contracts in accordance with Policy 6321.01, *Contractor Discipline*.

Cause of Debarment

The causes for debarment shall include, but not be limited to, the following:

1. Conviction for commission of a criminal offense incident to obtaining or attempting to obtain a public or private contract or sub-contract, or in performance of such contract.

2. Conviction under State or Federal statutes for embezzlement, theft, forgery, bribery, perjury, falsification or destruction of records, or receiving stolen property, or any other offense indicating lack of business integrity or business honesty which currently, seriously, and directly affects responsibility as a vendor.

3. Conviction under State or Federal anti-trust statutes arising out of submission of bids or proposals.

4. Violation of contract provisions, as set forth below:

    a. Deliberate failure without good cause to perform in accordance with the specifications or within the time limits provided in the contracts.

    b. A recent record of failure to perform or of unsatisfactory performance in accordance with the terms of one (1) or more contracts; provided that failure to perform or unsatisfactory performance caused by acts beyond the control of the contractor shall not be considered to be a basis for debarment.

5. Refutation of an offer by failure to provide bonds, insurance or other required certificates within the time period as specified in the competitive solicitation that resulted in award.

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6. Refusal to accept a purchase order, agreement or contract, or to perform thereon, provided such order was issued timely and in conformance with the offer received.

7. Presence of principals or corporate officers in the business of concern who were principals within another business at the time when the other business was debarred within the last three (3) years under the provisions of this policy.

8. Violation of ethical standards set forth in State law.

9. Providing anything of value, including, but not limited to, a gift, loan, reward, promise of future employment, favor or service to any employee or officer of the District to influence the award of contract or purchase items from a contractor/vendor.

10. Existence of unresolved disputes between the vendor and the District arising out of or relating to prior contracts between the District and the vendor, work performed by the vendor, or services or products delivered.

11. Lobbying of District personnel or Board members or violating the Cone of Silencess defined in Board Policies.

12. Any other cause the Superintendent determines to be so serious and compelling as to affect credibility as a District vendor, including debarment by another government entity.

Procedure for Debarment

1. The Superintendent shall provide written notice to the vendor of the debarment, including the reasons therefore, and the length of the debarment (up to three (3) years).

2. The written notice will inform the vendor of the right to appeal the debarment decision to the Board and the time period in which to request the appeal.

Appeal of Debarment Decision

1. Within ten (10) calendar days of receipt of notification of debarment from the Superintendent, the vendor may request, in writing, an opportunity to be heard before the Board to appeal the debarment decision. Such written request shall be directed to the Procurement Logistic Operations (PLO), and shall contain the following information:

    a. Name and address of the vendor and the title or position of the person submitting the appeal.

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b. A statement of the facts alleged and the rules, regulations and law entitling the vendor to relief.

c. A statement indicating the relief requested by the vendor.

d. Such other information the vendor feels is relevant to the issue.

e. Supporting documentation (if any).

2. An opportunity for the vendor to appeal to the Board will be provided within a reasonable time after receipt of vendor's request.

3. Vendor will be notified of the date and time for presentation of the appeal to the Board.

4. Vendor will have ten (10) minutes to make a presentation to the Board indicating why they should not be debarred. The Superintendent or their designee will have an equal time to present information in defense of the debarment. This will be a presentation. There will not be testimony taken, or examination or cross-examination of witnesses.

5. At the conclusion of the vendor presentation and the presentation by the Superintendent, the Board will make a determination whether to debar the vendor based on all information presented to the Board.

The District will award contracts only to responsible contractors possessing the ability to perform successfully under the terms and conditions of the proposed procurement. All purchasing decisions shall be made in the best interests of the District and shall seek to obtain the maximum value for each dollar expended. When making a purchasing decision, the District shall consider such factors as (1) contractor integrity; (2) compliance with public policy; (3) record of past performance; and (4) financial and technical resources.

The Superintendent shall have the authority to suspend or debar a person/corporation, for cause, from consideration or award of further contracts. The District is subject to and shall abide by the nonprocurement debarment and suspension regulations implementing Executive Orders 12549 and 12689, 2 C.F.R. Part 180.

Suspension is an action taken by the District that immediately prohibits a person from participating in covered transactions and transactions covered under the Federal Acquisition Regulation (48 C.F.R. chapter 1) for a temporary period, pending completion of an agency investigation and any judicial or administrative proceedings that may ensue. A person so excluded is suspended. (2 C.F.R. Part 180 Subpart G)

Debarment is an action taken by the Superintendent to exclude a person from participating in covered transactions and transactions covered under the Federal Acquisition Regulation

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(48 C.F.R. chapter 1). A person so excluded is debarred. (2 C.F.R. Part 180 Subpart H)

The District shall not subcontract with or award subgrants to any person or company who is debarred or suspended. For contracts over $25,000, the District shall confirm that the vendor is not debarred or suspended by either checking the Federal government's System for Award Management, which maintains a list of such debarred or suspended vendors at www.sam.gov; collecting a certification from the vendor; or adding a clause or condition to the covered transaction with that vendor. (2 C.F.R. Part 180 Subpart C)

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Former Policy 3800 - Purchasing Policy

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10/13/26 SECOND READING

po6324

CONE OF SILENCE

6324 - **CONE OF SILENCE**

A cone of silence is hereby established for all competitive selection processes, including Invitations to Bids (ITB), Requests for Proposals (RFP), Requests for Qualifications (RFQ), and Invitations to Negotiate (ITN), for the provision of goods and services. The cone of silence is designed to protect the integrity of the procurement process by shielding it from undue influences prior to the recommendation of contract award. This cone of silence shall be imposed on these procurements after advertisement of the same.

The cone of silence prohibits any communication regarding a particular IFB, RFP, RFQ, or ITN between:

A. a potential vendor, service provider, bidder, lobbyist, or consultant and the staff of the District, including school principals; and

B. a potential vendor, service provider, bidder, lobbyist, or consultant and any one (1) or more of the School Board members or member-elects.

Unless specifically provided otherwise in the applicable IFB, RFP, RFQ, or ITN the cone of silence does not apply to the following:

A. Communications between a potential vendor, service provider, bidder, lobbyist, or consultant and the District's purchasing department.

B. Communications between a potential vendor, service provider, bidder, lobbyist, or consultant and the District's General Counsel and attorneys within that office.

C. Communications at duly noticed pre-bid meetings and site visits prior to bid opening or post-bid-opening meetings and site visits, which are administered by either the purchasing department or the planning and construction department, prior to issuance of a written recommendation of contract award.

The cone of silence commences after the advertisement of the ITB, RFP, RFQ, or ITN. Competitive procurements are advertised on the purchasing department's web page, other purchasing software used for this purpose (such as online bidding platforms), or in the local newspaper.

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The cone of silence terminates when the Board acts on a written recommendation from the Procurement and Logistics Operations Department or the Planning and Construction Department regarding contract award; provided, however, that communications are permitted when the Board receives public comment at the meeting at which the recommendation is presented.

The Procurement and Logistic Operations Department and planning and construction department shall ensure that all solicitations include provisions describing the requirements and prohibitions of the cone of silence, including how a potential vendor, service provider, bidder, lobbyist, or consultant may communicate with District personnel.

Any person, whether employed by the District or not, who knowingly violates a provision of this policy shall be prohibited from serving on a District competitive selection committee.

Violation of this policy by a particular bidder, proposer, respondent, and/or representative may, at the discretion of the District, result in rejection of said bidder, proposer, respondent, and/or representative's bid, proposal, or offer and may render any contract award to said bidder, proposer, or respondent voidable.

In addition to any other penalty provided by law, violation of this policy by a District employee shall subject said employee to disciplinary action up to and including dismissal from service.

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10/13/26 SECOND READING

po6325

PROCUREMENT - FEDERAL GRANTS/FUNDS

6325 - **PROCUREMENT – FEDERAL GRANTS/FUNDS**

Procurement of all supplies, materials, equipment, and services paid for from Federal funds or District matching funds shall be made in accordance with all applicable Federal, State, and local statutes and/or regulations, the terms and conditions of the Federal grant, School Board policies, and standard operating procedures.

The Superintendent shall have and use a procurement and contract administration system in accordance with Federal requirements (2 C.F.R. 200.317-.326; 7 C.F.R. 210.21) for the administration and management of Federal grants and Federally-funded programs. The District shall maintain oversight that requires contractors to perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders. Except as otherwise noted, procurement transactions shall conform to the provisions of the District's documented general purchasing Policy 6320, AP 6320A, and AP 6325.

When required by Federal program legislation, all Federally-funded contracts in excess of $2,000 related to construction, alteration, repairs, painting, decorating, etc. of public buildings or public works must comply with Davis-Bacon and Related Acts prevailing wage requirements.

The District will not request documentation of, consider, or give a preference based on a vendor's social, political, or ideological interests.

The District shall take affirmative steps to assure that small businesses, veteran-owned businesses, and labor surplus area firms are used when possible in accordance with 2 C.F.R. 200.321.

All District employees, officers, and agents who have purchasing authority shall abide by the standards of conduct covering conflicts of interest and governing the actions of its employees, officers, and agents engaged in the selection, award, and administration of contracts as established in Policy 1129, Policy 3129, and Policy 4129 – *Conflict of Interest*.

The District will avoid acquisition of unnecessary or duplicative items. Consideration shall be given to consolidating or breaking out procurements to obtain a more economical purchase. When appropriate, an analysis shall be made between leasing and purchasing property or equipment to determine the most economical approach. These considerations

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are given as part of the process to determine the allowability of each purchase made with Federal funds.

To foster greater economy and efficiency, the District may enter into State and local intergovernmental agreements where appropriate for procurement or use of common or shared goods and services.

Competition

All procurement transactions under the Federal award paid for from Federal funds or District matching funds shall be conducted in a manner that provides full and open competition and that is in accordance with 2 C.F.R. Part 200, good administrative practice, and sound business judgment. To ensure objective contractor performance and eliminate unfair competitive advantage, the District shall exclude any contractor that has developed or drafted specifications, requirements, statements of work, or invitations for bids from competition for such procurements.

Examples of situations that may restrict competition include, but are not limited to:

A. unreasonable requirements on firms for them to qualify to do business

B. unnecessary experience and excessive bonding requirements

C. noncompetitive pricing practices between firms or between affiliated companies

D. noncompetitive contracts to consultants that are on retainer contracts

E. organizational conflicts of interest

F. specification of only a "brand name" product instead of allowing for an "or equal" product to be offered and describing the performance or other relevant requirements of the procurement

G. any arbitrary action in the procurement process

To the extent that the District uses a pre-qualified list of persons, firms, or products to acquire goods and services that are subject to this policy, the pre-qualified list includes enough qualified sources as to ensure maximum open and free competition. The District allows vendors to apply for consideration to be placed on the list of Pre-Qualified Vendors each month.

The District shall require that all prequalified lists of persons, firms, or products which are used in procurement transactions are current and include enough qualified sources to provide maximum open competition. When establishing or amending prequalified lists, the District (or subrecipient) must consider objective factors that evaluate price and cost to

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maximize competition. The District shall not preclude potential bidders from qualifying during the solicitation period.

To the extent consistent with established practices and legal requirements applicable to the recipient or subrecipient, this subpart does not prohibit recipients or subrecipients from developing written procedures for procurement transactions that incorporate a scoring mechanism that rewards bidders that commit to specific numbers and types of U.S. jobs, minimum compensation, benefits, on-the-job-training for employees making work products or providing services on a contract, and other worker protections. This subpart also does not prohibit recipients and subrecipients from making inquiries of bidders about these subjects and 2 C.F.R. Revisions 2024: Unofficial Comparison Version assessing the responses. Any scoring mechanism must be consistent with the U.S. Constitution, applicable Federal statutes and regulations, and the terms and conditions of the Federal award.

Solicitation Language (Purchasing Procedures)

The District shall have written procurement procedures (in accordance with 2 C.F.R. 200.319(b)) that require that all solicitations made pursuant to this policy incorporate a clear and accurate description of the technical requirements for the property, equipment, or service being procured. The description may include a statement of the qualitative nature of the property, equipment, or service to be procured. When necessary, the description must set forth those minimum essential characteristics and standards to which the property, equipment, or service shall conform. Detailed product specifications should be avoided if at all possible.

When it is impractical or uneconomical to clearly and accurately describe the technical requirements, a "brand name or equivalent" description of features to provide procurement requirements may be used. The specific features of the named brand must be clearly stated and the District must identify any additional requirements which the offerors must fulfill and all other factors that will be used in evaluating bids or proposals.

Any solicitation for the procurement of commodities, contractual services, or leases will include a provision notifying vendors that the Board will not request documentation of, consider, or give a preference based on the vendor's social, political, or ideological interests.

The Board will not approve any expenditure for an unauthorized purchase or contract.

Procurement Methods

The District shall have and use documented procedures, consistent with the standards described above, for the following methods of procurement:

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A. Informal Procurement Methods

Informal procurement methods for small purchases expedite the completion of transactions, minimize administrative burdens, and reduce costs. Informal procurement methods may be used when the value of the procurement transaction under a Federal award does not exceed the simplified acquisition threshold, or a lower threshold established by the State, formal procurement methods are not required. The informal procurement methods include:

1. Micro-Purchases

   Procurement by micro-purchase is the acquisition of supplies or services, the aggregate dollar amount of which does not exceed $10,000.00 unles otherwise specified by terms of the grants. To the extent practicable, the District should distribute micro-purchases equitably among qualified suppliers. Micro-purchases may be made without soliciting competitive quotations if the Superintendent considers the price to be reasonable based on research, experience, purchase history, or other relevant information and maintains documents to support its conclusion. The District shall maintain evidence of this reasonableness in the records of all purchases made by this method.

2. Small Purchases

   Small purchases include the acquisition of property or services, the aggregate dollar amount of which is higher than the micro-purchase threshold but does not exceed the simplified acquisition threshold of $100,000.00. Small purchase procedures require that price or rate quotations shall be obtained from three (3) sources unless otherwise specified by terms of the grant.

   Districts are responsible for determining an appropriate simplified acquisition threshold based on internal controls, an evaluation of risk, and its documented procurement procedures which must not exceed the threshold established in the Federal Acquisition Regulations (FAR). When applicable, a lower simplified acquisition threshold used by the District must be authorized or not prohibited under State, local, or tribal laws or regulations.

3. Formal Procurement Methods

   When the value of the procurement for property or services under a Federal award exceeds the simplified acquisition threshold, or a lower threshold established by the State, formal procurement methods are required. Formal procurement methods require following documented procedures. Formal procurement methods also require public advertising unless a non-competitive procurement method can be used in accordance with the standards on

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competition in 200.319 or non-competitive procurement. The formal methods of procurement are:

1. Sealed Bids

   Sealed, competitive bids shall be obtained when the purchase of, and contract for, single items of supplies, materials, or equipment which amounts to more than $100,000.00 and when the Board determines to build, repair, enlarge, improve, or demolish a school building/facility the cost of which will exceed $100,000.00.

   In order for sealed bidding to be feasible, the following conditions shall be present:

   a. a complete, adequate, and realistic specification or purchase description is available;

   b. two (2) or more responsible bidders have been identified as willing and able to compete effectively for the business; and

   c. the procurement lends itself to a firm fixed price contract and the selection of the successful bidder can be made principally based on price.

When sealed bids are used, the following requirements apply:

a. Bids shall be solicited in accordance with the provisions of State law and Policy 6320. Bids shall be solicited from three (3) sources unless otherwise specified by terms of the grant qualified suppliers, providing sufficient response time prior to the date set for the opening of bids. The invitation to bid shall be publicly advertised.

b. The invitation for bids must define the items or services with specific information, including any required specifications, for the bidder to properly respond.

c. All bids will be opened at the time and place prescribed in the invitation for bids; bids will be opened publicly.

d. A firm fixed price contract is awarded in writing to the lowest responsive bid and responsible bidder. When specified in the invitation for bids, factors such as discounts, transportation cost, and life cycle costs shall be considered in determining which bid is lowest. Payment discounts must only be used to determine the low bid when the District determines they are a valid factor based on prior experience.

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e. The Board reserves the right to reject any or all bids, but must document and provide justification for all bids it rejects.

2. Proposals

Procurement by proposals is a method in which either a fixed price or cost-reimbursement contract is awarded. This method is used when conditions are not appropriate for the use of sealed bids or in the case of a recognized exception to the sealed bid method.

If this method is used, the following requirements apply:

a. Requests for proposals require public notice, and must identify all evaluation factors and their relative importance. To the maximum extent practicable, any proposals submitted in response to the public notice must be considered.

b. Proposals shall be solicited from three (3) sources unless otherwise specified by terms of the grant.

c. The District must have written procedures for conducting technical evaluations and for making selections.

d. Contracts must be awarded to the responsible offeror whose proposal is most advantageous to the District considering price and other factors.

e. All Requests for Proposals (RFPs) and Invitations to Bid (ITBs) shall be opened publicly in accordance with F.S. 287.057.

The District may use competitive proposal procedures for qualifications-based procurement of architectural/engineering (A/E) professional services whereby the competitors' qualifications are evaluated and the most qualified competitor is selected, subject to negotiation of fair and reasonable compensation. The method, where the price is not used as a selection factor, can only be used to procure A/E professional services. The method cannot be used to purchase other types of services provided by A/E firms that are a potential source to perform the proposed effort.

3. Noncompetitive Procurement

Procurement by noncompetitive proposals may be used only when one or more of the following circumstances apply:

a. the aggregate amount of the procurement transaction does not exceed the micro-purchase threshold;

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b. the procurement transaction can only be fulfilled by a single source;

c. the public exigency or emergency for the requirement will not permit a delay resulting from providing public notice of a competitive solicitation;

d. the District requests in writing to use a noncompetitive procurement method, and the Federal agency or pass-through entity provides written approval; or

e. soliciting several sources, competition is determined to be inadequate.

Domestic Preference for Procurement

The District should, to the extent practicable and consistent with law, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. (See 7 C.F.R 210.21(d)). If a non-domestic agricultural product is to be provided, the vendor must obtain written approval of the product to be used in advance. Such requirements shall be included in all subawards, contracts, and purchase orders under the Federal award.

Procurement of Recovered Materials

The District must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976, as amended, 42 U.S.C. 6962. These requirements include:

A. procuring only items designated in the guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000;

B. procuring solid waste management services in a manner that maximizes energy and resource recovery; and

C. establishing an affirmative procurement program for the procurement of recovered materials identified in the EPA guidelines.

The District should, to the greatest extent practicable and consistent with law, purchase, acquire, or use products and services that can be reused, refurbished, or recycled; contain recycled content, are biobased, or are energy and water efficient; and are sustainable.

This may include purchasing compostable items and other products and services that reduce the use of single-use plastic products.

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Contract/Price Analysis

The District shall perform a cost or price analysis for every procurement transaction, including contract modifications, in excess of the Simplified Acquisition Threshold (currently $350,000 effective October 1, 2025). The method and degree of analysis conducted depend on the facts surrounding the particular procurement transaction. For example, the District should consider potential workforce impacts in their analysis if the procurement transaction will displace public sector employees. However, as a starting point, the District must make independent estimates before receiving bids or proposals.

A cost analysis generally means evaluating the separate cost elements that make up the total price, while a price analysis means evaluating the total price, without looking at the individual cost elements. The District must not use the "cost plus a percentage of cost" and "percentage of construction costs" methods of contracting.

Costs or prices based on estimated costs for contracts under the Federal award are allowable only to the extent that the costs incurred or cost estimates included in negotiated prices would be allowable for the District according to cost principle requirements.

Time and Materials Contracts

The District uses a time and materials type contract only (1) after a determination that no other contract is suitable, and (2) if the contract includes a ceiling price that the contractor exceeds at its own risk. Time and materials type contract means a contract whose cost to the District is the sum of the actual costs of materials, and direct labor hours charged at fixed hourly rates that reflect wages, general and administrative expenses, and profit.

Because this formula generates an open-ended contract price, a time-and-materials contract provides no positive profit incentive to the contractor for cost control or labor efficiency. Therefore, the District sets a ceiling price for each contract that the contractor exceeds at its own risk. Further, the District shall assert a high degree of oversight to obtain reasonable assurance that the contractor is using efficient methods and effective cost controls.

Suspension and Debarment

The District will award contracts only to responsible contractors that possess the ability to perform successfully under the terms and conditions of the proposed contract. All purchasing decisions shall be made in the best interests of the District and shall seek to obtain the maximum value for each dollar expended. When making a purchasing decision, the District shall consider such factors as (1) contractor integrity; (2) public policy; (3) compliance; (4) proper classification of employees; (5) record of past performance; and (6) financial and technical resources.

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The District shall not subcontract with or award subgrants to any person or company who is debarred or suspended. For contracts over $25,000, the District shall confirm that the vendor is not debarred or suspended by either checking the Federal government's System for Award Management, which maintains a list of such debarred or suspended vendors at www.sam.gov; collecting a certification from the vendor; or adding a clause or condition to the covered transaction with that vendor. (2 C.F.R. Part 180 Subpart C)

Bid Protest

The District maintains the following protest procedures to handle and resolve disputes relating to procurements and, in all instances, discloses information regarding the protest to the agency.

A bidder who wishes to file a bid protest shall file such notice and follow procedures prescribed by the Request For Proposals (RFPs) or the individual bid specifications package for resolution. Bid protests shall be filed in writing with the Director, Procurement and Logistic Operations within seventy-two (72) hours of the opening of the bids in protest.

Within five (5) days of receipt of a protest, the Director, Procurement and Logistics Operations shall convene a Protest Committee toreview the protest as submitted and render a decision regarding the merits of the protest and any impact on the acceptance and rejection of bids submitted.

Failure to file a notice of intent to protest or failure to file a formal written protest within the time prescribed shall constitute a waiver of proceedings.

Maintenance of Procurement Records

The District shall maintain records sufficient to detail the history of all procurements. These records will include, but are not necessarily limited to, the following: rationale for the method of procurement, selection of contract type, contractor selection, or rejection, and the basis for the contract price (including a cost or price analysis).

Record Retention

The District must retain all Federal award records for three (3) years from the date of submission of the final financial report and five (5) fiscal years after completion of grant cycle or project, whichever is greater. For awards that are renewed quarterly or annually, the District must retain records for three (3) years from the date of submission of the quarterly or annual financial report, respectively, and five (5) fiscal years after completion of grant cycle or project, whichever is greater. Records to be retained include, but are not limited to, financial records, supporting documentation, and statistical records. Other records retention requirements shall be in accordance with 2 C.F.R. 200.334.

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The District must collect, transmit, and store Federal award information in an open file, non-licensed, and machine-readable formats. The District may substitute electronic versions of original paper records through duplication or other forms of electronic conversion, provided that the procedures are subject to periodic quality control reviews. Quality control reviews must ensure that electronic conversion procedures provide safeguards against the alteration of records and assurance that records remain in a format that is readable by a computer system.

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Legal
F.S. 287.057
2 C.F.R. 200.317-.326
2 C.F.R. 200.334 - 200.336
2 C.F.R. 3485.220
Appendix II to Part 200
2 C.F.R. 200.520
7 C.F.R. 210.21
General Records Schedule (GS1-SL State and Local Government Agencies)

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10/13/26 SECOND READING

po6326

BID PROTESTS

6326 - **BID PROTESTS**

Bid protests shall be resolved under procedures set forth in this policy and in conformity with the requirements of F.S. 120.57(3) and the Uniform Rules at F.A.C. Chapters 28-106 and -110.

Definitions

"Decision or intended decision" means:

A. the contents of a solicitation, including addenda;

B. a determination that a specified procurement can be made only from a single source;

C. rejection of a response or all responses to a solicitation; or

D. intention to award a contract as indicated by a posted solicitation tabulation or other written notice**.**

"Filed" means that a document has been physically received and time/date stamped by the Office of the Director of Procurement and Logistic Operations within the time required by this policy.

All documents required to be filed within a stated number of days must be filed not later than 3:30 p.m. of the last day for filing. Saturdays, Sundays, and legal holidays observed by the School Board shall be excluded in the computation of any seventy-two (72) hour time period provided by this policy.

Filing of a notice of protest by e-mail **will** be permitted. Filing a formal written protest will not be accepted by e-mail.

"Person" means an individual and also includes company, corporation, partnership, limited partnership, joint venture or any other legally recognized business entity.

Notice of Decision

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The Superintendent will give notice of a decision or intended decision by posting on the Board's website or via the Distric's approval electric bidding platform**.** All such notices shall contain the following statement "Failure to file a protest within the time prescribed in F.S. 120.57(3), shall constitute a waiver of proceedings under F.S. Chapter 120."

Notice of Protest

Any person who claims to be adversely affected by a proposed award of a bid and who has standing to protest an award of a bid may file a written notice of protest not later than seventy-two (72) hours after the time of the posting of the bid tabulation. For a protest of the terms, conditions, and specifications contained in a solicitation, the notice of protest shall be filed in writing within seventy-two (72) hours after the posting of the solicitation. The notice of protest must be filed with the Director of Procurement and Logistic Operations.

Formal Written Protest

In addition to filing a notice of protest, a protesting bidder must file a formal written protest. Within three (3) business days of receipt of the Notice of Intent to Protest, the District will provide the protester with the required amount of the protest bond to be included with the formal protest.

The formal written protest must be filed with the Director of Procurement and Logistic Operations within ten (10) business days, exclusive of weekends and days District offices are closed, following the day of filing of the notice of intent to protest. Failure to file the formal written protest within the time prescribed by F.S. 120.57(3), shall constitute a waiver of proceedings under F.S. Chapter 120 and a waiver of the protest.

The Formal Written Protest shall state with particularity the facts and law upon which the protest is based and shall be in petition form, as required by F.A.C. 28-110.004(2).

Failure to file a notice of intent to protest, or failure to file a formal written protest, within the times prescribed in section F.S. 120.57(3), shall constitute a waiver of proceedings under F.S. Chapter 120.

Protest Bond

A protesting bidder shall post, at the time of filing the formal written protest, a bond payable to the Board in an amount of $25,000 or two percent (2%) of the estimated contract award for the project, whichever is greater, for projects valued over $500,000; and five percent (5%) of the estimated contract award for all other projects. The bond shall be conditioned upon the payment of all costs which may be adjudged against the protester in the administrative hearing and in any subsequent appellate court proceeding. If, after completion of the administrative hearing process and any appellate court proceedings, the Board prevails, it shall recover all costs and charges, which shall be included in the final

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order or judgment, including charges made by the Division of Administrative Hearings and attorney's fees. If the protester prevails, they shall recover from the District all costs and charges which shall be included in the final order of judgment, and attorney's fees. The bid protest bond may be secured by a certified check drawn on an approved financial institution or a surety licensed to conduct business in the State of Florida by the Florida Department of Insurance.

Bid Protest Resolution

The District shall provide an informal meeting with the protestor to attempt to resolve the protest. Such a meeting will be held within seven (7) days, excluding Saturdays, Sundays and legal holidays, from the day of the filing of the formal written protest.

If the protest is not resolved by mutual agreement within seven (7) days of the filing of the formal written protest, and if there is no disputed issue of material fact, the Board shall conduct an informal proceeding pursuant to F.S. 120.57(2).

If the protest is not resolved by mutual agreement within seven (7) days of the filing of the formal written protest, and if there is a disputed issue of material fact, the Superintendent shall refer the bid protest to the Division of Administrative Hearings for a formal hearing, pursuant to F.S. 120.569 and 120.57(3), and F.A.C. Chapter 28-110.

The District shall enter its final order within thirty (30) days from the date of the entry of the recommended order unless otherwise agreed to by the parties to the bid protest.

Stay of Proceedings

The filing of a formal written protest shall act to suspend the Board's contract award process until the protest is resolved. The District may continue the contract award process in any circumstance authorized by F.S. Chapter 120 or other applicable law upon written findings supporting such action. However, the District may set forth in writing particular facts and circumstances which require the continuance of the contract award process without delay, in order to avoid an immediate or serious danger to public health, safety, or welfare. In such event, the Board will only purchase supplies or commodities which are necessary to the operation of any school or the maintenance of any service without causing an immediate or serious danger to the health, safety, or welfare of students, employees, of the general public.

In the event of a conflict, the applicable provisions of F.S. Chapter 120 and F.A.C. Chapter 28-110 shall prevail over the provisions of this policy.

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Legal

F.S. 120.57(3)
F.S. 255.0516
F.S. 1001.42
F.S. 1001.43
F.A.C. Ch. 28-106
F.A.C. Ch. 28-110

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10/13/26 SECOND READING

po6334

PREQUALIFICATION OF CONTRACTORS FOR EDUCATIONAL FACILITIES CONSTRUCTION

6334 - **PREQUALIFICATION OF CONTRACTORS FOR EDUCATIONAL FACILITIES CONSTRUCTION**

The School Board shall pre-qualify contractors for a one (1) year period or for a specific project in accordance with the following:

Criteria

Contractors shall be pre-qualified on the basis of the following criteria and any additional criteria specific to the project under consideration:

A. Proof that the contractor holds a contractor's license which authorizes the contractor to supervise work within the scope of the construction project.

B. Evidence that the applicant has financial resources to start up and follow through on projects and to respond to damages in case of default as shown by written verification of bonding capacity equal to or exceeding the amount of any project for which the contractor seeks prequalification. The written verification must be submitted by a licensed surety company rated excellent ("A-" or better) in the current A.M. Best Guide and qualified to do business within the State. In the absence of such written verification, the Board may require the applicant to submit any audited financial information necessary to evaluate an applicant's financial ability to perform the project and to respond to damages in the event of default.

C. Evidence of experience with construction techniques, trade standards, quality workmanship, project scheduling, cost control, management of projects, and building codes for similar or lower cost or scope projects, as shown by successful completion of at least two (2) other projects of similar size within the past five (5) years.

D. Evidence of satisfactory resolution of claims filed by or against the contractor asserted on projects of the same or similar size within the five (5) years preceding the submission of the application. Any claim against a contractor shall be deemed to have been satisfactorily resolved if final judgment is rendered in favor of the

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contractor or any final judgment rendered against the contractor is satisfied within ninety (90) days of the date the judgment becomes final.

E. Type of work for which the contractor is licensed.

Procedures

A. The Board shall hold a public hearing to discuss the Board's intent to pre-qualify contractors and the proposed policies, procedures and rules.

B. The Board shall publish two (2) notices of the public hearing in the District calendar and other electronic forums for publishing legal notices at least thirty (30) days and again seven (7) days prior to the hearing. The notice shall contain at least the purpose, date, time, and place of the hearing.

C. It is the policy and procedure of the Board to provide for open competition which shall not prevent the submission of a bid, nor prohibit the consideration of a bid submitted by a prequalified contractor. Those standards which the Board applies when soliciting bids for goods and services generally shall be applied equally to the solicitation of bids from prequalified contractors.

D. It is the policy of the Board to allow for prequalification of any responsible contractor who, through its submittal to the Board, meets the uniform criteria established by the State Requirements for Educational Facilities and incorporated in Criteriaabove whether such contractor is a resident or nonresident of the geographical area served by the Board.

E. It is the policy of the Board to allow those contractors seeking prequalification to submit all required company financial information separate and apart from the other required submittals, as specifically outlined in the Prequalification Submittals section of the Request for Qualifications, in order to endeavor to protect privileged company information from public disclosure.

F. The Board shall appoint a Contractor Prequalification Review Committee to review and evaluate the submissions and to make recommendations to the Board as to which contractors should be prequalified to bid for a type of project, dollar volume, and limits allowed within the scope of the prequalification.

G. These prequalification procedures shall not supersede any small business, woman-owned, or minority-owned business enterprise preference program adopted by the Board.

H. Notwithstanding anything contained herein, the Board may reject any proposals which, in the Board's sole opinion, contain inaccurate information. In addition, the

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Board shall have the sole discretion to declare a contractor delinquent and to suspend or revoke a prequalification certificate.

I. The Board shall receive and either approve or reject each application for prequalification within sixty (60) days after receipt by the Board's administrator. Approval shall be based on the criteria and procedures established in this policy.

Application

Each contractor, firm, or person requesting prequalification shall submit separate applications that include the following:

A. Detailed information on Board prescribed forms setting forth the applicant's competence, past performance, experience, financial resources, and capability, including a Public Entity Crimes Statement, and references.

B. Audited financial information current within the past twelve (12) months, such as a balance sheet and statement of operations, and bonding capacity. The requirement for financial information may be satisfied by the contractor providing written verification of the contractor's bonding capacity.

C. General information about the contractor company, its principals, and its history, including state and date of incorporation.

D. Contractor trade categories and information regarding the State and local license and license numbers held by the applicant.

E. A list of projects completed within the past five (5) years, including dates, clients, approximate dollar value, and size.

F. Certificates of insurance confirming current worker's compensation, public liability and property damage insurance as required by law.

G. A list of all pending litigation and all litigation within the past five (5) years, including an explanation of each. Litigation initiated by the contractor to protect the contractor's legal rights shall not be used as a basis for rejecting prequalification.

H. The completed application and financial information shall be attested to and signed by an authorized officer of the company, the owner, or sole proprietor, as appropriate. The signature shall be notarized.

I. Exception: When two (2) or more prequalified contractors wish to combine their assets for a specific project, they may do so by filing an affidavit of joint venture. Such affidavit shall be valid only for that specific project.

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Issuance of Certificate/Letter

The Board shall issue to all prequalified contractors a certificate valid for one (1) year or for the specific projectthat includes the following:

A. A statement indicating that the contractor may bid for projects during the time period specified.

B. A statement establishing the type of work the contractor will be permitted to provide.

C. A statement establishing the total dollar value of work the contractor will be permitted to have under contract with the Board at any one time as determined by the contractor's bonding capacity or ten (10) times the net quick assets.

D. A statement establishing the maximum dollar value of each individual project the contractor will be permitted to have under contract with the Board at any one time. The maximum value of each project may be up to twice the value of the largest project previously completed but shall not exceed the contractor's bonding capacity or ten (10) times the net quick assets.

E. The expiration date of the certificate.

Renewal of Certificate/Letter

Certificates not for a specific project shall be renewed annually.

A. Financial statements or written verification of bonding capacity on file with the Board shall be updated annually. Failure to submit a new statement or verification of bonding capacity, after at least thirty (30) days written notice by the Board, shall automatically revoke a prequalification certificate.

B. Prequalified contractors may request a revision of their prequalifications status at any time they believe the dollar volume of work under contract or the size or complexity of the projects should be increased if experience, staff size, staff qualifications, and other pertinent data justify the action.

Delinquency

The decision to declare a contractor delinquent may only be made by the Superintendent and must be ratified by the Board at its next regular meeting following the decision by the Superintendent. Should the contractor be determined to be delinquent, after notice and an opportunity for a fair hearing, the Board shall notify the contractor and their ~~his/her~~ surety, in writing, that the contractor is disqualified from bidding work with the Board as

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long as the delinquent status exists. A delinquent condition may be determined to be in effect when one (1) or more of the following conditions occur without justifiable cause:

A. A substantial or repeated failure to comply with contract documents after written notice of such noncompliance.

B. A substantial or repeated failure to provide supervision and coordination of subcontractor's work after written notice of such failure.

C. Substantial deviation from project time schedules after written notice of noncompliance.

D. Substantial or repeated failure to pay subcontractors after the Board has paid the contractor for the work performed by the subcontractors and in accordance with approved requisitions for payment.

E. Substantial or repeated failure to provide the quality of workmanship compatible with the trade standards for the community after written notice of such failure.

F. Substantial or repeated failure to comply with the warranty requirements of previous contracts after written notice of such failure.

G. Failure to maintain the required insurance coverage after written notice of such failure.

Suspension or Revocation

The Board may, for good cause, suspend a contractor for a specified period of time or revoke the prequalification certificate. Causes for suspension or revocation shall include, but not be limited to, one or more of the following:

A. Inaccurate or misleading statements included in the application.

B. Declared in default by the Board.

C. Adjudged to be bankrupt.

D. Performance, in connection with contract work, becomes unsatisfactory to the Board, based on the Board asserting and recovering liquidated damages in an action against the contractor.

E. Payment record, in connection with contract work, becomes unsatisfactory to the Board, based on the contractor's failure to comply with the Construction Prompt Pay Act (F.S. 715.12).

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F. Becomes delinquent on a construction project pursuant to Delinquency above.

G. Contractor's license becomes suspended or is revoked.

H. No longer meets the uniform prequalification criteria established in this policy.

Appeal

A contractor whose application has been rejected or whose certificate has been suspended or revoked by the Board shall be given the benefit of reconsideration and appeal as follows:

A. The aggrieved contractor may, within ten (10) days after receiving notification of such action, request reconsideration in writing. The contractor may submit additional information at the time of appeal.

B. The Board shall act upon the contractor's request within thirty (30) calendar days after the filing and shall notify the contractor of its action to adhere to, modify, or reverse its original action. The Board may require additional information to justify the reconsideration.

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Former Policy 7003.1 - Pre-qualification of Contractors for Educational Facilities

Legal
F.S. 1001.41
F.S. 1001.42
F.S. 1001.43
F.A.C. 6A-2.0010
State Requirements for Educational Facilities

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10/13/26 SECOND READING

po6345

CHANGE ORDERS

6345 - **CHANGE ORDERS** ~~**(HAVE CAPITAL PROGRAM REVIEW)**~~

The School Board believes that thoughtful planning should minimize the change orders that are necessary to a construction contract for any construction or renovation project, but recognizes that all circumstances that might necessitate such changes cannot be anticipated. Therefore, this policy is established to prescribe how ~~the manner in which~~ said change orders shall be approved and executed.

The Superintendent is authorized to approve and execute any construction contract Change Order that will increase the construction contract amount by $100,000.00 or less, or that will decrease the construction contract amount, provided that approval shall be, in their judgment, in the best interest of the Board. The cumulative limit of authority shall not exceed (8%) eight percent of the Board-approved construction contract amount. When the cumulative total of all change orders on a project has exceeded the ceiling established, all subsequent change orders will require prior Board approval, except in emergency cases as declared by the Superintendent, or where the change order in question is less than $25,000. Such change orders shall be binding upon execution by the Superintendent. The Superintendent shall report each change order they approved to the Board at the Board meeting following their approval. The Superintendent's approval of the change order shall be entered into the official minutes of the Board.

The Superintendent shall recommend to the Board, for its review and approval, any change order to a construction contract that will increase the contract amount by more than $100,000.00. No such change order shall be binding unless and until it is approved by the Board and executed by the Board's designee.

A proposed change to the construction contract shall not be split so that the resulting change orders do not exceed the $100,000.00 limit established by this policy.

The contractor proposing a change order to the construction contract shall, prior to commencing the work involved, provide accurate cost data in sufficient detail to enable staff and/or the Cost and Program Controls consultant , the District, ~~- the District~~ and the architect and/or engineer involved with the project to evaluate the proposal. The evaluation shall confirm the accuracy of the estimate by establishing the fair market value of the costs of all labor, materials, equipment, and incidentals required to accomplish the change.

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For all proposed change orders, the architect or engineer of record for the project shall certify in writing to the Superintendent and the Board that the cost of the requested change is fair, reasonable, and in proper proportion to the cost of the original work covered by the contract and shall recommend action thereon.

~~The cumulative total of all approved change orders to the construction contract for any project shall not increase the original construction contract amount by more than eight percent (8%) or $100,000.00, whichever is less~~ greater ~~, without prior Board approval.~~

All change orders to construction contracts shall comply with Florida statutes and the State Requirements for Educational Facilities, both in form and content.

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Former Policy 7005 - Payments to Contractor During Construction

Former Policy 8000 - Approval of Facilities' Construction Contract Change Orders

Legal
F.A.C. 6A-2.0010

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10/13/26 SECOND READING

po6440

COOPERATIVE PURCHASING

6440 - **COOPERATIVE PURCHASING**

The School Board recognizes the advantages of centralized purchasing in that volume buying tends to maximize value for each dollar spent.

The Board will enter into an interlocal agreement as provided in F.S. 163.01 for the purpose of establishing a Statewide or regional School District Consortium or a professional association of employers (as defined in F.S. 624.438) and maximizing the purchasing power for goods and services.

The Board authorizes the Superintendent to negotiate such interlocal purchasing agreements for services, supplies, and equipment in accordance with State law, the policies of this Board, and the dictates of sound purchasing procedures.

The interlocal purchasing agreement will be approved by the Board and the participating contracting body(ies) and will specify the categories of equipment and supplies to be purchased; the manner of advertising for bids and of awarding contracts; the method of payment by each participating party and such other matters as may be deemed necessary to carry out the purposes of the agreement. Purchases under such an agreement are subject to all legal bidding requirements.

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Legal
F.S. 624.438
F.S. 1001.42(25)
F.S. 1001.43(2)
F.S. 1010.04
F.A.C. 6A-1.013

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10/13/26 SECOND READING

po6450

LOCAL PURCHASING

6450 - **LOCAL PURCHASING**

The School Board recognizes its position as a major purchaser in this community, and while it is the intention of the Board to purchase materials and supplies of quality at the lowest possible cost through widespread competition, if all other considerations are equal, the Board prefers to purchase from businesses located in Broward County, Miami-Dade County and Palm Beach County "local businesses".

The Superintendent is authorized to approve purchases from local vendors when the amount of the purchase does not exceed the Superintendent's purchasing authority prescribed in Policy 6320 and does not exceed the applicable appropriation in the District budget.

Further, the Superintendent may recommend and the Board may approve the purchase of commodities or contractual services from local vendors for an amount that exceeds the Superintendent's spending authority established in Policy 6320 when the purchase is the result of a competitive solicitation conducted in accordance with law and State Board rule, and Policy 6320.

The Board will not request documentation of, consider or give preference to a vendor based on, the vendor's social, political, or ideological interests.

Preference for Florida Businesses in Awarding Printing Contracts

When awarding a contract to have materials printed, the District shall grant a preference to the lowest responsible and responsive vendor having a principal place of business in Florida. The preference shall be five percent (5%) if the lowest bid is submitted by a vendor whose principal place of business is located outside of Florida and if the printing can be performed in Florida at a level of quality comparable to that obtainable from the vendor submitting the lowest bid located outside of Florida.

Preference for Florida Businesses in Competitive Solicitations

When the District is required to make purchases of personal property through competitive solicitation and the lowest responsible and responsive bid, proposal, or reply is by a vendor whose principal place of business is in a state or political subdivision thereof which grants a preference for the purchase of such personal property to a person whose principal

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place of business is in such state, then the District shall award a preference to the lowest responsible and responsive vendor having a principal place of business within Florida, which preference is equal to the preference granted by the state or political subdivision thereof in which the lowest responsible and responsive vendor has its principal place of business.

In a competitive solicitation in which the lowest bid is submitted by a vendor whose principal place of business is located outside of Florida and that state does not grant a preference in competitive solicitation to vendors having a principal place of business in that state, the preference to the lowest responsible and responsive vendor having a principal place of business in this Florida shall be five percent (5%).

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Legal
F.S. 283.35
F.S. 287.084
F.S. 1001.43
F.S. 1010.04
F.A.C. 6A-1.091
F.A.C. 6A-1.012

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10/13/26 SECOND READING

po6470

PAYMENT OF INVOICES

6470 - **PAYMENT OF INVOICES**

Payment of invoices shall be made by warrants or wire transfers. Authorization for such payments shall be deemed approved by the School Board if within amounts approved in the Board-adopted District department budget or amendment thereto. In cases where expenditures exceed approved purchasing limits, specific Board approval is required and shall be reflected in the Board minutes. Approval of individual warrants themselves by the Board shall not be required.

Payments for supplies, equipment, and services will be made upon receipt of invoices submitted by the vendors. Invoices will be checked and compared with receiving reports to ensure billing accuracy. The originator of the purchase order shall verify that acceptable goods were received or satisfactory services were rendered and the date of receipt. Invoices in excess of $100,000 shall be reviewed for accuracy and completeness prior to payment.

All invoices for supplies, equipment, and services will be approved for payment by a designated member of the finance department before settlement.

The finance department shall ~~promptly~~ pay all properly authorized accounts payable that are ready for payment in accordance with the Florida Local Government Prompt Payment Act or as designated in the respective contract. All warrants are to be signed by the Chair of the Board and the Superintendent. Facsimile signatures may be used.

Payments to construction contractors will comply with State law as well as the Board-approved contract.

All other professional contract payments shall be governed by the respective contract.

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Legal
F.S. 217.735
F.S. 1001.43
F.S. 1011.10
F.S. 218.73
F.S. 218.735

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F.S. 218.74
F.S. 218.75
F.S. 218.76

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10/13/26 SECOND READING

po6540

CONSULTANT AGREEMENTS

6540 - **CONSULTANT AGREEMENTS**

The Superintendent is authorized to enter into agreements with consultants to provide training and advisory services. Agreements must be signed by the consultant and approving authority prior to the performance of services. The form of said agreement shall be approved by the General Counsel and shall provide for payment to the consultant in an amount not to exceed $100,000. The Superintendent shall provide periodic reports to the School Board regarding consultant agreements approved pursuant to this policy. The report shall identify each consultant agreement with a value of $20,000 or greater and include the consultant, purpose of the agreement, and approved amount.

Travel and expenses shall be paid in accordance with Board Policy. No payment shall be made to the consultant until all services and supporting documentation have been completed.

Employees of the District, subject to the approval of the Superintendent, may provide consulting services for Management Training Institute Educational Consortium for which the Board is fiscal agent provided that:

A. such services are for the purpose of training member districts of the Consortium, excluding the School Board of Broward County, Florida;

B. the employee takes vacation or administrative leave for the period of time such consulting services are provided.

Payment for such services shall be in accordance with the preceding policy for the payment of consultants.

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Legal
F.S. 1012.22
F.S. 1012.98
F.S. 1012.985

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10/13/26 SECOND READING

po6661

PURCHASE OF INSTRUCTIONAL MATERIALS

6661 - **PURCHASE OF INSTRUCTIONAL MATERIALS** ~~**HAVE ACADEMICS REVIEW**~~

Pursuant to State law, the School Board shall purchase current instructional materials as a major tool of instruction in core courses of the appropriate subject areas of mathematics, language arts, science, social studies, reading, and literature for grades K-12.

On or before July 1 each year, the Superintendent shall certify to the Commissioner of Education the estimated allocation of state funds for instructional materials for the ensuing fiscal year.

Such purchases shall be for instructional materials included on the State-adopted list, except as otherwise provided in State law, and shall be made within the first three (3) years after the effective date of the adoption cycle.

Pursuant to State law, up to fifty percent (50%) of the amount budgeted for instructional materials may be used for:

A. The purchase of library and reference books and nonprint materials.

B. The purchase of other materials having intellectual content which assist in the instruction of a subject or course. These materials may be available in bound, unbound, kit, or package form and may consist of hardbacked or softbacked textbooks, novels, electronic content, consumables, learning laboratories, manipulatives, electronic media, computer courseware or software, and other commonly accepted instructional tools as prescribed by the Board.

C. The repair and renovation of textbooks and library books and replacements for items which were part of previously purchased instructional materials.

Any materials purchased pursuant to this policy must be:

A. free of pornography and material prohibited under F.S. 847.012;

B. suited to student needs and their ability to comprehend the material presented; and

C. appropriate for the grade level and age group for which the materials are used or made available.

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The District shall allocate remedial and supplemental instruction resources to students in the following priority:

A. students in a Voluntary Prekindergarten Education Program who have a substantial deficiency in early literacy skills and students in kindergarten through grade 3 who have a substantial deficiency in reading or the characteristics of dyslexia as determined under Board Policy;

B. students in the Voluntary Prekindergarten Education Program who have a substantial deficiency in early mathematics skills and students in kindergarten through grade 4 who have a substantial deficiency in mathematics or the characteristics of dyscalculia as determined under Board Policy; and

C. Students who fail to meet performance levels required for promotion are consistent with the Board's Student Progression Plan.

The Board requires the maximum use of instructional materials by District students.

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Former Policy 4140 - Instructional Materials

Legal
F.S. 1006.28
F.S. 1006.40
F.S. 1008.25
F.S. 1011.62(6)

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10/13/26 SECOND READING

po6685

FUNDING FOR PROMOTION, PUBLIC RELATIONS, AND HOSPITALITY

6685 - **FUNDING FOR PROMOTION, PUBLIC RELATIONS, AND HOSPITALITY**

The School Board authorizes the expenditure of funds that are derived from auxiliary enterprises and undesignated gifts, up to the limit set by the State Board of Education Regulations, for the purpose of promotion, public relations, and hospitality of business guests provided such purpose is designed to be directly beneficial to and in the best interest of the District.

Such activities may include but not be limited to:

A. activities involving graduation;

B. visiting committees;

C. orientation and work conferences;

D. recruitment of employees;

E. official meetings and receptions;

F. guest speakers; and

G. other developmental activities, awards or other types of recognition for meritorious performance.

Pursuant to State Board of Education regulations, funds from auxiliary enterprises will be defined as profits from enterprise type activities of the District, excluding food service activities, which may include, but are not limited to, vending machines, supply stores, and other internal account funds profits not specifically designated for student or school-level purposes.

Prohibitions on Expenditures

The Board prohibits the expenditure of general K-12 funds for any purchases that are not directly related to students. Any expenditures of Board funds must be authorized by law.

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Legal
F.A.C. 6A-1.0143

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10/13/26 SECOND READING

po8030

THE VALUATION OF REAL PROPERTY FOR ACQUISITION AND DISPOSAL

8030 - **THE VALUATION OF REAL PROPERTY FOR ACQUISITION AND DISPOSAL HAVE REAL ESTATE REVIEW**

~~This policy shall guide the processes for the valuation of real property that is identified for acquisition or disposal by The School Board of Broward County, Florida (SBBC)~~ . This policy establishes the Board-level requirements governing the valuation, acquisition, and disposal of real property by The School Board of Broward County, Florida (SBBC). Any such acquisition or disposal of real property shall be conducted in accordance with applicable law, rules, and School Board Policies.

~~Rules~~

1. ~~All Sites that are desired for acquisition by SBBC for the purposes of constructing a New School or Replacement School, or center, shall be reviewed by the Superintendent's Site Review Committee for the Acquisition of New Sites (hereafter referenced as "Committee") prior to being recommended for acquisition. The terms "New School", "Replacement School", "School Facility" and "Site" shall be used herein as defined in Board Policy .~~

2. ~~The purchase of a Site for a new ancillary facility or a building for an ancillary use do not require review or recommendation from the Committee but can be reviewed by the Committee upon direction by SBBC. An "Ancillary Facility" is defined as a support or administrative facility other than a school building. However, the purchase of a Site for a new Ancillary Facility or a building for an ancillary use shall be approved by SBBC. Sites for New Schools or real property identified by school district staff for purchase to expand existing school sites do not require review or recommendation from the Committee. However, the acquisition of all Sites for New Schools or Replacement Schools and/or Sites identified for Ancillary Facilities shall be subject to the rules delineated in this policy.~~

3. ~~Prior to implementing any formal process for SBBC to declare as surplus any existing school site with improvements (i.e., buildings and features) thereon, vacant land, and or ancillary facility (hereafter "Existing School Site"), the Facility Planning & Real Estate Department or succeeding department in the case of departmental name change ("FP&RE") shall consult with the Capital Budget Department to ascertain if~~

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any existing financing or contractual arrangements were utilized to purchase the Existing School Site which would prohibit its disposal.

4. Following SBBC's designation of one or more New School or Replacement School Sites; new Site for an Ancillary Facility or building in order of preference that are desired for acquisition, staff shall conduct appropriate due diligence reviews including, without limitation, obtaining appraisals, a perimeter survey of the property, environmental audit reports, geotechnical studies, traffic studies if necessary, and other engineering studies as required.

5. If the real property is valued between $100,000 and $500,000, FP&RE shall obtain at least one (1) appraisal, by an approved appraiser, for each purchase of a Site for a New School, Replacement School, or building, or the disposal of surplus real property. For each purchase or disposal of surplus real property in excess of $500,000, twoappraisals must be obtained (See Section 1013.14 (1) (b), Florida Statutes). If the values as determined by two appraisals differ in value by twenty-five (25%) for real properties valued at less than $2,000,000 or differ by $500,000 for real properties valued at $2,000,000 or more, FP&RE shall obtain a third appraisal.

6. Upon its review of the appraisals, FP&RE will schedule a meeting of the Negotiation Parameters Committee ("NPC"), where the obtained appraisals shall be presented to the NPC for its deliberations, consideration, and vote to establish the minimum and maximum offer price for a new Site or for buildings desired for SBBC acquisition, or the minimum asking price for the disposal of SBBC-owned real property that is surplus or slated for surplus.

7. NPC membership shall consist of the Chief Facilities Officer; the Treasurer; the Chief of Staff, Office of the Superintendent; the Director of Capital Budget, the Director Procurement & Warehousing Department, or their appointed designees In the scenario where the title(s) of a position or positions listed herein changes, the new title(s) regarding the affected position(s) will be recognized as such, and persons occupying such position(s), bearing the new title(s), and performing the duties, shall be recognized and continue to be a member of the NPC.

8. The NPC shall elect one of its members as chairperson of the NPC, and another member as vice chairperson. The chairperson shall preside over all NPC meetings, and in the chairperson's absence, the vice chairperson shall preside over the NPC meetings. The chairperson and the vice chairperson shall serve one-year terms. Also, the chairperson and the vice chairperson may be reelected for an additional one-year term for a maximum total of two (2) terms from the date of their initial election.

9. FP&RE shall conduct all real estate due diligence regarding the real property identified for acquisition or disposal. Thereafter, the Director of FP&RE will provide the NPC with all pertinent real estate information and data (including appraisals

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~~conducted for each subject property). Subsequent to deliberations, the NPC shall establish, a beginning offer, and a maximum not-to-exceed offer for each real property, which shall be utilized in negotiations regarding a Site for a New School, Replacement School, new Site for Ancillary Facility, or building identified for acquisition. Subsequent to deliberations, the NPC shall establish the minimum asking price for each real property that is slated for disposal. A majority of the NPC members or their designees shall constitute a quorum in all NPC meetings for the transaction of the NPC's business. For the purpose of this policy, a majority shall be comprised of at least 3 members of the NPC committee.~~

10. ~~The FP&RE Director shall lead all negotiations regarding real properties slated for acquisition or disposition. Prior to commencing negotiations for the real property, the Chairperson of the NPC shall inform the Superintendent of Schools of the beginning offer and a maximum not-to-exceed offer that have been recommended by the NPC for each Site for a New School or Replacement School, new Site for an Ancillary Facility, or building identified for acquisition. If the Superintendent agrees with the parameters established by the NPC, the Director, FP&RE Department or SD, shall commence negotiations utilizing the NPC established parameters. If the Superintendent of Schools disagrees with the parameters established by the NPC, the Superintendent of Schools shall inform the chairperson and the chairperson shall convene another meeting of the NPC to further deliberate and establish a revised beginning offer and a maximum not-to-exceed offer for the real property.~~

11. ~~The Chairperson of the NPC shall inform the Superintendent about N P C's recommended purchase price for any real property before it is disclosed to the real property buyer or seller. If the Superintendent of Schools concurs with the price recommended by NPC, the Superintendent of Schools shall affirm his or her approval by signing the Real Estate Acquisition Negotiation Form that was executed by the NPC and submitted to the Superintendent. Thereafter, the offer price may be disclosed to the seller of the real property and after acceptance by the same, FP&RE shall schedule an agenda item which recommends the accepted price for the real property for SBBC's consideration. However, if the Superintendent of Schools disagrees with NPC's recommended offer price, the Superintendent shall direct the NPC to reconvene, deliberate, and recommend a revised offer price for the real property; and thereafter, if satisfied with NPC's new recommendation, direct that the offer price be disclosed to the seller; additionally, if necessary, to continue negotiations until an acceptable price to purchase the real property is reached with the seller.~~

12. ~~The NPC chairperson shall inform the Superintendent about the NPC's recommended minimum asking price for the real property identified for sale before the real property is advised for sale or offered to a buyer designated by the Superintendent. If the Superintendent of Schools concurs with the NPC's recommended minimum asking price, the Superintendent of Schools shall affirm his or her approval by signing the Real Estate Disposal Negotiation Form executed by~~

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the NPC and submitted to the Superintendent of Schools. Thereafter, the real property can be advertised for sale or offered to the designated buyer. If the Superintendent of Schools disagrees with the NPC's recommended minimum asking price recommended, the Superintendent shall direct the NPC to reconvene, deliberate, and recommend a new minimum asking price for the real property; and thereafter, if satisfied with NPC's new recommendation, the Superintendent shall direct that the real property be advertised for sale or offered to the designated buyer.

13. Any sale to a designated buyer shall proceed only if the Superintendent of Schools notifies school district staff that SBBC agrees that the real property can be offered solely to the designated buyer.

14. Every appraisal, offer, and counteroffer must be in writing and is exempt from a public records request under the provisions of Section 119.07(1), Florida Statutes, until thirty (30) calendar days before a purchase contract is considered by SBBC. (See Section 1013.14(1)(a), Florida Statutes). Consistent with the preceding provision, the FP&RE Director and pertinent school district staff shall conduct arm's length negotiations regarding the acquisition and disposal of any real property.

15. If a property owner is represented by someone other than a licensed real estate professional, a power of attorney will be obtained.

16. Besides the requirements contained in this policy, school district staff shall conduct all necessary due diligence in accordance with any applicable laws, rules, School Board policies, and local ordinances during SBBC's efforts to purchase a Site for the expansion of an existing school or center, to construct a New School, Replacement School, or an Ancillary Facility, or to acquire a building for an Ancillary Facility.

17. In order to identify possible voting or prohibited conflicts, School Board Members shall be furnished on all real estate acquisitions with a list of all the owners of the subject real property or real properties recommended for acquisition. If a corporation or partnership is the owner, the seller shall furnish the names of its partners or the names of its officers, its directors, and any stockholders holding ten percent (10%) or more of its corporate shares. When a real property is owned by a trustee, the names of the beneficiaries of the trust shall be listed.

18. The School Board Members , school district staff involved with any active purchases or disposal of real property, and members of the NPC must disclose any direct or indirect business associations they have, or their spouses or children have, with any party involved with any real estate purchases and disposal. (See Section 112.313 (3), Florida Statutes).

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19. ~~Any known significant impediments pertaining to the intended use of a real property(Site to expand an existing school, Site to construct a new Ancillary Facility, or an existing building for an Ancillary Facility) being acquired or transferred by SBBC shall be brought to SBBC's attention prior to SBBC's approval of the recommended real estate agreement.~~

20. ~~All purchases of real property costing over $250,000, and all land or building purchases regarding the same in the excess of $500,000, for a Site to expand an existing school, a Site to construct a new Ancillary Facility or an existing building for an Ancillary Facility must be brought before SBBC for consideration on an open agenda and cannot be passed on a consent agenda. An extraordinary vote (one (1) vote more than the majority of the voting body) of SBBC is required when the agreed upon asking price for a real estate purchase exceeds the average appraisal values. (See Section 1013.14(1)(b), Florida Statutes).~~

21. ~~All agreements pertaining to the sale of SBBC-owned surplus real properties must be brought before SBBC for consideration on an open agenda and cannot be passed on a consent agenda.~~

22. 1. Compliance and Authority. The acquisition and disposal of real property shall be conducted in accordance with applicable federal, state, and local law, State Board of Education rules, and School Board policies. The Superintendent shall establish and maintain administrative procedures necessary to implement this policy.

2. Due Diligence. Before recommending the acquisition or disposal of real property to SBBC, District staff shall conduct appropriate due diligence reasonably necessary for the proposed transaction, including review of applicable financing or contractual restrictions and such surveys, environmental reviews, engineering studies, title matters, or other investigations as appropriate to the property and transaction.

3. Appraisals. If the real property is valued between $100,000 and $500,000, FP&RE shall obtain the District shall obtain at least one (1) appraisal, by an approved appraiser, for each purchase of a Site for a New School, Replacement School, or building, or the disposal of surplus real property. For each purchase or disposal of surplus real property in excess of $500,000, two appraisals must be obtained. If the values as determined by two appraisals differ in value by twenty-five percent (25%) for real properties valued at less than $2,000,000 or differ by $500,000 for real properties valued at $2,000,000 or more, the District shall obtain a third appraisal. See § 1013.14(1)(b), Florida Statutes.

4. Negotiations. District staff shall conduct arm's-length negotiations for the acquisition or disposal of real property within negotiation parameters established in accordance with administrative procedures approved by the Superintendent. The specific internal routing, committee structure, forms, and sequencing of

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negotiations shall be governed by administrative procedure rather than Board policy.

5. Confidentiality of Appraisals and Offers. Every appraisal, offer, and counteroffer must be in writing and is exempt from a public records request under the provisions of Section 119.07(1), Florida Statutes, until thirty (30) calendar days before a purchase contract is considered by SBBC. See § 1013.14(1)(a), Florida Statutes.

6. Additional Legal Requirements. District staff shall comply with all other applicable legal requirements governing the proposed acquisition or disposal.

7. Conflict Disclosures. For real estate acquisitions presented to SBBC, School Board Members shall be furnished with information reasonably necessary to identify possible voting or prohibited conflicts, including ownership information required by applicable law. School Board Members and District employees involved in an active acquisition or disposal shall disclose conflicts or prohibited business relationships as required by law, including § 112.313, Florida Statutes.

8. Material Impediments. Any known significant impediments pertaining to the intended use of real property being acquired or transferred by SBBC shall be brought to SBBC's attention before SBBC approves the applicable real estate agreement.

9. Board Approval. Real property transactions shall be presented to SBBC for approval when required by law or Board policy. Purchases and dispositions shall be placed on an open agenda when required by applicable law or Board policy. Any extraordinary vote required by § 1013.14(1)(b), Florida Statutes, shall be obtained when applicable.

Legal

F.S. 120.536

F.S. 1001. 30

F.S. 1001.32

F.S. 1001. 40

F.S. 1001.41(1), (2), (4) and (11)

F.S. 1001.42, 1001.43

F.S. 1013.14(1)(a) and (b)

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Policy 3800

PURCHASING POLICY

This policy is adopted to exercise the authority conferred upon The School Board by applicable laws and rules regarding the processes by which it procures commodities and services required for the operation of the school district.

In many instances, these laws require that commodities and services be procured through competitive solicitations for the protection of the public. Competitive solicitations create a means by which goods or services required by the school district may generally be acquired at the lowest possible cost. The competitive solicitation system confers reciprocal benefits upon both the proposer and the school district and exacts reciprocal obligations from each of them. The proposer is assured fair consideration of its offer and is awarded a contract if it is the lowest responsive responsible bidder or if it is the highest ranked responsive, responsible proposer with whom successful negotiations can be had and an award meets the needs of the school district. The principal benefit flowing to the school district authority is the opportunity to purchase the goods and services required by it at the best price obtainable or from the highest-ranked responsive, responsible proposer with whom successful negotiations can be had. Under this system, the public authority may not arbitrarily or capriciously discriminate between bidders or make the award on the basis of personal preference. Except as otherwise provided by applicable law or rule, the contract award must be made to the lowest responsive responsible bidder or to the highest ranked responsive, responsible proposer with whom successful negotiations can be had, or all bids or proposals must be rejected.

The Florida Legislature and the Florida Board of Education have also enacted laws and adopted rules that recognize that there are some instances in which the character of the commodities or services required or the circumstances present render competitive bidding impractical. In such instances, The School Board's governing laws and rules authorize it to procure such commodities and services through alternate means that are exempt from the requirement of competitive solicitations.

This policy sets forth The School Board's exercise of its authority under its governing laws and rules to procure commodities and services required for the operation of the school district through competitive solicitations or by available alternative means and exemptions.

I. DEFINITIONS
II. DELEGATION OF AUTHORITY
III. PROCUREMENT OF COMMODITIES AND CONTRACTUAL SERVICES
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I. DEFINITIONS

"Competitive Solicitation": In accordance with Section 6A-1.012(1)(a), F.A.C., the term "competitive solicitation" shall be defined for the purposes of this policy as purchasing made through the issuance of an invitation to bid, request for proposals, or an invitation to negotiate. Competitive solicitations are not required for purchases made through the pool purchase provisions of Section 1006.27, Florida Statutes, or under any available exemptions or alternatives permitted under applicable law or rules, including, without limitation, Section 6A-1.012, F.A.C., and this policy.

"Invitation to Bid": 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.

"Invitation to Negotiate": In accordance with Section 6A-1.012(1)(c), F.A.C., the term "invitation to negotiate" shall be defined for the purposes of this policy as a written solicitation for competitive sealed replies to select one or more vendors with which to commence negotiations for the procurement of commodities or contractual services. An invitation to negotiate is used when The School Board determines that negotiations may be necessary for it to receive the best value. A written competitive solicitation includes a publicly posted invitation to negotiate.

"Lobbying": The term "lobbying," as defined in Policy 1100B, shall have the same definition for this policy.

"Lobbyist": The term "lobbyist," as defined in Policy 1100B, shall have the same definition for this policy.

"Principal": The term "principal" is defined for the purposes of this policy with regard to lobbyist activities as an individual, firm, corporation, or other business entity that has employed or retained the services of a lobbyist or which stands to benefit from the lobbying activities of a lobbyist. In all contexts within this policy other than those dealing with lobbying, the term "principal" shall refer to a school-based administrator.

"Proposer": In accordance with Section 6A-1.012(1)(d), F.A.C., the term "proposer" shall be defined for the purposes of this policy to include those vendors submitting bids or responses to a competitive solicitation.

"Request for Proposals": In accordance with Section 6A-1.012(1)(e), F.A.C., the term "request for proposals" shall be defined for the purposes of this policy as a written solicitation for competitive sealed proposals. A request for proposals is used when it is not practicable for the school district to specifically define the scope of work for which the commodity, group of commodities, or contractual service is required and when the district school board is requesting that a responsible vendor propose a commodity, group of commodities, or contractual service to meet the specifications of the solicitation document. A written competitive solicitation includes a request for proposals that is publicly posted.

"Superintendent": The term "Superintendent" shall be defined for the purposes of this policy to mean the Superintendent of Schools or her/his designee(s), including, but not limited to, the Chief Operations Officer, Executive Director of Operations, and the Director of Procurement and Warehousing Services.

II. DELEGATION OF AUTHORITY

As set forth below, The School Board has delegated limited authority to the Superintendent or his/her designee(s), including the Director of Procurement and Warehousing Services, Department Heads or Directors, and School Principals relating to the purchase of commodities and contractual services for the school district in compliance with applicable federal and state laws, Florida Board of Education Rules, School Board Policies, and administrative rules. Authority for any purchases not specifically delegated to the Superintendent or his/her designee(s), the Director of Procurement and Warehousing Services, Department Heads or Directors, or School Principals must be approved in advance by The School Board.

Multi-Year Agreements - While multi-year agreements may be recommended when they are administratively determined to be advantageous to the school district, only The School Board has the authority to enter into multi-year agreements, regardless of value, and to obligate funds based on budget appropriation approval. All agreements in excess of one (1) year in duration must contain a provision that allows The School Board to terminate the obligation upon a prescribed number of days advance written notice.

Prohibited Unauthorized Purchases: Pursuant to Section 6A-1.012(2), F.A.C., no person, unless specifically authorized to purchase commodities or contractual services under School Board policies, may make any purchase or enter any contract involving the use of school or school district funds. Payment for any unauthorized purchase shall be the personal responsibility by the person(s) involved in placing the unauthorized order.

Renewals on Existing Contracts:

On a contract that was approved by The School Board with renewal options, the Superintendent and his/her designee, the Director of Procurement and Warehousing Services, may renew the contract with the original budgeted yearly contract spend without School Board's approval the contract is administratively determined to be of an economic advantage to the school district.

Administrative Purchasing Procedures: The School Board authorizes the Superintendent to establish procedures and to designate the authority necessary for school district staff to implement this policy. In addition, wherever this policy mentions procedures to be established or implemented by the Superintendent, certain internal operational procedures and guidelines may be set administratively forth in manuals and related documentation where appropriate.

Delegation of Contract Authority to Superintendent: Pursuant to Section 6A-1.012(2), F.A.C., The School Board delegates to the Superintendent or her/his predetermined designee(s) the authority to execute contracts for purchases of commodities or services up to $500,000 or below, provided that such contracts have been reviewed and approved as to form and legal content by the Office of the General Counsel and do not contain provisions that necessitate School Board approval or that exceed the applicable appropriation in the school district budget. Pursuant to Section 6A-1.012(4),(5),(6) F.A.C., the Superintendent is authorized to purchase commodities or contractual services up to $500,000 or below under Department of Management Services state term contracts, purchases from contracts of other Broward County agencies, purchases at or below the specified prices from competitively solicited contracts awarded by other city or county governmental agencies, other district school boards, regional consortium service organizations, community colleges, federal agencies, the public or governmental agencies of any state, or from state university system cooperative bid agreements, and any purchase where competitive solicitation is waived as authorized by Section 1010.04(4)(a), F.S., provided that such contracts have been reviewed and approved as to form and legal content by the Office of the General Counsel and do not contain provisions that necessitate School Board approval or that exceed the applicable appropriation in the school district budget.

Specifications for Commodities and Services: Pursuant to Section 6A-1.012(3), F.A.C., the Superintendent shall, insofar as possible, propose standards and specifications before making any purchase of commodities or services for which the Superintendent is authorized by The School Board to make or before recommending any purchase to The School Board. The Superintendent shall ensure that the resultant purchase or contract conforms to those standards and specifications and shall take such other steps as are necessary to see that the maximum value is being received by the school district for any purchase. Specifications for any commodity may be limited to a specific brand or product when necessary to supplement existing school district installations or for purposes of standardization. However, specifications that exceed industry standards for the product's intended use must be justified in writing by the requesting school district department or facility and authorized by the Superintendent's direct reports.

II(b). Superintendent's Delegate(s)

i. The School Board delegates authority to the Superintendent or his/her designee, specifically the Chief Operations Officer, Executive Director, Operations, and to the Director, Procurement and Warehousing Services to:
   a. approve purchases for departments and schools for professional services in an amount in excess of five thousand dollars ($5,000) and up to fifty thousand dollars ($50,000);
   b. waive the requirement for three (3) written quotations on purchases from $5,000 to $50,000;

c. except where specifically set forth herein and excluding professional services, to approve purchases for commodities and contractual services arising out of any competitive solicitation or alternate source contract made in accordance with The School Board's governing laws, rules, and policies, up to five hundred thousand ($500,000) per vendor per fiscal year for any awarded contract. A monthly report of such purchases must be provided to The School Board.

d. recommend the rejection of any or all proposals, responses, bids, or replies to any competitive solicitation and, after approval by The School Board, thereafter, re-advertise or purchase the required commodities or contractual services in any manner authorized by The School Board's governing laws, rules, and policies; and

e. approve purchases of the following commodities and contractual services without limitation as to the amount:

i. Emergency purchases as defined in Section 6A-1.012(12)(e), F.A.C.;

ii. Purchases of regulated utilities or government-franchised services pursuant to Section 6A-1.012(12)(g), F.A.C.;

iii. Publication of public notices in newspapers at the rates specified by Section 50.061, Florida Statutes, unless lower rates are established by a competitive solicitation awarded by The School Board;

iv. subscription services that are exempt from competitive solicitation;

v. professional association fees or membership dues for educational or non-profit organizations that serve the needs of the school district;

vi. For professional or other organizations that do not accept institutional memberships, the Superintendent may authorize the use of school district funds for the payment of individual membership dues when such membership is essential to the job duties and responsibilities of a school district employee.

vii. Fees charged by the Florida Department of Law Enforcement for screenings of employees and vendors;

viii. travel expenditures and reimbursements in compliance with School Board Policy 3400, 3401, and 4007 and Chapter 112, Florida Statutes; and

ix. postage.

ii. Pursuant to the previous paragraph, the Superintendent delegates their purchasing authority up to $250,000 per purchase for the Chief Operations Officer, $100,000 per purchase for the Executive Director, Operations, and $50,000 per purchase for the Director of Procurement and Warehousing Services.

iii. The Superintendent transfers his purchasing authority to his designee when the Superintendent establishes in writing who the designee is and for how long they will serve as the Superintendent's designee.

District Purchasing Forms: Except for such forms that are required to be adopted through a School Board policy by Section 120.52(16), Florida Statutes, the Superintendent's designees are authorized to prepare and distribute any forms that are necessary to carry out the provisions of this policy and such forms are considered to be official components of the school district's purchasing procedures. Whenever permitted, staff will use electronic signatures.

Annual Report of P-Card Transactions: The Superintendent or designee shall furnish The School Board with an annual report of school district P-Card transactions, by December 1st. The report shall include the vendor name, dollar amount, description of the service or good, address, and the principal.

II(c). Director of Procurement and Warehousing Services

The School Board designates the Procurement and Warehousing Services Department as the school district's official purchasing agent. Accordingly, authority is delegated to the Director of Procurement and Warehousing Services to:

a. coordinate with the school district's user departments to select the most appropriate and cost-effective purchasing method of contract procurement, including competitive solicitations, direct negotiations, and/or methods that will allow the school district to take advantage of value discounts and special pricing agreements, where appropriate;
b. coordinate with the school district's user departments the evaluation criteria for procuring commodities and contractual services, including any preference required or allowable by law, rule, or School Board policy;
c. oversee the competitive solicitation process in collaboration with the school district end-users to include receipt of formal information through Requests for Information when needed; create the competitive solicitation document including the school district user department's approved specifications, terms, and conditions; coordinate the end user's selection of evaluation committee members; and receive, open, tabulate, and evaluate proposals, responses, bids, and replies in accordance with the applicable provisions of law, rules, School Board policies, and the competitive solicitation;
d. receive and process any and all notices of protest and formal written protests for the purpose of determining whether the notices or written protests are timely and have a timely and properly posted bond; forward any and all notices of protest and formal written protests for review by the Office of General Counsel; schedule and provide an opportunity to resolve a protest by mutual agreement between the parties pursuant to Section 120.57(3)(d). Florida Statutes;
e. approve and issue purchase orders for purchases made in accordance with The School Board's applicable laws, rules, and School Board policies;
f. track School Board-awarded contracts to ensure that the amount of funds encumbered by purchase orders does not exceed the budgeted funds approved by The School Board;
g. coordinate the end-user department's negotiations with vendors when appropriate;
h. coordinate the P-Card Program;
i. oversee the management of the Central Warehouse;
j. approve and issue purchase orders for Direct Material Purchases for the purpose of tax savings as allowed by Section 12A-1.094, Florida Administrative Code.
k. The Director of Procurement and Warehousing Services shall provide prior written notice to the Office of the Chief Auditor of any evaluation committee meeting during which any matter relating to commodities or contractual services will be discussed.

l. Review opportunities in the marketplace to obtain additional cost savings from contracts currently awarded or approved by the School Board.

II(d). Principals and Department Heads or Directors

Principals and Department Heads or Directors: All requests for commodities or services will originate at the school/department level. As a result, the school principal or department director is responsible and accountable for ensuring that all commodities and services address the business needs of the school or department and that the use of the commodities or services complies with all applicable laws, rules, and School Board policies. In addition, school principals and department directors or their designees are responsible for the storage of backup documentation, including but not limited to vendor invoices, packaging slips, good receipts, etc., and validating that the school or department received the commodities or contractual services for which they were billed. Discrepancies with prices for goods received or services rendered shall be handled between the ordering school/department and the vendor. However, the school or department may seek the advice and guidance of other departments in the event of a vendor dispute.

Hierarchy of Purchases of Awarded Commodities or Services: Principals and Department Heads or Directors ("Requestor(s)") shall first attempt to procure commodities that are stocked in the school district's warehouse. If the Requestor would like to purchase contract services or a commodity not currently available at the school's district warehouse, the Requestor shall use a current contract awarded by The School Board or its designee to an approved vendor. If extenuating circumstances exist that require deviation from this process, the reason for any requested alternative from this procedure must be fully justified and documented by the requesting principal, department head, or director and be approved by The School Board or by the Superintendent's authorized designee in advance of any purchase. The Requestor must maintain the documentation in support of the requested alternative product for audit purposes. This requirement applies to all purchases of services or commodities from any funding source.

Purchases up to $5,000 pursuant to Rule 6A-1.012(7): For purchases that do not exceed $5,000, The School Board, the Superintendent or his/her designee, Department Heads or Directors, and/or School Principals may make and/or approve purchases of the commodities and contractual services in compliance with applicable law; rules, and, School Board policies. Competitive quotes for such purchases shall be requested from three (3) or more sources for commodities and contractual services when requisitioning any item or group of similar items exceeding five thousand dollars ($5,000) except as exempted by applicable law, rules or the School Board policies.

Request for Commodities and Contractual Services: Principals and Department Heads shall submit a formal request for any desired commodities or contractual services in excess of $50,000 that are not under a current school district contract and complete any forms required by the Procurement and Warehousing Services Department.

III. PROCUREMENT OF COMMODITIES AND CONTRACTUAL SERVICES

A. Purchases Below $50,000.

Purchases of Similar Commodities or Services: Whenever possible, purchases of the same commodities or services should be combined by the requesting school district user department for competitive solicitation. Pursuant to Section 6A-1.012(7), F.A.C., orders

may not be divided to avoid applicable requirements for competitive solicitation of commodities or services. Multiple orders or split invoicing shall not be used to circumvent such requirements.

Purchases of Commodities and Services under $5,000: Quotations or solicitations are not required to procure commodities and services under $5,000 that are not currently available from a contract awarded or approved for use by The School Board. A requisition or Purchasing Card (P-Card) shall be utilized for purchases of goods or services included in a contract awarded or approved for use by The School Board and for any expenditure permitted by an approved School Board agenda item. Vendors of catalog goods shall be requested in competitive solicitations and awarded contracts to permit individual district schools or departments to make purchases of any awarded goods at a lower price from other vendors if the individual school/department's total purchase order is less than $5,000. When necessary, a confirming purchase order shall only be placed with a vendor by the Procurement and Warehousing Services Department after receiving an approved requisition. Departments shall not solicit vendors to render any commodities or services without an issued and approved purchase order or P-Card purchase. Small Business Enterprise (SBE) vendor participation will be strongly encouraged in this category of purchases.

Solicitation of Quotes for Purchases from $5,000 to $50,000: Purchases of commodities and services from $5,000 to $50,000 which are not currently available from a contract awarded or approved for use by The School Board requires school district staff to obtain and submit written quotations from a minimum of three (3) suppliers of the desired commodities or services unless the purchase is subject to an exemption or alternative under applicable law, rule, or School Board policy. At least one (1) certified Small Business Enterprise (SBE) vendor will be contacted for the procurement of commodities or services from the Economic Development and Diversity Compliance Certification Directory.

B. Competitive Solicitations

Competitive Solicitations for Purchases of $50,000 or Greater: Except as otherwise authorized by law or rule, competitive solicitations shall be requested from three (3) or more sources for any authorized commodities or services to the amount established in Section 6A-1.012(7), F.A.C. [This amount is currently $50,000]. The procurement of required commodities or services may not be divided to avoid this monetary threshold requirement. Any exemptions or alternatives to competitive solicitations that are permitted by applicable law, rule, or policy may be considered for the purchases of commodities or services if doing so is administratively determined to be in the best interest of The School Board. Except as otherwise provided by law, School Board Members shall not serve as members of a school district procurement selection or competitive solicitation evaluation committee (please see Rule 6.0 of School Board Policy 1007 – Ethics Code for School Board Members).

Invitations to Bid (ITB) – Acceptance of Responses: In the submittal of bids in response to an Invitation to Bid, The School Board may accept the proposal of the lowest responsive, responsible proposer. In the alternative, The School Board may also choose to award contracts to the lowest responsive, responsible bidder as the primary awardee of a contract and to the next lowest responsive, responsible bidder(s) as alternate awardees, from whom commodities or contractual services would be purchased should the primary

awardee become unable to provide all of the commodities or contractual services required by The School Board during the term of the contract. When an Invitation to Bid has both a primary and alternate awardee and the primary awardee is unable to perform during the term of the contract, The Procurement and Warehousing Services Department will negotiate with the alternate awardee seeking to obtain the same or lower unit prices as those submitted by the primary awardee. Nothing herein is meant to preclude The School Board from making multiple awards to the lowest responsive and responsible bidders when the intent to make such multiple awards is clearly stated in the bid solicitation documents.

Requests for Proposals (RFP) – Number of Awardees: In the submittal of responses to Requests for Proposals, The School Board may award contracts to one (1) or more responsive, responsible proposers in accordance with the selection criteria published in the Request for Proposal. The School Board is not required to request proposals for purchases made from contracts of the Department of Management Services as referenced in subsections (2) and (5) of 6A-1.012, Florida Administrative Code.

Invitation To Negotiate: When procurement for commodities and contractual services exceeding the amount established in Rule 6A-1.012(7), Florida Administrative Code, is not practicable by an Invitation to Bid or a Request For Proposal, the Superintendent or his/her designee may solicit competitive sealed replies to determine the best method for achieving specific goals or solving a particular problem and select one or more vendors with which The School Board's authorized designee may negotiate a contract in order to receive the best value based upon objective factors that may include but are not limited to price, quality, design, and workmanship.

Rejection of Competitive Solicitations: The School Board shall have the authority to reject any or all bids or proposals submitted in response to any competitive solicitation, to request new proposals, or to purchase the required commodities or contractual services in any other manner authorized by Section 6A-1.012 F.A.C.

C. Alternative Sourcing

Purchases from Contracts of Other Broward County Agencies: Subject to conformance to the standards and specifications prescribed by the Superintendent and provided that such purchases are to SBBC's economic advantage, the school district has the option pursuant to Section 6A-1.012(4), F.A.C., to purchase commodities and services of the items of purchase under any current contracts that have been established by a public agency within Broward County through that agency's purchasing agent and at or below the unit prices awarded by that agency.

Purchases from State Term Contracts: Pursuant to Section 1001.42(12)(j), Florida Statutes, and Section 6A-1.012(2) and (5), F.A.C., The School Board shall receive and consider the prices available to it under rules of the Florida Department of Management Services, Division of Purchasing. The Procurement and Warehousing Services Department may use prices established by the Florida Division of Purchasing through its state purchasing agreement price schedule, and the conditions for the prices' use shall be materially the same as those imposed on state agencies. Purchases of services under this paragraph in the amount of $500,000 or above require School Board approval.

Alternative ("Piggyback") Purchases: Pursuant to Section 6A-1.012(6), F.A.C., and Section 1001.451, Florida Statutes, in lieu of requesting competitive solicitations from three (3) or more sources, The School Board may make alternative ("piggyback") purchases at or below the specified prices from competitively solicited contracts awarded by other city or county governmental agencies, other district school boards, regional consortium service organizations, community colleges, federal agencies, the public or governmental agencies of any state, or from state university system cooperative bid agreements. In order to exercise this authority, the proposer awarded a contract by another entity listed above must agree to permit The School Board to make alternative ("piggyback") purchases upon terms, conditions, and prices (or below such prices) that are materially the same as those that were competitively awarded through the other entity's contract, and the school district has determined such alternative ("piggyback") purchases to be of economic advantage. Purchases of services under this paragraph in the amount of $500,000 or above require School Board approval.

D. Competitive Solicitation Not Required (Exemptions)

The requirement for requesting competitive solicitations for commodities or contractual services from three (3) or more sources is hereby waived as authorized by Section 1010.04(4)(a), F.S., for:

Professional Services: Pursuant to Section 6A-1.012(11)(a), F.A.C., competitive solicitations are not required for the purchase of professional services including, without limitation, artistic services; academic program reviews; lectures by individuals; auditing services not subject to Section 218.391, Florida Statutes, legal services, including an attorney, paralegal, expert witness, court reporting, appraisal or mediator services; and health services involving examination, diagnosis, treatment, prevention, medical consultation or administration.

Educational Services and Copyright Materials: Pursuant to Section 6A-1.012(11)(b), F.A.C., competitive solicitations are not required for the purchase of educational services and any type of copyrighted materials, including, without limitation, educational tests, textbooks, printed instructional materials, computer software, films, filmstrips, videotapes, DVDs, disc or tape recordings, digital recordings, or similar audio-visual materials, and for library and reference books, and printed library cards where such materials are purchased directly from the producer or publisher, the owner of the copyright, and exclusive agent within the state, a governmental agency, or a recognized educational institution.

Instructional Materials: Pursuant to Section 6A-1.012(11)(b), F.A.C. competitive solicitations or prior School Board approval is not required for the purchase of instructional materials from a state-authorized book depository or for instructional materials. The School Board may implement an adaptive instructional materials program pursuant to Sections 1006.283 & 1006.40, Florida Statutes.

E. Competitive Solicitation Not Required

No Responsive Proposals Received for a Competitive Solicitation: Pursuant to Section 1010.04(4)(a), Florida Statutes, and Section 6A-1.012(12), F.A.C., competitive

solicitations for commodities and services are not required when the following conditions have been met by the school district:

a. Competitive solicitations have been requested by the school district in the manner prescribed by its governing laws, rules, and policies;
b. The school district administration has made a finding that no valid or acceptable firm proposal has been received within the prescribed time. When such a finding has been posted, school district staff may enter into negotiations with suppliers of such commodities and services for contracts with such vendors under whatever terms and conditions are in The School Board's best interests and

Only One Proposer on a Competitive Solicitation: Pursuant to Section 6A-1.012(12)(c), F.A.C., if less than two (2) responsive proposals for a commodity or service are received, the school district may negotiate with the sole responsive proposer upon the best available terms and conditions or may decide to reject all proposals. To consider the negotiation of a contract with the sole responsive proposer, the school district shall first document the reasons that negotiating terms and conditions with the sole responsive proposer is in the school district's best interest of the school district in lieu of re-soliciting proposals. Since any contracts arising under a competitive solicitation process require School Board approval, any contracts awarded under this paragraph must be placed upon a School Board agenda for approval and are not within the scope of contract authority delegated to the Superintendent and her/his designees under this policy.

Single Source Commodities or Services: Pursuant to Section 6A-1.012(12)(d), F.A.C., competitive solicitations are not required for commodities or services that are only available from a single source. When the school district believes that a commodity or service is only available from a single source, the Procurement and Warehousing Services Department shall electronically post a description of the commodities or contractual services sought for a period of at least seven (7) business days. The calculation of business days under this paragraph shall exclude Saturdays, Sundays, and days during which the school district administration is closed. The electronically posted description must include a request that prospective vendors provide information regarding their ability to supply the commodities or contractual services described. If the district school board determines in writing, after reviewing any information received from prospective vendors, that the commodities or contractual services are only available from a single source, the school district shall electronically post in the manner specified in Section 120.57(3), Florida Statutes, a notice of its intended decision to enter into a single source contract and may negotiate on the best available terms and conditions with the single-source vendor. Purchases of services under this paragraph in the amount of $500,000 or above require School Board approval.

Emergency Purchases: Pursuant to Section 6A-1.012(12)(e), F.A.C., the requirement for competitive solicitations is waived for the emergency purchase of commodities or services when the Superintendent determines, in writing, that an immediate danger to the public health safety or welfare or other substantial loss to the school district requires emergency action. After the Superintendent makes such a written determination, the school district may proceed without requesting competitive solicitations with the procurement of those commodities or contractual services that are necessitated by the immediate danger. However, the school district must obtain pricing information from at least two (2) prospective vendors prior to making such an emergency purchase, and those price

quotations must be retained in the contract file unless the Superintendent determines in writing that the time required to obtain pricing information will increase the immediate danger to the public health safety or welfare or cause the school district to sustain other substantial loss. Subsequent to the emergency circumstances, written notification of the emergency purchase shall be submitted to The School Board.

Government/Grant Prescribed Vendors and Rates: Pursuant to Section 6A-1.012(12)(f), F.A.C., competitive solicitations are not required to award a contract for commodities or services if state or federal law, a grant, or a state or federal agency contract prescribes with whom The School Board must contract or if the rate of payment is established during the appropriations process.

Regulated Utilities and Government Franchised Services: Pursuant to Section 6A-1.012(12)(g), F.A.C., competitive solicitations are not required to award a contract for regulated utilities or government franchised services.

Technology Purchases: 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.

1. **Maintenance/Service/Warranty**. Pursuant to Section 6A-1.012(12)(d), F.A.C., The School Board or its designee may award contracts for maintenance and/or service contracts on various types of technical equipment that are offered and/or supplied only by the original manufacturer or its representative or that are required to maintain the integrity of the manufacturer's warranty, or that are part of the manufacturer's rental/lease/lease-purchase agreement terms and conditions.
2. **Implementation, programming, or training services available from the owner of copyrighted software or its agent**. Pursuant to Section 6A-1.012(11)(b), F.A.C., The School Board or its designee may award contracts to the owner of copyrighted software or its agent for implementation, programming, or training services.

Methods of Procurement – Risk Management & Benefits: Except as otherwise required by law, The School Board is authorized by Section 6A-1.012(15), F.A.C., to purchase insurance, enter into risk management programs, or contract with third-party administrators through the competitive solicitation process or by direct negotiations and contract.

F. Competitive Solicitation not required (Board Approval)

In addition to waivers of competitive solicitation for commodities and services exempt by statute or rule, The School Board hereby waives the requirements for competitive solicitations for the commodities and services below:

1) Services provided to persons with mental or physical disabilities by not-for-profit corporations organized under the provisions of s. 501(c)(3) of the Internal Revenue Code or services governed by the provisions of the Office of Management and

Budget Circular A-122.

2) Medicaid services delivered to an eligible Medicaid recipient by a healthcare provider who has not previously applied for and received a Medicaid provider number from the Department of Children and Family Services. This exception will be valid for a period not to exceed ninety (90) calendar days after the date of delivery to the Medicaid recipient and shall not be renewed.
3) Family placement services.
4) Training and continuing education events or programs that are offered to the general public for which fees have been collected to pay all expenses associated with the event or program.
5) Association fees, Professional Association Dues, Academy Certification Requirements, and any other District Membership fees paid to organizations.
6) All utility service, connection charges, and fees.
7) Groceries and supplies for educational use in alternative programs or academic requirements.
8) Advertising (newspaper, radio, television, brochures, pamphlets, etc.).
9) Services or commodities provided by the Federal Government, the state, other states, political subdivisions, or other public entities, colleges, and universities.
10) Postage requisitions.
11) Toll charges for authorized school district departments.
12) Contracts by the School Board's General Counsel for legal services for attorneys retained, contracted, and supervised by the General Counsel and for contracted third-party claims administration. Although such contracts and services are exempt from competitive solicitation and do not require prior School Board authorization, the anticipated expenditures for such contracts must be within the School Board-approved budget for these expenses. The General Counsel shall provide quarterly reports to the School Board delineating all contracts for legal services provided by outside counsel that exceed or are anticipated to exceed $50,000.
13) Regulated public communications, except long-distance telecommunication services or facilities.
14) District rental/lease of facilities that conform to the requirements established in the School Board Policy 2314.
15) Prevention services related to mental health, including drug abuse prevention programs, child abuse prevention programs, and shelters for runaways, are operated by not-for-profit corporations. However, in acquiring such services, the Superintendent's designee shall consider the ability of the vendor, past performance, willingness to meet time requirements, and price.
16) Expenditures for field trips that fully comply with School Board Policy 6310 do not require bidding or School Board approval.

G. Agreements:

If a school district end-user desires to procure an item exempt from competitive solicitation, the end user will be responsible for negotiating and drafting the agreement between the school district and the vendor. The end user will be responsible for ensuring the implementation of the scope of work, pricing, and other agreement terms. The agreement must be approved as to form and legal content by the Office of the General Counsel.

H. Methods for Purchases:

Insofar as practicable, all purchases of commodities and services shall be made through

contracts, purchasing card systems, electronic procurements, or purchase orders. A Direct Pay, Check Request, or P-Card may be used for purchases of commodities or services when a Purchase Order is not required for such items or items exempt from competitive solicitation pursuant to applicable law, rules, or policy. A requisition or an approved active P-Card shall be utilized for purchases of goods or services included in a contract awarded or approved for use by The School Board and for any expenditure under an agenda item approved by The School Board. When necessary, a confirming Purchase Order shall only be placed with the vendor by the Procurement and Warehousing Services Department after receiving an approved requisition.

Purchase Requisitions

Procurements shall be based upon a requisition or an approved purchasing card transaction originating from the work location where the commodity or contractual service is to be used, except in emergencies when the Superintendent or designee may grant permission for such procurement. Each requisition, transaction, or contract shall be properly financed, budgeted, and encumbered prior to the issuance of a purchase order. The Superintendent, the Executive Director, Operations, the Director of Procurement & Warehousing Services, or the designee shall approve the purchase order. In no case shall the procurement precede the date of the requisition except as provided herein for emergency purposes.

Ratifications may be considered by The School Board when an unauthorized procurement action has occurred. While it is possible that the school district employee making the unauthorized purchase may be disciplined and/or held personally liable for the purchase, a complete explanation by the individual who made the transaction, coordinated by their supervisor and the cognizant chief, will be presented to the Superintendent or designee for consideration by The School Board. In the event of any conflict with another section of this policy, this section shall govern.

Purchasing Card

The Director of Procurement & Warehousing Services or designee is authorized to administer a purchasing card program and to establish relevant procedures. The program shall include the establishment, communication, and maintenance procedures for the control and use of such cards, including internal controls to monitor compliance with said program.

The purchasing card procedures shall establish guidelines for the use and control of purchasing cards, which will be assigned to and utilized by designated employees to procure commodities and contractual services on behalf of The School Board or when authorized by this policy.

The Superintendent or designee may utilize purchasing cards to procure commodities and contractual services deemed in the school district's best interest and consistent with School Board policies.

Selected district staff will be eligible to use a purchasing card upon approval by the Superintendent, the Director of Procurement and Warehousing Services, or the designee after completing the relevant training and application procedures containing the appropriate-use standards. By signing the applicant agreement, each user shall acknowledge that the user must reimburse The School Board for any misuse of the purchasing card and that a

violation of those standards and procedures will be cause for discipline up to and including termination.

Direct Pay/Check Requests

Direct Pay or Check Requests are purchases for goods and services, expenditures, fund transfers, etc., that are limited to include various types of fund advances, services, reimbursements, and purchases, and/or payment for goods and services that are not appropriate for normal competitive purchasing procedures. Direct Pay/Check Requests purchases require the same financial authorization and approval process as purchase requisitions. An example of this would be the payment of a utility. While acceptable, direct payment is not to be used to circumvent this policy.

Advance Payments:

Advanced payment for goods and contractual services is discouraged to ensure adequate protection to the school district that goods and contractual services will be provided. With adequate safeguards, however, The School Board may approve advance payments for contracts requiring School Board approval; the Superintendent or his/her designee may approve advance payments for contracts requiring his/her approval; and the Director of Procurement and Warehousing Services may approve advance payments for all other contracts, as follows:

a. for maintenance agreements, software license agreements, subscriptions, contracts to reserve space, and certain other commodities, when advance payment will result in savings to the school district equal to or greater than the amount the school district would earn by investing the funds and paying in arrears, or where those items are essential to the operation of the school district and are available only if advance payment is made; or
b. in accordance with School Board Policy 3400, 3401, and 4007 and Chapter 112, Florida Statutes regarding certain employee travel expenses.

I. Tangible Personal Property

Any leasing or rental of tangible personal property (equipment and vehicles) shall be based upon both the school district's total combined expenditure and the requirements established in this policy for requesting either written quotations or competitive solicitations. Contracts resulting from a competitive solicitation shall be placed by the Director of Procurement and Warehousing Services for approval on a School Board agenda. Contracts not resulting from a competitive solicitation shall be placed by the applicable division/department head on the agenda for School Board approval. Copies of all contracts approved by The School Board shall be retained by Official School Board Records.

IV. CONTRACT ADMINISTRATION

a. **Contract Administrator:** Unless otherwise specified in the contract, the Director or principal of the location using the contract, or the Principal/Director's designee, will serve as Contract Administrator and will monitor compliance by the School District and the vendor with all material terms and conditions of the contract. The Contract Administrator must maintain a written record of performance for each contract, including vendor performance evaluations.
b. **Documentation of Quotations:** Quotations obtained shall be electronically

attached to or included with the purchase order, by written notations or electronic reference indicating quotation prices and sources, and certification by signature or facsimile. The requisition shall be approved for purchase as authorized by the Superintendent.

c. **Maintenance of Insurance:** If the Contract Administrator learns that a vendor cancels or fails to maintain the insurance required by its contract, the Contract Administrator shall immediately notify the vendor in writing that it must obtain the required insurance. If the vendor fails to do so in a timely manner, the Contract Administrator shall recommend termination of the contract to the Director of Procurement and Warehousing Services.

d. **Resolution of Breach by Contract Administrator:** In cases where the vendor does not adhere to the contract terms or conditions or is in breach of a contract, the Contract Administrator shall promptly attempt to rectify the situation with the vendor and shall maintain a written record of these attempts.

e. **Resolution of Breach by Director of Procurement and Warehousing Services:** If the Contract Administrator is unable to rectify a breach of contract by the vendor promptly, the Contract Administrator shall refer the matter and provide all documents relevant to the breach to the Director of Procurement and Warehousing Services for resolution. If the Director of Procurement and Warehousing Services is unable to resolve the breach, the Director of Procurement and Warehousing Services may terminate the contract (if the value of the contract was within the Director of Procurement and Warehousing Services' award authority). If the contract exceeds the Director of Procurement and Warehousing Services' award authority, he/she shall recommend that The School Board terminate the contract, suspend or debar the contractor, and/or refer the matter for appropriate legal action.

f. **Complaints from Vendors; Informal Dispute Resolution Process:** Vendors who have a disagreement with the Contract Administrator regarding the performance of the contract may file a complaint with the Department Principal/Director for the location use. If the vendor is dissatisfied with the Principal/Director's determination, the vendor may seek review of that determination by requesting such review from the Director of Procurement and Warehousing Services, in writing, within an allotted number of days after notice of the Department Director's determination. The review request must state the factual and contractual issues on which it is based. The Director of Procurement and Warehousing Services shall investigate the matter and consult with the Office of General Counsel and the Contract Administrator. Unless resolved by mutual agreement, the Director of Procurement and Warehousing Services shall email and mail to the vendor the Director's written decision regarding the matter of disagreement within seven (7) days after receipt of the review request. The Director of Procurement and Warehousing Services shall copy the Contract Administrator with the decision sent to the vendor.

V. THRESHOLDS ON CATALOG BIDS AND POOL OF VENDOR CONTRACTS

School district use of competitively awarded contracts shall be in accordance with the awarded contract's terms. The use of a contract that is broad in scope, such as a catalog bid or a pool of vendors that requires the purchase of more than $500,000 in services or a specific commodity to be provided by one (1) vendor, shall have specifications defined and

quantified and shall be competitively solicited within the awardees. If the use of the contract exceeds $2,000,000 for one (1) vendor on services or purchases of a specific commodity, the scope of services shall be redefined, a competitive solicitation shall be issued, and a recommendation shall be presented to The School Board for approval.

VI. BID NOTIFICATION

Online and Electronic Procurement and Notice: The Director of Procurement and Warehousing Services may utilize a third-party online system to post solicitations, including addenda; descriptions of commodities or contractual services believed to be available only from a single source; and notices of decisions or intended decisions, and a third-party online system may be used to receive responses, bids, and replies from bidders and proposers.

VII. THE INTEGRITY OF THE AWARD PROCESS

a) The time between the release of any competitive solicitation through the time an award is made or all bids or proposals are rejected [this period is referred to as the "Cone of Silence"]. During the Cone of Silence, potential vendors, bidders, proposers, and any employees, representatives, partners, directors, officers, lobbyists, agents, or other individuals acting on behalf of a vendor, bidder, or proposer, are prohibited from communicating with lobbying any school district employee, School Board Member, or a member of a school district advisory committee that may evaluate the proposed contract award, or any person selected to evaluate or recommend a selection of the awarded proposer. Lobbying or communications in violation of this policy or the School Board's lobbying policy during the Cone of Silence shall result in rejection/disqualification of the bidder or proposer from consideration for the award of a contract arising out of the competitive solicitation. Further, to protect the integrity of the award process, all questions regarding the competitive solicitation during the Cone of Silence must be directed to the purchasing agent designated by the Procurement and Warehousing Services Department, who will respond in writing and post such responses to ensure that all vendors receive the same information.

b) Sealed bids, proposals, or replies received in response to a competitive solicitation are exempt from Section 119.07(1), Florida Statutes and Section 24(a), Article I of the State Constitution until such time as The School Board or authorized designee provides notice of a decision or intended decision or until thirty (30) calendar days after opening the bids, proposals, or final replies, whichever is earlier.

c) Pursuant to Section 286.0113(2)(b), Florida Statutes, any portion of a meeting at which a negotiation with a proposer is conducted pursuant to a competitive solicitation, at which a proposer makes an oral presentation as part of a competitive solicitation, or at which a proposer answers questions as part of a competitive solicitation is exempt from Section 286.011, Florida Statutes, and Section 24(b), Art. I of the State Constitution. Pursuant to Section 286.0113(2)(b), Florida Statutes, any portion of an evaluation committee meeting at which negotiation strategies are discussed is exempt from Section 286.011, Florida Statutes, and Section 24(b), Art. I of the State Constitution. A complete recording shall be made of any portion of an exempt meeting. No portion of the exempt meeting may be held off the record.

VIII. CONE OF SILENCE

Cone of Silence – Defined and Duration: Any bidder or proposer or its lobbyist is prohibited from having any communications (except as permitted in this policy or in School

Board Policy 1100B – Lobbyist Activities for Economic Gain) concerning any pending competitive solicitation with any School Board Member, the Superintendent, any competitive solicitation evaluation committee member, or any other school district employee other than permitted school district personnel after the release of a competitive solicitation to the general public and continuing through The School Board's approval of an award under the competitive solicitation or the rejection of all bids or proposals. This period of prohibited communications is referred to as the "Cone of Silence." All communications regarding the competitive solicitation during the Cone of Silence shall be directed to the purchasing agent designated in the competitive solicitation or as directed by the purchasing agent to that person's supervisors in the Procurement and Warehousing Services Department.

Cone of Silence – Communications during Scheduled Oral Presentations, Q&A Segments, and Negotiations: The Cone of Silence does not preclude any bidder or proposer or its lobbyist from answering questions as a scheduled part of a competitive solicitation, from making an oral presentation as a scheduled part of a competitive solicitation, or from engaging in negotiations pursuant to a pending competitive solicitation as permitted by Section 286.0113(2)(b), Florida Statutes.

Cone of Silence – Communications with PWS and General Counsel Personnel: The Cone of Silence does not preclude any bidder or proposer or its lobbyist or attorneys from contacting the Director of Procurement and Warehousing Services or the Department's supervisors of the purchasing agent designated within the pending competitive solicitation regarding that matter. The Cone of Silence does not preclude any bidder or proposer or its lobbyist or attorneys from contacting the attorneys and staff of the Office of the General Counsel regarding the pending competitive solicitation.

Cone of Silence – Communications about Public Records Requests: The Cone of Silence does not preclude any bidder or proposer or its lobbyist or attorneys from contacting any school district personnel with regard to any public records request made pursuant to Section 119.07, Florida Statutes regarding a pending competitive solicitation or any other type of public records request.

Cone of Silence – Communications during School Board Meeting: Pursuant to Section 286.0114, Florida Statutes, the Cone of Silence does not preclude any bidder or proposer or its lobbyist or attorneys from being heard at the public meeting at which The School Board considers an agenda item concerning the pending competitive solicitation.

Cone of Silence – Communications about Current Contract: The Cone of Silence does not preclude any bidder or proposer or its lobbyist from discussing its current contract obligations, performance, and responsibilities with a School Board Member, the Superintendent, or any other school district personnel.

Cone of Silence – Investigations of Violations; Penalties: Violations of the Cone of Silence shall be promptly reported to the Director of Procurement and Warehousing Services. The Director shall conduct such investigation of the allegations as the Director deems to be appropriate. Any bidder or, proposer or lobbyist who violates the Cone of Silence shall cause the bidder or proposer to be considered non-responsive and, therefore, ineligible for award under the pending competitive solicitation. If the Director

finds that a Cone of Silence violation has occurred, a recommendation shall be made that the decision or intended decision regarding the pending competitive solicitation shall include disqualification of the violating proposer from consideration for the award. In addition, the Director may also recommend that The School Board render a final order warning, reprimanding, suspending, or prohibiting the violating lobbyist from appearing before The School Board or any of its advisory committees or competitive solicitation committees for a period of time not to exceed two (2) years. Lobbyists who have previously been found in violation of the Cone of Silence will be subject to penalties of a greater duration. No penalty shall be imposed upon a violating lobbyist without first providing the lobbyist notice of the violation and an opportunity to be heard. The School Board's final order shall be subject to review pursuant to Sections 120.569 and 120.57(1), Florida Statutes. In addition, The School Board may also declare void any school district contract that was entered into in during which the Cone of Silence was violated.

IX. EVALUATION COMMITTEES

The school district end-user shall develop the scope of services and the requirements needed for a competitive solicitation with guidance and advice from Procurement and Warehousing Services. In addition, the user department head or their designee must select the various members to participate on a procurement evaluation committee that will include subject matter experts on the requested commodity or contractual service. The person tasked with selecting the evaluation committee cannot have a conflict of interest with the bidders or proposers and may not be someone who submits evaluations of any of the bidders or proposers to their direct or indirect reports.

X. TIE-BREAKING

Invitations to Bid - Tiebreaker Procedures: When identical prices are received in a competitive solicitation using an invitation to bid from two (2) or more vendors and all other factors are equal, priority for award shall be given to vendors in the following sequence:

1. A business that certifies that it has implemented a drug-free workplace program shall be given preference in accordance with the provisions of Chapter 287.087, Florida Statutes, as currently enacted or as amended from time to time;
2. The School Board of Broward County, Florida, M/WBE certified vendor;
3. The Broward County Certified Minority/Women Business Enterprise vendor;
4. The Palm Beach County or Miami-Dade County Certified Minority/Women Business Enterprise vendor;
5. The Florida Certified Minority/Women Business Enterprise vendor;
6. The Broward County vendor, other than a Minority/Women Business Enterprise vendor;
7. The Palm Beach County or Miami-Dade County vendor, other than a Minority/Women Business Enterprise vendor;
8. The Florida vendor, whose main office is in the State of Florida, other than a Minority/Women Business Enterprise vendor.
9. If the application of the above criteria does not indicate a priority for an award, the award will be decided by a coin toss. The coin toss shall be held publicly in Procurement & Warehousing Services, and the tie low bid vendors are invited to be present as witnesses.

Requests for Proposals - Tiebreaker Procedures: In a competitive procurement utilizing a Request for Proposals ("RFP") process, when an evaluation committee assigns

points to the proposals received, resulting in two (2) or more proposals receiving identical points and all other factors are equal, priority for award shall be given to vendors in the following sequence:

1. A business that certifies that it has implemented a drug-free workplace program shall be given preference in accordance with the provisions of Chapter 287.087, Florida Statutes, as currently enacted or as amended from time to time;
2. The School Board of Broward County, Florida, M/WBE certified vendor;
3. The Broward County Certified Minority/Women Business Enterprise vendor;
4. The Palm Beach County or Miami-Dade County Certified Minority/Women Business Enterprise vendor;
5. The Florida Certified Minority/Women Business Enterprise vendor;
6. The Broward County vendor, other than a Minority/Women Business Enterprise vendor;
7. The Palm Beach County or Miami-Dade County vendor, other than a Minority/Women Business Enterprise vendor;
8. The Florida vendor, whose main office is in the State of Florida, other than a Minority/Women Business Enterprise vendor.
9. If the application of the above criteria does not indicate a priority for an award, the award will be decided by a coin toss. The coin toss shall be held publicly in Procurement & Warehousing Services, and the tie low bid vendors are invited to be present as witnesses.

XI. PROTESTS ARISING FROM COMPETITIVE SOLICITATIONS, CONTRACT AWARDS, AND ALTERNATIVE ("PIGGYBACK") PURCHASES

Electronic Posting of Decisions or Intended Decisions: Pursuant to Section 120.57(3)a), Florida Statutes, The School Board shall provide notice by electronic posting of any decision or intended decision concerning a competitive solicitation; a contract awarded pursuant to a competitive solicitation; or to make an alternative ("piggyback") purchase as authorized by Section 6A-1.012, F.A.C., or by this policy. The term "competitive solicitation" shall be construed under this policy as it is defined in Section 6A-1.012, F.A.C.:

Required Text in Notices of Decision or Intended Decision: Each notice of a decision or intended decision required by this policy shall contain the following statement: "Failure to file a protest within the time prescribed in Section 120.57(3), Florida Statutes, or failure within the time allowed for filing any bond or other security required by law including, without limitation, any bond required by School Board Policy 3800, shall constitute a waiver of proceedings under Chapter 120, Florida Statutes."

Competitive Solicitation Schedule and Changes: The date and time of posting the tabulation of any competitive solicitation may be established within the terms and conditions of the competitive solicitation. Bidders and proposers will be notified of the competitive solicitation's tabulation posting date and time by electronic posting or by certified United States Mail, another express delivery service, return receipt requested or if that information is not included in the competitive solicitation documents, or if the previously established tabulation posting date and time has been changed. Any notification shall advise bidders and proposers of the date and time at which the competitive solicitation tabulation will be posted, and the date shall be at least three (3) business days subsequent to the date that the notification is given. The calculation of business days under this paragraph shall exclude Saturdays, Sundays, and days during which the school district

administration is closed.

Action Taken Different from Posted Notice: In the event that The School Board takes action to award a bid in a manner that differs from its posted notice of an intended decision or its most recent notice of an intended decision if more than one (1) notice was provided, such award shall not become final until seven (7) calendar days following The School Board action. All proposers shall be notified, by electronic posting, of The School Board's action within two (2) business days. A written notice of protest filed by a proposer within seventy-two (72) hours after the electronic posting of The School Board's action shall stop the award process and invoke the procedures described in Section 120.57(3), Florida Statutes, and herein. The calculation of business days and of the seventy-two (72) hour period under this paragraph shall exclude Saturdays, Sundays, and days during which the school district administration is closed.

Notices of Protest and Formal Written Protests: Any person whose substantial interests are affected by The School Board's decision or intended decision regarding a competitive solicitation or to make an alternative ("piggyback") purchase as authorized by Section 6A-1.012, F.A.C., or by this policy; shall file a notice of protest with The School Board in writing within seventy-two (72) hours after the posting of the competitive solicitation tabulation or after posting of the notice of The School Board's decision or intended decision, and shall file a formal written protest within ten (10) calendar days after filing the notice of protest. With respect to a protest of the specifications contained in a competitive solicitation, the notice of protest shall be filed in writing within seventy-two (72) hours after the posting of the terms and conditions of the competitive solicitation, and the formal written protest shall be filed within ten (10) calendar days after the date the notice of protest is filed. Failure to timely file a notice of protest, failure to timely file aformal written protest, or failure to timely file the required protest surety bond shall constitute a waiver of proceedings under Section 120.57(3), Florida Statutes, and under this policy. Any formal written protest shall state with particularity the facts and law upon which the protest is based. The calculation of the seventy-two (72) hour period under this paragraph shall exclude Saturdays, Sundays, and days during which the school district administration is closed.

Location for Filing Protest Documents: A notice of protest or a formal written protest shall be filed with The School Board at the location specified in the bid documents. A protest is considered to be filed when it is received in its entirety at the specified location. It is the sole responsibility of the protester to ensure that its notice of protest, formal written protest, and required protest surety bond are properly, completely, and timely filed at the specified location. The decision as to the time that the protest is filed in its entirety at the described location is solely that of The School Board. Although a notice of protest or a formal written protest may be filed electronically or by facsimile at a location specified by The School Board, a protester must submit its original physical protest surety bond to the physical location specified within the competitive solicitation's terms and conditions. If a protest advances to administrative proceedings, any filings made subsequent to the rendition of a recommended order (such as exceptions or motions to award and assess costs) shall be filed at the same location as that specified in the competitive solicitation for the filing of notices of protests and formal written protests.

Calculation of Time – Filing of Formal Written Protests: If the tenth (10^{th}) day within which a formal written protest is to be filed falls on a Saturday, Sunday, or a day during

which the school district administration is closed, the formal written protest must be filed on the next business day. For the method of computing the ten (10) calendar days within which a protester has to file a formal written protest after the notice of protest is received, the day that the notice of protest is filed is not considered one of the ten (10) calendar days. The calculation of business days under this paragraph shall exclude Saturdays, Sundays, and days during which the school district administration is closed.

Stay of Competitive Solicitation Pending Protest: Upon receipt of a timely filed formal written protest, The School Board shall stop the competitive solicitation process, contract award process, or alternative ("piggyback") purchase until the subject of the protest is resolved by final School Board action unless the Superintendent sets forth in writing particular facts and circumstances which require the continuance of the competitive solicitation process, contract award process or alternative ("piggyback") purchase without delay in order to avoid immediate and serious danger to the public health, safety, or welfare pursuant to Section 120.57(3)(c), Florida Statutes. When the Superintendent so notifies The School Board, then the Superintendent is authorized to continue the bid solicitation process or the contract award process and to release purchase orders for purchases regardless of the pending protest.

Extension of Current Contracts During Stay of Competitive Solicitation: Whenever a competitive solicitation process, the award of a competitive solicitation or contract, or an alternative ("piggyback") purchase is stopped due to the filing of a formal written protest, The School Board authorizes the extension of any existing contract for the commodities or services sought through the protested competitive solicitation, contract or alternative ("piggyback") purchase under whatever terms and conditions are determined by the Superintendent to be in the best interest of The School Board until such time as The School Board can approve a new award for the commodities or services subject to protest.

Opportunity to Resolve Protest: Pursuant to Section 120.57(3)d)1, Florida Statutes, the School Board shall provide an opportunity to resolve the protest by mutual agreement between the parties by convening a meeting of its Bid Protest Committee. This meeting is subject to the requirements of Section 286.011, Florida Statutes (the "Sunshine Law"), and the public notice requirements of Section 1001.372(2)(c), Florida Statutes. The Bid Protest Committee meeting shall be conducted within seven (7) business days after receipt of a formal written protest or at a time convenient to all parties as soon thereafter as possible upon publication of the required meeting notice. The calculation of days under this paragraph shall exclude Saturdays, Sundays, and days during which the school district administration is closed.

Sunshine Law and Bid Protest Committee Meetings: Although the meetings of the Bid Protest Committee are open to the public, those meetings are convened to provide the statutorily required opportunity for the protester and the agency to resolve the protest by mutual agreement. As such, no public input will be received during Bid Protest Committee meetings. Other interested persons having a substantial interest in the competitive procurement will thereafter be afforded an opportunity to intervene in any subsequent administrative proceedings. Pursuant to Section 286.0114(2), Florida Statutes, members of the public will later be afforded an opportunity to speak to the matter before The School Board prior to it taking official action upon the competitive procurement.

Protests with No Disputed Issues of Fact: If the subject of a protest is not resolved by

mutual agreement between the parties through the Bid Protest Committee meeting, and if there is no disputed issue of material fact, an informal proceeding shall be conducted pursuant to Section 120.57(2), Florida Statutes, and applicable School Board rules before a person whose qualifications have been prescribed by rules of The School Board.

Referral of Protests with Disputed Issues of Fact: If the subject of a protest is not resolved by mutual agreement between the parties through the Bid Protest Committee meeting and if there is a disputed issue of material fact, The School Board shall refer the protest to the Florida Division of Administrative Hearings (DOAH) for proceedings under Chapter 120.57(3), Florida Statutes, upon the written request of the protester. The protester shall file its written request for DOAH referral within three business (3) days after its receipt of written notification of the outcome of the Bid Protest Committee meeting, and the request shall be filed at the same place at which the formal written protest was filed. The calculation of business days under this paragraph shall exclude Saturdays, Sundays, and days during which the school district administration is closed.

Composition of Bid Protest Committee: The membership of the Bid Protest Committee shall be as follows:

1. The Chief People Officer or designee.
2. The Associate Superintendent of Finance, or designee; and
3. The Superintendent's designee from the affected division and

A representative of the General Counsel's Office shall serve as a resource to the Bid Protest Committee and facilitator for the conduct of the Bid Protest Committee meeting and shall not be considered to be a Committee Member. A court reporter shall record the Bid Protest Committee meeting, and the transcript of the meeting shall serve as the meeting minutes.

Procedures upon Protest Resolution: If the protest is mutually resolved during the Bid Protest Committee meeting, then no further action is required by either The School Board or the protester, and action or intended action upon the competitive solicitation shall proceed as originally posted or as revised by a subsequent posting that reflects the outcome of the Bid Protest Committee meeting.

Protest Surety Bond: Any person who files a formal written protest shall, at the time of filing the formal written protest, post with The School Board an original physical protest surety bond, payable to the order of "The School Board of Broward County, Florida," in an amount equal to one percent (1%) of the school district's estimate of the total volume of the contract. The School Board's Procurement and Warehousing Services Department shall provide the protester with its estimated contract amount within three (3) business days of its receipt of the protester's notice of intent to protest. The estimated contract amount is not subject to protest pursuant to Section 120.57(3), Florida Statutes. The calculation of business days under this paragraph shall exclude Saturdays, Sundays, and days during which the school district administration is closed. Transmittal of facsimile copies in lieu of the required original physical protest surety bond will not be accepted, nor will such copies toll the time for bond submittal. The bond shall be conditioned upon the payment of all costs which may be adjudged against the protestant in any formal administrative proceedings to which the protest is referred and in any subsequent appellate court proceedings. In lieu of a surety bond, The School Board may accept a cashier's check, official bank check, or money order in the amount of the required bond.

Taxable Costs in Bid Protest Proceedings: If, after completion of the administrative proceedings and any appellate court proceedings, The School Board prevails, then The School Board shall recover all taxable costs and charges against the protester. The protest surety bond does not apply to any attorney's fees incurred in the administrative proceedings, and no provision is made within this policy for the award of attorney's fees associated with any protest. If it prevails in the recommended order, the costs taxable in favor of The School Board shall include, but not be limited to, any charges invoiced by DOAH for its services and its costs incurred during the administrative proceedings but shall not include an award of attorney's fees. Any motions to award and assess such costs and charges shall be filed with The School Board subsequent to the rendition of a recommended order by the DOAH administrative law judge. The School Board shall consider such motions in conjunction with its deliberations upon the recommended order and shall rule upon any such motion in its final order. Upon the protester's payment of any awarded costs and charges, the protest surety bond posted by the protester shall be returned. If, after completion of the administrative proceedings and any appellate court proceedings, the protester prevails, the protester shall recover all taxable costs and charges, which shall be included in the final order but shall not be entitled to an award of attorney's fees.

Final Orders in Protest Proceedings: Upon its receipt from DOAH of a recommended order upon a protest, The School Board will decide, pursuant to Section 120.57(3)(l), Florida Statutes, whether to accept or reject the protest and any timely filed exceptions. A final order shall be entered by The School Board within thirty (30) calendar days of the entry of a recommended order or as soon thereafter when a meeting can be publicly noticed and convened at a time mutually convenient to the parties. The bid protest provisions of this policy may be waived upon stipulation by all parties, and the School Board delegates to its attorneys the authority to make such stipulations or to waive any formalities under Section 120.57(3), Florida Statutes.

XII. AUTHORITY TO DEBAR OR SUSPEND

Ineligibility of Defaulted Contractors: Whenever a vendor is in default of an awarded contract, The School Board may enter a final order that declares the vendor to be in default of the contract, removes the vendor from all of the school district's competitive solicitation lists for a period of two (2) years, and declares the vendor to be considered non-responsive and ineligible during that two (2) year period for any new contract awards. At the end of the two (2) year ineligibility period, the vendor may apply for participation in future competitive solicitations and consideration for any future awards. The School Board's determination of default and ineligibility for future competitive solicitations shall be made in a final order and shall be subject to review pursuant to Sections 120.569 and 120.57(1), Florida Statutes. The actions that may be taken by The School Board by final order pursuant to this paragraph are in addition to and separate from any other actions The School Board may take against a defaulting vendor, including, without limitation, termination of the contract.

XIII. PURCHASING PRINCIPLES

Employees shall be guided by the following principles and standards adopted by the National Institute of Governmental Purchasing (NIGP):

1. Accountability: taking ownership and being responsible to stakeholders for our

actions is essential to preserve the public trust and protect the public interest.

2. Ethics: acting in a manner true to these values is essential to preserve the public's trust.
3. Impartiality: unbiased decision-making and action, essential to ensure fairness for the public good.
4. Professionalism: upholding high standards of job performance and ethical behavior, essential to balance diverse public interests.
5. Service: The obligation to assist stakeholders is essential to support the public good.
6. Transparency: easily accessible and understandable policies and processes essential to demonstrate responsible use of public funds.

Training on ethical standards that are no lower than those prescribed by the state shall be provided by the Office of Academics and Professional Development to all school district employees and contracted outside personnel whose job or contractual duties involve procurements conducted for the school district. Complaints alleging discrimination against any commercial enterprise doing business with The School Board must be filed with the Equal Employment Opportunity/Americans with Disabilities Act Compliance Department and will be investigated and addressed by appropriate District personnel.

Definition of Purchasing Officer: For the purposes of this rule, the term "purchasing officer" shall be defined to apply to any school district employee, competitive solicitation evaluation committee member, or school district consultant who is authorized to purchase or recommend the purchase of any commodities or services on behalf of the school district or who is responsible for proposing standards and specifications for any services or commodities. The term "purchasing officer" applies to any school district employee possessing such authority or responsibilities regardless of such employee's job title or area of assignment.

1. **Compliance with Ethics Rules and Policies**: To the extent applicable, purchasing officers shall comply with the following:
    - Florida Constitution, Article II, Sec.8
    - Florida Code of Ethics for Public Officers and Employees: Part III of Chapter 112, Fl a. Stat.
    - Florida Commission on Ethics Opinions, Rules, and Orders: see Research page
    - Florida Public Records Law: Chapter 119, Florida Statutes
    - Florida Open Meetings (Sunshine) Law: Florida Statute Sec. 286.011
    - Florida Bribery and Misuse of Public Office: Chapter 838, Florida Statutes
    - Florida Offenses by Public Officers and Employees: Chapter 839, Florida Statutes
    - U.S. Mail and Wire Fraud: U.S. Code Title 18, Chapter 63
    - School Board Policy 5202 - Gifts: Solicitation and Receipt.
2. **Prohibition of Gifts for Influence**. Pursuant to Section 112.313(2), Florida Statutes, and Rule 2 of School Board Policy 5202 – Gifts: Solicitation and Receipt, no purchasing officer shall solicit or accept anything of value to the purchasing officer, including a gift, loan, reward, promise of future employment, favor or service based upon any understanding that the vote, official action or judgment of the purchasing officer would be influenced thereby.
3. **Compliance with Laws, Rules, and Policies**: Purchasing officers shall

comply with all applicable laws, rules, and School Board policies governing the purchase of commodities and services.

4. **Maximum Value for Purchases**: Pursuant to Section 6A-1.012(3), F.A.C., the Superintendent and purchasing officers shall see that the maximum value is being received by the school district for any purchase of commodities or services.
5. **Standards and Specifications**: Purchasing officers shall acquire commodities and services, to the extent possible, in compliance with any standards and specifications proposed by the Superintendent for such commodities and services pursuant to Section 6A-1.012(3), F.A.C.

Policy Custodian: Procurement and Warehousing Services

Former Policy Number: 3320

Policy Status: Active

Authority: Sections 1001.41(2), 1001.32(2), and 1010.04(2), Florida Statutes; Section 6A-1.012, F.A.C.

History: RULES ADOPTED: 3/20/75

RULES AMENDED: 7/29/76; 4/14/77; 1/18/79; 10/4/79; 7/3/80; 1/22/81; 6/16/83; 4/10/84; 6/21/84;2/7/85; 10/1/87; 10/3/89

Emergency Rule #90-91-2 Approved: 10/16/90

Amended Rules Approved: 10/16/90; 6/18/91; 5/4/93; 9/7/93 Amended Rules Approved: 8/18/98, 12/12/00, 8/5/03, 9/9/08

POLICY ADOPTED: 11/13/69

POLICY AMENDED: 9/5/74; 7/29/76; 1/18/79; 1/22/81; 2/7/85; 10/01/87; 10/3/89; 5/4/93; 9/7/93; 8/18/9; 12/12/00; 8/5/03; 9/9/08; 4/20/10; 5/6/14; 5/21/2024

TEMPORARY DUTY AUTHORIZATION (TDA)

TEMPORARY DUTY SHALL BE DEFINED AS THE EMPLOYEE PERFORMING HIS/HER DUTIES IN A DIFFERENT LOCATION THAN HIS/HER REGULAR ASSIGNMENT.

TEMPORARY DUTY OUTSIDE BROWARD COUNTY BUT WITHIN THE UNITED STATES, MAY BE GRANTED OR ASSIGNED TO AN EMPLOYEE BY HIS/HER PRINCIPAL, OR ON THE COUNTY LEVEL, BY HIS/HER COUNTY LEVEL UNIT ADMINISTRATOR OR DIRECTOR. PRINCIPAL'S TDA REQUESTS MUST BE APPROVED BY THE AFFECTED AREA SUPERINTENDENT. AREA/ASSOCIATE SUPERINTENDENT'S TDA REQUESTS MUST BE APPROVED BY THE DEPUTY SUPERINTENDENT. TEMPORARY DUTY REQUESTS SHALL BE PRESENTED FOR APPROVAL AT LEAST THREE (3) DAYS IN ADVANCE. EXCEPTIONS MAY BE GRANTED IN CASES OF EMERGENCY WITH THE APPROVAL OF THE APPROPRIATE ADMINISTRATOR. SUCH TEMPORARY DUTY SHALL NOT EXCEED TEN (10) CONSECUTIVE DAYS WITHOUT BOARD APPROVAL. TDA REQUESTS FOR TRAVEL OUTSIDE OF THE UNITED STATES MUST BE APPROVED BY THE DEPUTY SUPERINTENDENT (DESIGNEE).

RECORD(S) OF ALL TEMPORARY DUTY ASSIGNMENTS SHALL BE MAINTAINED FOR PURPOSES OF AUDIT.

AUTHORITY: F.S. 1001.41
POLICY ADOPTED: 4/25/68; 9/5/74; 4/12/05
POLICY AMENDED: 5/18/78; 2/17/83; 1/15/91

RULES

SCHOOLS/CENTERS

Temporary Duty may be approved by the principal or designee and logged in the school with the following exceptions:

1. When county funds are requested, approval must be by the principal or designee and the administrator or designee whose budget is affected, and the TDA forms must be filed in the Accounting Department.

2. When a substitute is to be paid from funds other than normal, the administrator or designee whose budget is affected must also approve the TDA.

3. TDA forms for trips outside the United States must be approved by the Deputy Superintendent (designee).

COUNTY DEPARTMENTS

1. All TDA requests must be approved by the appropriate administrator or designee. When travel funds are involved, forms are to be filed with the Accounting Department.

2. Attendance at conferences or conventions shall be considered as Temporary Duty when authorized by the appropriate administrative personnel.

TASK ASSIGNMENT

A TASK ASSIGNMENT SHALL BE DEFINED AS AN EMPLOYEE PERFORMING SPECIAL DUTIES/RESPONSIBILITIES SEPARATE AND DISTINCT FROM THE EMPLOYEE'S REGULAR JOB ASSIGNMENT FOR A LIMITED, SPECIFIED PERIOD OF TIME.

A TASK ASSIGNMENT MUST BE RECOMMENDED BY THE SUPERINTENDENT AND APPROVED BY THE SCHOOL BOARD. HOWEVER, THE SUPERINTENDENT MAY GRANT A TASK ASSIGNMENT UNTIL THE NEXT SCHEDULED BOARD MEETING WHEN THE BOARD MUST TAKE OFFICIAL ACTION.

AUTHORITY: F.S. 230.22 (1) (2)
POLICY ADOPTED: 2/7/85

RULES

1. A task assignment may only be given to a current Board employee. A newly hired employee cannot be immediately given a task assignment.

2. A task assignment must be for a minimum of thirty (30) calendar days and may not exceed one hundred and eighty (180) calendar days unless recommended by the Superintendent and approved by the School Board.

3. If the task assignment corresponds to an existing Board-approved job description and pay grade, the Superintendent may recommend and the Board may approve a salary anywhere within the affected pay grade for the duration of the task assignment.

4. If the task assignment has no corresponding Board-approved job description, the Superintendent may recommend and the Board may approve a salary which they deem appropriate for the duration of the task assignment. The salary may be in the form of a supplement.

5. The employee on task assignment shall be under the authority and direction of the Superintendent or his/her designee.

AUTHORITY: F.S. 230.22 (1) (2) RULES ADOPTED: 2/7/85

Policy 4120

Library Media/Innovative Learning Commons

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA ("SCHOOL BOARD") RECOGNIZES THAT AN EFFECTIVE SCHOOL LIBRARY MEDIA PROGRAM IS AN INTEGRAL PART OF ITS EDUCATIONAL SYSTEM AND SEEKS TO SERVE THE NEEDS OF INDIVIDUAL SCHOOLS BY PROVIDING LIBRARY MATERIALS AND SERVICES IN TYPE, LEVEL, AND SUBJECT MATTER COMMENSURATE WITH THE GOALS OF THE SCHOOL AND COMMUNITY BEING SERVED.

AN EFFECTIVE SCHOOL LIBRARY MEDIA PROGRAM INCLUDES A CERTIFIED LIBRARY MEDIA SPECIALIST THAT FACILITATES THE INSTRUCTIONAL AND OPERATIONAL MANAGEMENT OF THE SCHOOL LIBRARY PROGRAM AND CREATES A LEARNING ENVIRONMENT THAT MERGES THE BEST OF THE PHYSICAL AND DIGITAL WORLDS. INNOVATIVE LEARNING SPACES SHOULD BE INCLUSIVE OF BUT NOT LIMITED TO SMALL GROUP SPACES, MAKER SPACES, STEM ACTIVITIES, COLLABORATIVE TEACHING SPACES, AND TECHNOLOGY INTEGRATION.

I. ACCESS TO LIBRARY MATERIALS

A. School media centers must provide equity of access to library media materials that eliminate educational barriers based on national origin, race, color, religion, disability, age, or other protected group status; and that are free of bias, stereotypes, distortions, and prejudices. This includes the ability to obtain information in a variety of formats- electronic, as well as print.

1. All school media centers provide a physical and virtual learning library.
2. All school media centers' resources and services are to be accessible to students and teachers throughout each school day that students are in attendance and shall provide for large and/or small group instruction, as well as independent study.
3. The school media centers' resources and services may also be available for additional blocks of time when use of the center and services substantiates the need.
4. Circulation of materials to students may be terminated two to three weeks before the end of the school year, but the school media center must remain open for use by students and teachers.

B. Each school must publish on its website, in a searchable format prescribed by the Florida Department of Education, a list of all materials maintained in the school media center and classrooms or required as part of a school or grade-level reading list. The format that must be used for materials maintained in a school media center which can be checked-out or used by a student in any school grade level must:

1. Identify the type of material maintained in the school media center by categories, such as books, eBooks, periodicals, and videos; and
2. List, at a minimum, the following information:
   a. The title and author for books and eBooks;
   b. The name or title for periodicals and videos; and
   c. The title for any other material maintained in the school media center.
3. Books and eBooks must be searchable by, at a minimum, author and title. All other materials must be searchable by, at a minimum, title.

C. Each school must post on its website a copy of an "Opt-Out Form" or a link to same. Parents may submit their request to limit their student's access to materials in the school or classroom library by submitting a completed Opt-Out Form to the school principal.

II. COLLECTION AND SELECTION OF LIBRARY MATERIALS

A. The collection and selection of library media materials is governed by statutory and constitutional law. As such, each material in a school media center, classroom, or assigned school-or grade-level reading list must be selected by a certified library media specialist. The school media center contains a comprehensive collection of materials and equipment, in a variety of media formats.

1. The school media center offers a professionally curated collection of resources selected based on their authority, currency, relevance, scope, and relationship to other items in the collection. An effective school library program is guided by a selection and evaluation plan for collection development and the school allocates funding for the enhancement of the school library collection.

2. A collection is systematically developed and organized within the school media center with expanded access to resources outside the school through collaboration with other libraries and agencies.

3. A collection provides a wide variety of print, digital, and other electronic resources that have been carefully created and/or selected and vetted according to the district and school collection development policy and in accordance with state law.

4. The school provides a balanced collection of 15,000 (10,000 at elementary schools) useable library volumes, or at least 10 volumes per student if school enrollment is less than or equal to 1,500 (1,000 elementary schools).

5. No more than 50% of the collection has publication dates older than 15 years.

6. School principals are responsible for overseeing compliance with school district procedures for selecting school library media center materials at the school to which they are assigned.

7. School principals are responsible for ensuring that operating budget and state categorical funds are used to purchase library media materials that reinforce instruction and stimulate leisure reading for students. Schools are expected to meet the district's guidelines for expenditures from local funds of $9.60 per pupil for elementary and middle schools, and $12.80 per pupil for high schools and centers.

8. The School Board, by and through the appropriate department(s), shall adopt procedures for developing library media collections and post the procedures on the website for each school within the district.

B. The collection and selection of library materials align to the school's educational goals and objectives by providing resources that support the entire school community. The School Board shall:

1. Provide a comprehensive collection of instructional materials which support the curriculum, and consider the individual's needs, varied interests, abilities, socio-economic backgrounds, and maturity levels of the students served.

2. Provide materials for teachers and students which encourage growth in knowledge, and develop literary, cultural, aesthetic appreciation, and ethical standards.

3. Provide a venue to explore questions that arise out of personalized

learning opportunities and individual curiosity and interest, thus promoting the development of lifelong reading habits and information literacy skills.

4. Engage learners in safe and effective information literacy skills to collaborate, create, and communicate information.

5. Provide a venue where all users learn how to find and evaluate information to ensure its reliability, to think independently, and make informed decisions about the information they encounter.

6. Provide a space and resources to support the well-being of the school learning community.

7. Provide an environment that seeks to educate young people to foster a recognition of individual freedom and social responsibility, to inspire meaningful awareness of and respect for the Constitution and The Bill of Rights, and to instill appreciation of the values of individuality in an atmosphere that is free from censorship and artificial restraints upon inquiry and learning, and in which academic freedom for students is encouraged.

C. While library media material selection is the responsibility of the certified media specialist and principal, the formation of a Library Media Committee will give voice to representative stakeholders. The school's Library Media Committee serves in an advisory capacity for school library programming, collection management, and/or to address questionable or challenged materials. The Library Media Committee shall be comprised of an odd number of voting members, not less than five. The Library Media Committee shall develop additional written procedures regarding selection and use of educational media to meet the needs of its school community, review and provide input on materials to be purchased or gifted to the collection, and to promote the library program.

1. Library Media Committee members will be selected by the principal and/or administrative designee, in tandem with the school library media specialist.

2. The Library Media Committee will include the principal and/or administrative designee and the library media specialist, who will be responsible for chairing the committee. Additional members may include applicable content-related coaches, department or grade level chairperson(s), instructional staff member(s), student, community partner, and parent representative(s).

D. Pursuant to Section 1006.29(6), Florida Statutes, the Florida Department of Education will provide online training annually for school librarians, media specialists, and other personnel involved in the selection of library materials.

1. The School Board will provide ongoing collection development training in the selection, deselection, and maintenance of library media and collections or materials maintained on a reading list.

2. Each school must submit a collection development plan that stipulates procedures within the school.

E. **Collection Criteria**

1. The School Board is responsible for the content of materials used in the classroom, made available in a school library, or included on a reading list. Each book made available to students through any School Board library media center, classroom, or included in a recommended or assigned school or grade-level reading list must be selected by a School Board employee who holds a valid education media specialist certificate. The library media professional collaborates with others in the school community during the selection process. Teachers, students, administrators, and others participate by making recommendations. The final responsibility for the selection decisions rests with certified library media specialist using the board-adopted selection criteria and procedures. School principals are responsible for overseeing compliance with School Board procedures for selecting school library media center materials at the school to which they are assigned.

F. **Selection Criteria**

1. In selecting materials, library staff, administrators, and faculty are guided by the principles incorporated in the School Library Bill of Rights, the Freedom to Read Statement, standards adopted by the American Association of School Librarians, and in alignment with the Florida Department of Education, Library Media Standards.

2. The media specialist and designated administrator shall devise an annual plan for the continuous reevaluation of the materials to keep the collection current and relevant to the changing needs and requirements of the curriculum, emerging technologies, and school

community.

3. Funded by the state, district, and school, the school media center collection will contain a wide range of appropriate materials on varying levels of difficulty in a variety of existing and emerging formats and will maintain a focus on materials which address different learning styles and levels.

4. School media center materials support the individual school and School Board's educational goals and policies, including the advancement of student literacy.

5. School media center materials are selected to support, enrich, and extend state academic standards and to encourage informational, educational, and recreational reading, viewing, and/or listening.

6. Consideration is given to diverse user interests, abilities, backgrounds, cultures, languages, and maturity levels.

7. School media center materials intended for student use will be appropriate for the subject area and for the age, social development, ability levels, special needs, and learning styles of students served by the collection.

8. The literary style of a work will be appropriate and effective for the subject matter and its intended readers or viewers.

9. The value of any work must be examined as a whole. The impact of an entire work will be considered, transcending individual words, phrases, and incidents.

10. School media center materials will provide a variety of viewpoints offered on issues that support critical thinking and research skills on current and trending topics.

11. Gift materials will be evaluated by the criteria outlined above and in accordance with State Statutes and Florida Department of Education Rules.

12. To ensure quality selection, the following additional factors will be weighed as they apply when evaluating all materials:

    a. **PROFESSIONAL REVIEWS**. Print or non-print media including video footage that have been favorably reviewed by two or more professional sources such as School Library Journal, Horn Book, Booklist, and/or Children's Catalog.

b. **EDUCATIONAL SIGNIFICANCE**. Material is valuable to an individual course of study or to the library media collection; the degree to which the material would be supplemented and explained by mature classroom instruction.

c. **APPROPRIATENESS**. Material is geared to the age, maturity, diverse interests, and learning levels of students for whom it is intended. Reading levels and the Lexile frameworks for reading are considered to provide a range of material that challenges the student and guides their selection process.

d. **ACCURACY**. Non-fiction information is correct, current, and objective.

e. **LITERARY MERIT**. Fiction that has a noteworthy plot, setting, characterization, style, and theme.

f. **SCOPE**. -- Content is covered adequately to achieve its intended purpose.

g. **AUTHORITY**. The author, editor, or producer has a superior reputation for producing materials of this nature.

h. **SPECIAL FEATURES**. The item has maps, charts, graphs, glossaries, and/or other learning aids that support the content, are unique or are valuable.

i. **TRANSLATION INTEGRITY**. Material translated from one language to another maintains the stylistic characteristics of the original.

j. **ARRANGEMENT**. Concepts are presented in a logical sequence and in a way that assures learning.

k. **TREATMENT**. Typeset, visuals, style, and/or medium captures and holds the student's attention.

l. **TECHNICAL QUALITY**. Sound is clear and audible, visuals project clearly.

m. **AESTHETIC QUALITY**. Material is superior to similar items in attractiveness and presentation of content.

n. **POTENTIAL DEMAND**. Item has timeliness or popular appeal.

o. **DURABILITY**. Material has the potential for frequent use or is of a nature that it will be considered consumable.

p. **OBSCENITY**. No books or other material containing pornography or otherwise prohibited by Section 847.012, Florida Statutes, as harmful to minors shall be used.

q. **COPYRIGHT**. Library media materials used in a school shall be procured and used in accordance with federal, state and SBBC copyright laws.

13. Resources will be purchased in a variety of formats with efforts made to incorporate emerging technology when they meet the

criteria outlined above.

III. Procedures for Objections to Library Materials and Reading Lists.

A. Superintendent Review Committee

1. The School Board shall form a Superintendent Review Committee (SRC) to review objections to library materials. The SRC must have a minimum of five members but may have as many additional members as the Superintendent or his/her designee appoints based on need.
2. Any committees convened for the purpose of resolving an objection by a parent or resident to specific materials must include parents of students who will have access to such material.
3. The membership of the review committee should reflect the broad racial, ethnic, socioeconomic, and cultural diversity of Broward County Public Schools as well as individual(s) with noted or reasonable subject matter expertise.

B. Objection Process

1. Objection to Library/Instructional Materials Form

a. A parent or resident of Broward County that wishes to object to materials used within the School Board of Broward County Public Schools must complete the "Objection to Library/Instructional Materials Form" located on the School Board of Broward County homepage.
b. The objection shall include the following information:
   i. Parent or resident of Broward County must specify the text within the material he/she believes is out of compliance with the requirements of Section 1006.28(2)(a)2.a. or b., Florida Statutes, and the nature of the alleged noncompliance.
c. Notifications
   i. Upon receipt of the completed "Objection to Library/Instructional Materials" form, notifications will be sent to the principal where the challenge originates as well as the Innovative Learning Department staff, school board members, and superintendent.
   ii. Any item subject to an objection on the basis of sub-sub-subparagraph b. (I) or sub-sub-subparagraph b. (II) must be removed within 5 school days of receipt

of the objection and remain unavailable to students of that school until the objection is resolved.

2. SRC Review

a. The Innovative Learning Department Director shall convene the SRC to review the material.
b. SRC will utilize an approved review rubric aligned to School Board policies and state statutes approved by the Superintendent.

3. SRC's Recommendation to Board

a. A decision will be rendered within ninety (90) days after receipt of the objection.
b. Committee will submit their recommendation to the School Board of Broward County, the Superintendent, and the parent or resident of Broward County.

i. allows the challenged material to maintain its current status;
ii. leave the challenged material in the classroom or school media center, but allow students to use alternate materials approved by school personnel who require the use of the disputed items;
iii. limit the educational use of the challenged material;
iv. transfer the challenged material to a higher-level school (e. g. elementary to a middle school); and/or
v. remove the challenged material from the school environment.

4. Appeal

a. If a parent or resident of Broward County disagrees with the determination made by the SRC, he/she may request inclusion on the School Board agenda.
b. If they disagree with the School Board decision on the objection to the use of a specific material, a parent or resident of Broward County may request from the Commissioner of Education appointment of a special magistrate who is a member of the Florida Bar in good standing and who has at least 5 years' experience in administrative law to render a recommended decision.

C. Certification of Objections to Library Materials

1. Annually, beginning June 30, 2023, submit to the

Commissioner of Education a report that identifies:

a. Each material for which the school district received an objection pursuant to Section 1006.28(a)(2), Florida Statutes, including the grade level and course the material was used in, for the school year and the specific objections thereto.
b. Each material that was removed or discontinued.
c. Each material that was not removed or discontinued and the rationale for not removing or discontinuing the material.

Policy Custodian: Innovative Learning – Library Media Services/Office
Former Policy Number(s): 6307, 6317, 4213
Authority: FLA. STAT. § 1001.32; §1001.41, § 1006.28, § 1006.29, § 1006.40
Policy Adopted: 6/13/2023

POLICY NO. 4140

INSTRUCTIONAL MATERIALS

IT IS THE GOAL OF THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA ("SCHOOL BOARD") TO PROVIDE STUDENTS WITH THE APPROPRIATE INSTRUCTIONAL MATERIALS, AND EQUIPMENT, NECESSARY TO ENSURE THAT EACH STUDENT WILL BE ABLE TO PURSUE A COURSE OF STUDY TO REALIZE FULL ACADEMIC POTENTIAL.

I. SCHOOL BOARD RESPONSIBILITIES

A. The School Board authorizes and directs the Superintendent to develop and distribute written procedures regarding the requisition, purchase, receipt, storage, distribution, use, disposal, conservation, or records of management practices and property accountability concerning instructional materials.

B. The School Board shall provide adequate textbooks and other instructional materials in accordance with State Law and State Board of Education Rules. Adequate Instructional Materials, as defined by Section 1006.28, Florida Statutes means "a sufficient number of student or site licenses or sets of materials that are available in bound, unbound, kit, or package form and may consist of hardback or softback textbooks, electronic content, consumables, learning laboratories, manipulatives, electronic media, and computer courseware or software that serve as the basis for instruction for each student in the core subject areas of mathematics, language arts, social studies, science, reading, and literature."

C. The review, selection, procurement, and implementation of instructional materials in the core subject areas will follow an adoption cycle in which specific courses within selected subject areas and grade levels are called for adoption on a rotating basis. Adoption is usually for a period of five (5) years. Adopted materials must be used during the adoption cycle until physically unsuitable, until replaced with newly adopted materials, or until the course is no longer offered.

D. Each year the School Board will publish an "Approved Core Instructional Titles List" listing the currently approved instructional material titles for each core subject area course and the adoption years for the title. This

"'Approved Core Instructional Titles List" will be posted on district-web sites and provided to school principals.

E. The Superintendent shall annually certify to the Florida Department of Education that all instructional materials for core courses used by the School Board are aligned with all applicable state standards.

F. Each elementary school must publish on its website, in a searchable format prescribed by the department, a list of all materials maintained in the school library media center or required as part of the school or grade-level reading list.

G. The School Board will publish on its website, in a searchable format prescribed by the department, a list of all instructional materials, including those used to provide instruction required by Section 1003.42, Florida Statutes. The School Board must:

1. Provide access to all materials, excluding teacher editions, in accordance with Section 1006.283(2)(b)8.a., Florida Statutes, before the School Board takes any official action on such materials;

2. Ensure that this process includes reasonable safeguards against the unauthorized use, reproduction, and distribution of instructional materials considered for adoption.

H. Annually by July 1 and before the release of instructional materials funds, the Superintendent shall certify to the Commissioner of Education that the School Board approved a comprehensive staff development plan that supports fidelity of implementation of instructional materials programs, including verification that training was provided; that the materials are being implemented as designed; and, beginning July 1, 2021, for core reading materials and reading intervention materials used in kindergarten through grade 5, that the materials meet the requirements of Section 1001.215(8), Florida Statutes. The certification must identify any material that received an objection pursuant to Section 1006.28, Florida Statutes, for the school year and the specific objections thereto, each material that was removed or discontinued as a result of an objection, and the grade level and course for which any removed or discontinued materials was used, as applicable.

II. REQUISITION, PURCHASE, AND RECEIPT OF INSTRUCTIONAL MATERIALS

A. Principals are responsible for requisitioning, purchasing, and documenting the receipt of instructional materials, and adding these instructional materials to their school inventory. Each year after the School Board approval of instructional materials for the core subjects, principals will be notified by memorandum with directions for completing these processes using district provided tools for order placement and inventory management.

B. Principals shall ensure that instructional materials are used to provide instruction to students enrolled at the grade level(s) for which the materials are designed and for effectively communicating to parents the manner in which materials are used to implement the curricular objectives of the school under Sections 1006.40(5) and 1006.28(3), Florida Statutes.

C. Annually, the school principal will inform parents in writing of how parents can access instructional materials. Resources to assist principals will be provided to principals annually via memorandum and by posting on district web sites.

D. To maximize the use of district adopted instructional materials, each school shall use as the primary resource for instructional materials, materials that appear on the School Board approved list.

E. The programs on the School Board approved list, when possible, will offer a choice of instructional techniques. This is not to preclude the use of other instructional materials as supplementary resources to enhance the selected School Board approved core instructional materials.

F. All non-state adopted instructional materials must be evaluated by the school staff and approved by the Office of Academics, prior to purchase.

G. Maintenance of Effort (MOE) and Science Lab Funds (formerly Flexibility State Textbook Funds); Requisitions

1. Requisitions for the purchase of non-adopted instructional materials, additional adopted instructional materials as needed beyond the initial textbook adoption year and/or to replenish science lab materials and equipment with Maintenance of Effort (MOE) and Science Lab funds are to be coded in the normal fashion, following standard coding procedures, with the addition of the site's cost center.

2. The site's budget report will identify the total amount of funds which have been allotted to the site's cost center.

H. The School Board will provide, upon request for inspection, sample copies of all instructional materials that have been purchased by the School Board.

III. DISPOSAL OF INSTRUCTIONAL MATERIALS

A. On an annual basis, the Procurement and Warehouse Services Department will provide schools with specific instructions on how unserviceable, surplus, or instructional materials no longer on the School Board's Approved Core Instructional Titles List are to be prepared, stored, and removed from schools.

B. The Procurement and Warehouse Services Department shall arrange for the disposal of instructional materials that have become unserviceable, eligible for surplus, or are no longer on the School Board's Approved List of Core Titles as follows:

1. Giving or lending materials to other public education programs, to teachers, to students or any charitable organization, governmental agency, home education students, private schools, or state.

2. Selling the materials to used book dealers, recycling plants, pulp mills or other persons, firms, or corporations as are most economically advantageous to the School Board.

3. All monies received for sale, exchange, or other disposition shall be deposited and added to the district appropriation for instructional materials.

4. The principal has the responsibility for ensuring the surplus process is adhered to relating to the disposal of instructional materials.

IV. MANAGEMENT, RECORDS, CONSERVATION, PROPERTY ACCOUNTABILITY

A. The principal has the responsibility for maintaining accurate records related to the instructional materials used at the school site, including accounting, inventory, and evaluations of non-district evaluated materials. The School Board will provide software tools for textbook inventory management.

B. Each school principal will designate a staff member to serve as the Textbook Coordinator. The Textbook Coordinator will perform duties assigned to them by the principal regarding requisition, purchase, receipt, storage, records, and reports of instructional materials.

C. Students shall be provided with the opportunity to receive the major tool of instruction in the core courses of mathematics, language arts, social studies, science, reading, and literature in whichever format is currently available and best serves the needs of the student. The format is not limited to hardbound or softbound textbooks and can include materials in varying digital formats.

D. Instructional materials distributed to students, as provided by Florida Statutes, shall be merely loaned to the students while they pursue the courses of study to which such materials relate. The materials shall be returned at the direction of the principal or teacher in charge.

E. Students shall be held accountable for school and district technology usage requirements as outlined in School Board Policy 5306.

F. Any individual having the responsibility for a student or students to whom or for whom instructional materials have been issued shall be held accountable for these materials in accordance with the laws set forth in Florida Statutes, and such policies, rules and regulations as the School

Board may adopt.

G. Responsibility of teachers and principals:

1. Teachers and principals shall ascertain by inspection, and ensure through every available agency, that all instructional materials issued to the school by the Superintendent are cared for properly, whether such materials are in the hands of students or in storage.

2. Teachers and principals shall see that all reports are completed and submitted to the proper authority on the forms prescribed by the Commissioner of Education and supplied through the office of the Superintendent.

3. Teachers and principals shall prepare and transmit to the proper authority such records and reports as may be required by the Commissioner of Education and such supplementary records and reports as the Superintendent may direct.

4. To comply with the provisions adopted by the School Board with respect to collections made for damaged or lost instructional materials:

a. Students shall not be assessed for the use of instructional materials except when there is evidence of abnormal wear and tear (unnecessary damage), destruction or loss. Failure to pay obligation will be entered in student database.

b. If instructional materials issued to a teacher are lost (e.g., either by removal from a classroom without the teacher's knowledge, or by children who borrow them and then move away without returning the materials), a written record shall be made accounting for the loss. In such cases, a teacher shall not be held responsible for the loss of such materials unless the teacher has been negligent, or a pattern of negligence exists.

c. When instructional materials cannot be accounted for:

i. The titles and the names and last known addresses of the students to whom the lost instructional materials were issued shall be submitted to the proper authority.

ii. A report must be filed as to the efforts made to collect or account for each item.

iii. A special report shall be made for lost instructional materials that have not been issued to students. When the reason or cause for such loss is known, this must be included in the report.

iv. In order to comply with the provisions of Florida Statutes or

give reasons in writing to the Superintendent or his/her designee for noncompliance, principals must account for all instructional materials delivered into their custody by returning all such materials or by providing explanation for each material not returned, in the same manner as discrepancies are reported. School principals will provide the School Board with an annual inventory report to include an accurate accounting of the number of titles available and a report of the lost or damaged books.

v. It shall be the duty and responsibility of each principal to collect from each pupil or his/her parent, the purchase price of any instructional material the pupil has lost, destroyed, or unnecessarily damaged, to report and transmit such amounts so collected to the Superintendent or his/her designee Section 1006.28, Florida Statutes, to be deposited in the school budget for replacement of instructional materials.

vi. In no case shall a principal or a teacher be held financially accountable for the loss of instructional materials if appropriate accounting for all losses were made in accordance with the foregoing provisions

V. EVALUATION, SELECTION, AND ADOPTION OF INSTRUCTIONAL MATERIALS

A. General Provisions.

1. The evaluation and selection of instructional materials shall be performed in a manner consistent with Sections 1006.31 and 1006.34(2)(b), Florida Statutes. The procedures outlined herein shall be used to evaluate and recommend instructional materials that are to be considered for School Board adoption, subject to administrative review as stated in this policy. These processes will be used for both a School Board adoption of instructional materials from the Florida DOE Adopted Instructional Materials list and for a School Board instructional materials adoption conducted independently of the Florida DOE process.

2. School Board administrative staff may provide additional instructional materials titles and appropriate open education resources for review. Open Educational Resources (OER) are free, easily accessible, openly licensed documents and media that are useful for teaching, learning, and assessing as well as for research purposes.

B. Roles and Responsibilities of Publishers in Adoption Process

1. Publishers will be asked to submit instructional materials for review by the School Board.

2. Publishers will be given written notification of any special conditions for participation in the School Board's adoption process as determined by Office of Academics' staff.

3. Generally, publisher presentations in schools will not be part of the evaluation/adoption process. However, if the Chief Academic Officer or his/her designee determines that publisher presentations are required during any part of the evaluation/adoption process, specific procedures as issued by the Instructional Materials office and approval by the Superintendent must be followed.

   a. The School Board prohibits the publishers, manufacturers, or representatives of instructional materials submitted for School Board adoption from communicating directly with voting members during the process of the review and during the time teachers are reviewing materials. All contact must be made through the School Board instructional materials office. Publishers should not be denied answers to questions and should be advised of the procedures and all related information. If a committee elects to have publisher presentations, every publisher submitting materials for consideration in that specific subject area will be provided an equal opportunity to present in the same amount of time provided to any and all other publishers.

      Agents or publisher's representatives will not contact the School Board Adoption Committee, or School/School Board Personnel except for the appropriate designee of the instructional materials office and the designated curriculum supervisor for the purpose of discussing matters relating to instructional materials being considered for School Board adoption.

   b. Publishers and their representatives who fail to adhere to School Board policies and/or procedures will be notified of their infractions by the Superintendent of Schools, and this could result in the withdrawal of their materials from consideration.

   c. Cone of Silence –

      i. Procurement & Warehousing Services Department adheres to the **"Cone of Silence"**, which is a period of limitation made effective from the time of the release of a solicitation and remains in effect until the contract is awarded by the School Board.

      ii. Any proposer, or lobbyist for a proposer, is prohibited from having any communications (except as provided in this rule) concerning any solicitation for competitive procurements with any School Board member, the Superintendent, any

Evaluation Committee Member, or any other School Board employee after the Procurement & Warehousing Services Department releases a solicitation.

iii. All communications regarding the solicitation shall be directed to the designated Purchasing Agent, unless so notified by the Procurement & Warehousing Services Department.

iv. This period of limitation is enforced for solicitations issued for competitive procurements as described by School Board Policy 3320, Part II, Section GG. Any vendor or lobbyist who violates this provision shall cause their Proposal (or that of their principal) to be considered non-responsive and therefore be ineligible for award.

4. An Adoption Committee will review instructional materials proposed for adoption by the School Board and make recommendations to the Office of Academics on which titles or resources are best suited for Broward County Public Schools.

5. The School Board shall assess and collect fees from publishers participating in the instructional materials approval process. The amount of fees assessed and collected shall be posted on the School Board's website and reported to the Florida Department of Education. The fees shall not exceed the actual cost of the review process, and the fees shall not exceed $3,500 per submission by a publisher. Any fees collected for this process shall be allocated for the support of the review process and maintained in a separate line item for auditing purposes. The fees shall be used to cover the actual cost of substitute teachers for each workday that a member of the School Board's instructional staff is absent from his/her assigned duties for the purpose of rendering service as an instructional materials reviewer. In addition, each reviewer may be paid a stipend and is entitled to reimbursement for travel expenses, and per diem in accordance with Section 112.061, Florida Statutes for actual service in meetings.

C. Adoption Committee Membership

1. The School Board will create instructional materials Adoption Committees based on subjects being reviewed annually. Committees must have a minimum of five (5) members but may have as many additional members as the Superintendent or his/her designee appoints. A member of a State adoption committee may not serve on the School Board committee. Teacher members must be certified in and teaching in the subject area being reviewed.
2. School Board curricular staff members who have taught in the subject area being reviewed may serve as facilitators for the School

Board Adoption Committees to provide subject matter expertise and communicate the School Board's curricular vision and goals to committee members. They may assist in the review process and the correlation of publisher submissions with course and subject instructional objectives.

3. Representatives from the Exceptional Student Education Department, the Diversity Department, Gifted and Talented Services, the Instructional Technology Department, Information Technology or other appropriate School Board departments may also serve as advisors to the School Board Adoption Committees. These representatives will review the materials for their strengths in meeting the needs of sub-groups of students and in their compatibility with the School Board's standard technology and network. Teacher and curriculum specialists will be appointed from nominations submitted by principals and/or School Board curricular staff.

4. Parents will be notified when the textbook annual review begins through various School Board resources. Parents will be asked to review the proposed instructional materials. Parents will be appointed from nominations submitted by parent advisory groups or may apply directly to serve. Parent applications will be posted on the Broward County Public Schools websites. Applications will be reviewed by the Office of Academics and will notify selected parents.

5. The membership of the Adoption Committee should reflect the broad racial, ethnic, socioeconomic and cultural diversity of the School Board including a balanced representation from the various geographic regions and be representative of students of diverse learning styles and ability levels. School representation will be rotated with each adoption.

D. Adoption Committee Duties and Responsibilities

1. The following are the duties of the Adoption Committee members:

a. To adhere to the processes defined by the School Board for reviewing and evaluating the instructional materials.

b. Each member of any School Board instructional materials Adoption Committee must sign an affidavit declaring no conflict of interest before transacting the business of the committee.

c. Members of any School Board instructional materials Adoption Committee will receive instructions that they are prohibited from accepting gifts, money, emoluments, or other valuables which shall directly or indirectly influence the adoption or purchase of any instructional materials. These prohibitions apply to committee

members. Committee members shall conduct themselves in the best interest of students in support of the School Board's academic plan.

d. Committee members are prohibited from discussing matters relating to the instructional materials submitted for adoption with agents or representatives of a publisher either directly or indirectly except during committee meetings where presentations are made. Publishers are expected to abide by the Notification to Publishers or Manufacturers of Instructional Materials for policies and procedures governing School Board adoptions.

E. Adoption Review Standards

1. The standards used to determine the propriety of the materials shall include: age appropriateness, educational purpose to be served by the materials, degree to which the materials encompass the State and School Board performance standards provided for in F.S. 1001.03(1), the inclusion of instructional objectives contained within the curriculum frameworks by the State Board of Education, the degree to which the materials would be supplemented and explained by mature classroom instruction, and a consideration of the broad racial, ethnic, socioeconomic, and cultural diversity of the students of the School Board. No instructional materials that contain pornography or are otherwise prohibited by F.S. 847.012 and/or F.S. 847.0133 shall be recommended for use in School Board schools.

F. School Board Adoption Process

1. All committee recommendations must be reviewed by appropriate School Board administrative staff for review of the appropriateness of the materials ensuring that they meet School Board curricular objectives. The Chief Academic Officer will incorporate the review finding of the individual committees into an instructional materials plan. The instructional materials plan will be forwarded to the Superintendent for review and approval based on findings of the appropriateness of the materials. If approved by the Superintendent, the instructional material plan is submitted to the School Board for final approval and adoption.

2. Meetings of committees convened for the purpose of ranking, eliminating, or selecting instructional materials for recommendation to the district school board must be noticed and open to the public in accordance with Section 286.011, Florida Statutes. Any committees convened for such purposes must include parents of district students.

3. Prior to approving the annual instructional materials plan, the School Board will hold a publicly noticed Special School Board Meeting to receive public comment on the recommended instructional materials. The notice of the meeting will be made at least twenty (20) calendar days prior to the Special School Board Meeting and the notice will contain the directions for how the student editions of the recommended instructional materials can be accessed and viewed online by the public.

4. Subsequent to the date of the Special School Board Meeting to receive public comment on the proposed instructional materials, the School Board shall conduct a separate School Board meeting to approve the annual instructional materials plan. The notice published for this meeting shall inform the public of the specific instructional materials being reviewed and the manner in which the instructional materials can be accessed for public review.

5. Any request from a school center to use textbooks or other related instructional and any other materials as part of the curriculum and which are not School Board adopted, must be approved by the Superintendent or his/her designee based on the appropriateness of the materials to meet School Board curricular objectives. Any request for funding of such materials must be approved by the Superintendent or his/her designee.

G. Independent School Board Adoption Process

1. Should the Superintendent or his/her designee deem a School Board-adoption independent of the Florida DOE necessary, the following processes will be used.

2. The School Board shall advertise in a local newspaper of general circulation four (4) weeks preceding the date on which the bids shall be received.

   a. The advertisement shall state that each bidder shall furnish electronic sample copies of all instructional materials submitted, at a time designated by the School Board, which copies shall be identical to the copies furnished to the School Board and Superintendent.

   b. The advertisement shall state that a contract covering the adoption of the instructional materials shall be for a definite term.

   c. The advertisement shall fix the time within which the required contract must be executed and shall state that the School Board

reserves the right to reject any or all bids.

d. The advertisement shall give the publisher information on the specifications for format, content, presentation, and learning as required by the School Board and by Florida Statute.

e. Sealed bids or proposals to be submitted to the School Board will be received from publishers or manufacturers for the furnishing of instructional materials proposed to be adopted as listed in the advertisement beginning the date after the advertisement is placed.

f. The bids submitted shall be for furnishing the designated instructional materials in accordance with specifications of the School Board. The bid shall state the lowest wholesale price at which the materials will be furnished, at the time the adoption period provided in the contract begins.

g. School Board Administrators may submit appropriate Open Education Resources for review by committee. Open Educational Resources (OER) are freely accessible, openly licensed documents and media that are useful for teaching, learning, and assessing as well as for research purposes.

h. Instructional materials submitted by publishers will be reviewed by an Adoption Committee using the processes and procedures previously specified in this policy.

i. The School Board shall assess and collect fees from publishers participating in the instructional materials approval process. The amount of fees assessed and collected shall be posted on the School Board's website and reported to the Florida Department of Education. The fees shall not exceed the actual cost of the review process, and the fees shall not exceed $3,500 per submission by a publisher. Any fees collected for this process shall be allocated for the support of the review process and maintained in a separate line item for auditing purposes. The fees shall be used to cover the actual cost of substitute teachers for each workday that a member of the School Board's instructional staff is absent from his/her assigned duties for the purpose of rendering service as an instructional materials reviewer. In addition, each reviewer may be paid a stipend and is entitled to reimbursement for travel expenses, and per diem in accordance with Section 112.061, Florida Statutes for actual service in meetings.

VI. OBJECTION(S) TO USE OF INSTRUCTIONAL MATERIALS

A. Objection(s) to Adopted Instructional Material(s) Process (within 30 days after adoption).

1. The School Board has established a process by which parent(s) of a student or a resident of Broward County may contest its adoption of a specific instructional material.

2. The parent or resident of Broward County must submit their objection, on a form provided by the School Board, within thirty (30) calendar days after the adoption of the instructional material by the School Board.

3. The School Board has the form available to the public and published on the school district's Innovative Learning/Instructional Materials website.

4. The form must be signed by the parent or resident of Broward County, include the required contact information, and state the basis for the objection to the instructional material based on the criteria of Section 1006.31(2), Florida Statutes or Section 1006.40(3)(d), Florida Statutes. Complainant must provide proof of residency.

5. Within thirty (30) calendar days after the 30-day period has expired, the School Board must, for all objection forms timely received, conduct at least one open public hearing before an unbiased and qualified hearing officer.

6. The hearing officer may not be an employee or agent of the School Board. The hearing is not subject to the provisions of Chapter 120, Florida Statutes, however, the hearing must provide sufficient procedural protections to allow each petitioner an adequate and fair opportunity to be heard and present evidence to the hearing officer. The School Board's decision after convening a hearing is final and not subject to further petition or review.

B. Objection(s) to Instructional Materials Process

1. The School Board shall form a Superintendent Review Committee (SRC) to review objections to instructional materials. Committees must have a minimum of five (5) members but may have as many additional members as the Superintendent or his/her designee appoints based on need.
2. Any SRC convened for the purpose of resolving an objection by a parent or resident to specific materials must include parents of students who will have access to such materials.
3. The membership of the SRC should reflect the broad racial, ethnic, socioeconomic, and cultural diversity of Broward County Public Schools as well as individual(s) with noted or reasonable subject matter expertise.
4. Objection to Library/Instructional Materials Form

a. A parent or resident of Broward County that wishes to object to materials used within the School Board of Broward County Public Schools must complete the "Objection to Library/Instructional Materials Form" located on the School Board of Broward County homepage.
b. The objection shall include the following information: Parent or resident of Broward County must specify the text within the material he/she believes is out of compliance with the requirements of Section 1006.28(2)(a)2.a. or b., Florida Statutes, and the nature of the alleged noncompliance.
c. Notifications - Upon receipt of the completed Objection to Library/Instructional Materials Form, notification will be sent to the principal of the school where the objection originates as well as to the Innovative Learning Department staff, school board members, and the Superintendent.
d. Any item subject to an objection on the basis of Section 1006.28(2)(a)2., Florida Statutes, sub-sub subparagraph b. (I) or sub-sub-subparagraph b. (II) must be removed within 5 school days of receipt of the objection and remain unavailable to students of that school until the objection is resolved.

5. SRC Review
   a. Innovative Learning Department Director shall convene the SRC to review the material.
   b. SRC will utilize an approved review rubric aligned to School Board policies and state statutes approved by the Superintendent.

6. SRC's Recommendation to Board

   a. A decision will be rendered within 90 days after receipt of the objection.
   b. SRC will submit their recommendation to the School Board, the Superintendent, and the parent or resident of Broward County that submitted the objection. The recommendation may be any of the following:

      i. allow the challenged material to maintain its current status;
      ii. leave the challenged material in the classroom or school media center, but allow students to use alternate materials approved by school personnel who require the use of the disputed items;
      iii. limit the educational use of the challenged material;
      iv. transfer the challenged material to a higher-level school (e. g. elementary to a middle school); and/or
      v. remove the challenged material from the school environment.

7. Appeal

a. If a parent or resident of Broward County disagrees with the determination made by the SRC, they may request inclusion on the School Board agenda.
b. If they disagree with the School Board decision on the objection to the use of a specific material, a parent or resident of Broward County may request from the Commissioner of Education appointment of a special magistrate who is a member of the Florida Bar in good standing and who has at least 5 years' experience in administrative law to render a recommended decision.

C. Certification of Objections to Instructional Materials

a. Annually, beginning June 30, 2023, submit to the Commissioner of Education a report that identifies:
b. Each material for which the school district received an objection pursuant to Section 1006.28(a)(2), including the grade level and course the material was used in, for the school year and the specific objections thereto.
c. Each material that was removed or discontinued.
d. Each material that was not removed or discontinued and the rationale for not removing or discontinuing the material.

Policy Custodian: Innovative Learning Department
Former Policy Number(s): 2.5, 6308, and 6.5
Policy Status [Active/Inactive]: Active

AUTHORITY: Sections 1001.215, 1006.28, 1006.283, 1006.31, 1006.33, Florida Statutes
POLICY ADOPTED: 6/13/2023

SCHOOL BOARD POLICY 5202 - GIFTS: SOLICITATION AND RECEIPT

1. **School District Employee**. For the purposes of this rule, "school district employee" shall mean a person who is hired to provide services to the school district on a regular basis in exchange for compensation (including part-time and substitute staff) and who does not provide these services as part of an independent business. School Board Members are not "school district employees" subject to the provisions of this rule, but are subject to those limitations upon the solicitation and receipt of gifts contained in Section 112.3148, Florida Statutes.

2. **Improper Influence**. No school district employee shall solicit or accept anything of value, including a gift, loan, money, credit, entertainment, reward, promise of future employment, favor, or service, based upon any understanding that the vote, official action, or judgment of the school district employee would be influenced thereby. School district employees are permitted to accept gifts of appreciation or gratitude from parents such as holiday/seasonal gifts, birthday gifts, or gifts at the end of the school year. Florida School Board Members are governed by Florida Statutes and Ethics Rules.

3. **Gifts or Gratuities - Employees**. No school district employee shall accept any gift or gratuity from any person, vendor, potential vendor or other entity doing business with the school district when such gift or gratuity is provided to influence that employee's performance of official duties. Prohibited gifts and gratuities include, without limitation, invitations to meals and functions, complimentary admissions to entertainment programs or sporting events, tangible gifts of appreciation, cash and other financial contributions, and donations of stocks and bonds. However, nothing in this rule shall be construed to preclude an employee from accepting beverages, snacks, notepads, pens or similar items commonly offered to guests at a business conference. Except as prohibited herein, school district employees may accept food and beverages costing no more than $100 provided at a single sitting or meal during the performance of their duties from any person, vendor, potential vendor or other entity doing business with the school district. Furthermore, school district employees may accept gifts and awards (including, but not limited to, testing incentives, teacher of the year awards, school supplies, and items donated by school business partners) provided during the performance of their duties by a vendor, potential vendor, or other person or entity doing business with the school district for participation in valid educational programs if such gifts and awards are approved in advance by the Superintendent of Schools or his/her designee. In addition, school district employees may accept a gift on behalf of the school district, provided that custody of the gift is not maintained for any period of time beyond that reasonably necessary to arrange for the transfer of custody and ownership of the gift to the school district or a charitable organization in accordance with Section 112.3148(4) or (5), Florida Statutes. School Board Policy 6308 delineates rules for publishers, textbook adoption committees and district staff regarding gifts, food, money, emoluments, entertainment, employment, or other valuables. Fund-raising activities are not subject to the provisions of this rule, but are subject to those contained in School Board Policy 6206.

4. **Return of Gifts**. A school district employee shall return any prohibited gifts to the donor along with an explanation for its return. Prohibited gifts that are perishable may either be returned to the donor or donated to a charity in the name of the original donor.

5. **Business Travel**. A school district employee may not accept transportation, lodging or related travel expenses for the purpose of making a presentation, attending a conference, or inspecting products or programs that may be of interest to the school district from any vendor, potential vendor or other person doing business with the school district. If any such trips are deemed necessary by the school district, they shall be approved in advance by the Superintendent of Schools or his/her designee and shall be made at school district expense. However, a vendor, potential vendor or other person doing business with the school district may make reimbursement to the school district for the school district employee's travel expenses incurred with regard to the approved trip.

6. **Discounts on Merchandise or Services**. A school district employee shall not accept a personal discount on merchandise or services from a vendor, potential vendor, or other person doing business with the school district unless that same rate of discount is openly offered to all school district employees or arises under a contract between the school district and the provider of the discount.

7. **Procurement Employees and Reporting Individuals**. Each procurement employee or reporting individual shall comply with the limitations upon the solicitation and receipt of gifts contained in Section 112.3148, Florida Statutes. [See: Section 112.3148, Florida Statutes]. "Procurement employee" shall mean any school district employee who participates through decision, approval, disapproval, recommendation, preparation of any part of a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, or auditing or in any other advisory capacity in the procurement of contractual services or commodities as defined in Section 287.012, Florida Statutes, if the cost of such services or commodities exceeds $1,000 in any year. "Reporting individual" shall mean any school district employee who is required by law, pursuant to Section 8, Article II of the Florida Constitution or Section 112.3145, Florida Statutes, to file full or limited public disclosure of his or her financial interests. Training regarding solicitation and receipt of gifts will be provided to all employees and reporting individuals as required.

AUTHORITY: Sections 112.312, 112.313, 112.3148, 1001.41 and 1001.42, Florida Statutes.

Policy Adopted: 5/3/11

Pre-qualification of Contractors for Educational Facilities

The School Board ("Board") through the Superintendent or designee, shall pre-qualify all "contractors" for construction contracts, and any other contracts that require a certificate issued pursuant to Chapter 489, Florida Statutes. The Superintendent shall establish procedures for the pre-qualification of contractors for Architectural, Engineering, Landscape Architectural, Land Surveying, Construction Management, Construction Management At-Risk, Design Build, Program Management, Inspection Services, and any other construction service which is subject to Section 287.055, Florida Statutes.

The School Board shall:

1. Receive applications for contractor pre-qualification in compliance with State Requirements for Educational Facilities (SREF) 4.1 and prequalify contractors for a one-year period or for a specific project.
2. Publish notices of Qualifications Selection Evaluation Committee (QSEC) meetings in a local newspaper having general circulation throughout the District at least thirty days prior to the committee meeting and notify committee participants again, seven days prior to the meeting. The notices shall contain the purpose, date, time, and place of the hearing.
3. Prescribe procedures for reviewing and evaluating applications and making recommendations for type of project, dollar volume, and limits allowed within the scope of the prequalification.
4. Prescribe procedures that will not supersede any small business, woman- or minority-owned business enterprise preference program adopted by the Board.
5. Prescribe procedures by which the Board may reject applications that contain inaccurate information, declare a contractor delinquent, and suspend or revoke a pre-qualification certificate.

Each contractor, firm, or person requesting pre-qualification shall submit separate applications that require the following:

1. Detailed information on Board prescribed forms setting forth the applicant's competence, past performance, experience, financial resources, and capability, including a public entity crime statement and references.
2. Audited financial information current within the past twelve (12) months, such as a balance sheet and statement of operations and bonding capacity. The requirement for financial information may be satisfied by the contractor providing written verification of the contractor's bonding capacity.
3. General information about the contractor's company, its principals, and its history including state and date of incorporation.
4. Contractor trade categories and information regarding the state and local licenses and license numbers held by the applicant.
5. A list of projects completed within the past five years, including dates, clients, approximate dollar values, and project scopes.

6. Certificates of insurance confirming current workers' compensation, public liability, and property damage insurance as required by law.
7. A list of all pending litigation and all litigation within the past five years, including an explanation of each. Litigation initiated by the contractor to protect the contractor's legal rights shall not be used as a basis for rejecting pre-qualification.
8. Signed by an authorized officer of the company, the owner or sole proprietor, as appropriate, attesting to the completeness and correctness of the application and financial information.

Qualification Selection Evaluation Committee – Pre-qualification:
Designate an evaluation and recommendation committee, the Qualification Selection Evaluation Committee, to be composed of nine (9) standing voting members for the purpose of pre-qualification of contractors. QSEC shall also include one (1) non-voting staff member from the Office of the Chief Auditor to serve in an advisory and support role.

QSEC Pre-qualification committee shall be comprised of the following nine (9) standing voting members:

1. Chief Facilities Officer or designee.
2. Chief Strategy & Operations Officer or designee.
3. One (1) Director from the Office of School Performance & Accountability or designee.
4. One (1) Executive Director, Director, Manager, or Supervisor from Facilities Division.
5. Chief Building Official, or designee.
6. Coordinator. Supplier Diversity & Outreach or designee.
7. One (1) member of the general public appointed by the Superintendent of Schools.
8. One (1) representative of the South Florida Chapter, Associated General Contractors of America (AGC) or the Associated Builders and Contractors Florida East Coast Chapter (ABC) or the Builder's Association of South Florida (BASF) or the Construction Association of South Florida (CASF) or the Minority Builders Coalition (MBC) not having had business with the District for a period of two (2) years. (The designated appointee shall alternate from year-to-year between the AGC, ABC, BASF, CASF, and MBC.)
9. Facilities Task Force Chair or designee.

A quorum shall be six (6) voting members for pre-qualification of contractors.

The School Board of Broward County shall receive and either approve or reject each application for pre-qualification within sixty (60) days after receipt of application in its entirety and all required documents. Approval shall be based on the criteria and procedures set forth in SREF.

The Board shall issue to all pre-qualified contractors a certificate valid for one (1) year from the date of approval or for the specific project(s). That certificate shall include the following:

1. A statement indicating that the contractor may bid, propose, or otherwise be considered, on the specific project(s) or for this specific time period.

2. A statement establishing the total dollar value of the work the contractor will be permitted to have under contract with the Board at any one time. The maximum value shall not exceed the contractor's bonding capacity or ten (10) times the net quick assets.
3. A statement establishing the maximum dollar value of each individual project the contractor will be permitted to have under contract with the Board at any one time. The maximum value of each project may be up to twice the value of the largest similar project previously completed but shall not exceed the contractor's bonding capacity or ten (10) times the net quick assets.
4. A statement establishing the type of work the contractor will be permitted to provide.
5. The expiration date of the certificate.

It shall be the responsibility of the contractor to renew annually certificates not for a specific project. Financial statements or written verification of bonding capacity on file with the Board shall be updated annually. Failure to submit a new statement or verification of bonding capacity within thirty (30) days, written notice by the Board shall automatically revoke a pre-qualification certificate.

1. Pre-qualified contractors may request a revision of their pre-qualification status at any time they believe the dollar volume of work under contract or the size or complexity of the projects should be increased if experience, staff size, staff qualifications, and other pertinent data justify the action.

The decision to declare a contractor delinquent may be made only by the Superintendent and must be ratified by the Board at its next regular meeting following the decision by the Superintendent. Should the contractor be determined to be delinquent, after notice and an opportunity for a fair hearing, the Board shall notify the contractor and its surety, in writing, that the contractor is disqualified from bidding, proposing, or otherwise receiving consideration, for work with the District as long as the delinquency exists. A delinquent condition exists when one (1) or more of the following conditions occur without justifiable cause:

1. A substantial or repeated failure to comply with contract documents after written notice of such non-compliance.
2. A substantial or repeated failure to provide supervision and coordination of subcontractor's work after written notice of such failure.
3. Substantial deviation from project time schedules after written notice of non-compliance.
4. Substantial or repeated failure to pay subcontractors after the Board has paid the contractor for the work performed by the subcontractors in accordance with approved requisitions for payment.
5. Substantial or repeated failure to provide the quality for workmanship compatible with the trades' standards for the community after written notice of such failure.
6. Substantial or repeated failure to comply with the warranty requirements of previous contracts after written notice of such failure.
7. Failure to maintain the required insurance coverage after written notice of such failure.

The Board may, for good cause, suspend a contractor for a specified period of time or revoke the pre- qualification certificate. Causes for suspension or revocation shall include, but are not limited to, one or more of the following:

1. Inaccurate or misleading statements in the application.
2. Declared in default by the Board.
3. Filed for or adjudged to be bankrupt.
4. Performance, in connection with contract work, becomes unsatisfactory to the Board, based on the Board asserting and recovering liquidated damages in an action against the contractor.
5. Payment record, in connection with contract work, becomes unsatisfactory to the Board, based on the contractor's failure to comply with the Construction Prompt Pay Act (Section 715.12, F.S.)
6. Becomes delinquent on a construction project.
7. Contractor's license becomes suspended or is revoked by a licensing agency.
8. No longer meets the uniform pre-qualification criteria established in this policy.

A contractor whose application has been rejected or whose certificate has been suspended or revoked by the Board shall be given the benefit of reconsideration and appeal as follows:

1. The aggrieved contractor may, within ten (10) days after receiving notification of such action, request reconsideration in writing. The contractor may submit additional information at the time of appeal.
2. The evaluation committee shall review the additional information and make its recommendation to the Superintendent within fifteen (15) calendar days (excluding those days that the District is closed, e.g., weekends, holidays).
3. The Board shall act upon the Superintendent's recommendation within thirty (30) calendar days and shall notify the contractor of its action to adhere to, modify, or reverse its original action. The Board may require additional information to justify the reconsideration.

AUTHORITY:

Rule 6-2.0111, Florida Administrative Code, and Sections 1013.02, 1013.03, 1013.12, 1013.45, 1013.37, 255.20, 287.055, 471, 481, 489.113(2), 489.125, Florida Statutes.
SREF 4.1
Primary Qualifying Agent as per F.S. 489.105 (4).
Secondary Qualifying Agent as per F. S. 489.1195 (e)
Adopted: 10/18/16

PAYMENTS TO CONTRACTOR DURING CONSTRUCTION

PER STATUTE F.S. 255.078, AND EXCEPT AS PROVIDED BELOW, CONSTRUCTION PAYMENTS ON PROJECTS UP TO FIFTY (50) PERCENT COMPLETION SHALL NOT EXCEED NINETY (90) PERCENT OF THE WORK COMPLETED OR MATERIALS PAID FOR AND PROPERLY STORED ON SITE, OR IN A BONDED WAREHOUSE.

PAYMENTS SHALL BE CONDITIONED UPON OWNER'S REPRESENTATIVE APPROVING PROGRESS OF WORK AND MATERIALS STORED, IN ACCORDANCE WITH THE EXECUTED CONSTRUCTION CONTRACT.

REDUCTION OF RETAINAGE:
PER STATUTE F.S. 255.078, RETAINAGE SHALL BE REDUCED TO FIVE (5) PERCENT AFTER THE PROJECT REACHES FIFTY (50) PERCENT COMPLETION. FURTHER REDUCTION OF RETAINAGE SHALL BE AUTHORIZED ONLY AFTER THE PROJECT ACHIEVES SUBSTANTIAL COMPLETION AND THE CERTIFICATE OF OCCUPANCY OR FORM OEF 110B HAS BEEN FULLY EXECUTED. THE RETAINAGE REDUCTION BELOW FIVE (5) PERCENT SHALL REQUIRE THE RECOMMENDATION OF THE SUPERINTENDENT OR DEPUTY SUPERINTENDENT OF FACILITIES AND CONSTRUCTION MANAGEMENT, AND BE AUTHORIZED BY BOARD ACTION.

REDUCTION OF RETAINAGE ON IDENTIFIABLE PHASED PROJECTS IS PERMITTED, PURSUANT TO THE RULES ABOVE. FOR PHASED PROJECTS, IF THE OVERALL CONTRACT VALUE EXCEEDS THE CONSTRUCTION COST LIMIT PER STATUTE F.S. 287.055; REDUCTION OF RETAINAGE ON INDIVIDUAL PHASES SHALL REQUIRE BOARD APPROVAL.

FINAL PAYMENT OF RETAINAGE:
THE CRITERIA AND CONDITIONS FOR FINAL PAYMENT OF THE RETAINAGE INCLUDE:

1. THE SCHOOL BOARD ACCEPTS THE FACILITY VIA AN EXECUTED FORM 110B.
2. ALL CONTRACTUAL OBLIGATIONS HAVE BEEN COMPLETED.
3. EXECUTED FORM OEF 209, OR WHEN AN OEF 209 IS NOT REQUIRED, CERTIFICATION OF COMPLETION BY THE ARCHITECT OR ENGINEER OF RECORD.

FINAL ACCEPTANCE AND RELEASE OF RETAINAGE ON PROJECTS WITH A CONSTRUCTION COST LIMIT PER F.S. 287.055 SHALL NOT REQUIRE BOARD APPROVAL. APPROVAL SHALL BE GRANTED BY THE DEPUTY SUPERINTENDENT OF FACILITIES AND CONSTRUCITON MANAGEMENT OR DESIGNEE, UPON RECEIPT OF THE EXECUTED CERTIFICATE OF FINAL INSPECTION OR CERTFICATE OF COMPLETION NOTED ABOVE. FOR THE PURPOSES OF THIS RULE, CONSTRUCTION CONTRACTS THAT DO NOT REQUIRE A CERTIFICATE OF OCCUPANCY SHALL BE CERTIFIED AS SUBSTANTIALLY COMPLETE BY THE ARCHITECT OR ENGINEER OF RECORD.

AUTHORITY: F.S. 1001.41 (1) (2)
F.S. 1013.50
F.S. 218.735 (8)
F.S. 255.078
F.S. 287.055
POLICY ADOPTED: 1/21/82; 5/19/88; 1/16/07

POLICY NO. 8000

APPROVAL OF FACILITIES' CONSTRUCTION CONTRACT CHANGE ORDERS

THE SCHOOL BOARD HEREBY AUTHORIZES THE APPROVAL OF CHANGE ORDERS IN THE NAME OF THE BOARD, PURSUANT TO THE RULES LISTED BELOW.

RULES

1. The Superintendent is authorized to approve all change orders up to $25,000, based on the recommendation of Broward County Public Schools Director of Construction.

2. The Superintendent is authorized to approve change orders up to $100,000, provided the cumulative total of all change orders for a specific project has not reached the cumulative limit identified in Rule 3 below. All change orders above $25,000 will be reviewed by the District's Change Order Review Panel (CORP) and a recommendation will be provided to the Chief Operations & Facilities Officer prior to any authorization by the Superintendent.

3. The cumulative limit of authority shall be 10 percent of the board approved construction contract amount. When the cumulative total of all change orders on a project has exceeded the ceiling established above, all subsequent change orders will require prior Board approval, except in emergency cases as declared by the Superintendent, or where the change order in question is less than $25,000.

4. Subsequent to approval of change orders by the Superintendent in accordance with Rules 1 and 2, notice shall be provided to the Board in a weekly report, outlining such approvals. Although all change orders will be confirmed by the Board at project closeout, this does not preclude change orders outlined in Rule 3 above from requiring prior Board approval.

Policy Custodian: Capital Programs
Former Policy Number: 7006
Policy Status: Active
Authority: F.S. 1001.41(1)(2), F.S. 1013.48
Policy Adopted: 9/3/87, Amended 9/13/2022, 12/13/2022, 3/12/2024, 6/17/2025

Status: ORIGINAL

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

2026-10-13	Regular School Board Meeting
CATEGORY:	O. Operations
DEPARTMENT:	Procurement & Logistics Operations

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

TITLE:

ITB26-031 – Bleacher and Auditorium Seating Repair Services - Additional Funding Request

REQUESTED ACTION:

Approve an increase in budget funding in the amount of $4,535,000 for Invitation to Bid (ITB) ITB26-031 – Bleachers and Auditorium Seating Repair Services awarded to the following three Vendors: 1) Faciliserv, Inc. d/b/a Charron Sports Services; 2) Lyle Bleachers, Inc.; 3) SSE and Associates, Inc. d/b/a Southeastern and Equipment, for continued bleacher and auditorium seating repair 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
- List of Schools FY26-27

FINANCIAL IMPACT:

$4,535,000. The ITB will be funded through the PPO Departments General Fund budget.

STRATEGIC PLAN ALIGNMENT:

Student Focus Outcomes

Guardrail 1: Safety

OR **Business Operations**

BOARD ACTION:

(For Official School Board Records Only)

SOURCE OF ADDITIONAL INFORMATION

Name:	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 Sep 29,

Electronic Signature

Form $4189 Revised 9/26

HH/JJS

Approved in Open Board Meeting On: October 13, 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

ITB26-031 – Bleacher and Auditorium Seating Repair Services - Additional Funding Request

Board Meeting Date: October 13, 2026

Requested Action:
Approve an increase in budget funding in the amount of $4,535,000 for Invitation to Bid (ITB) ITB26-031 – Bleachers and Auditorium Seating Repair Services awarded to the following three Vendors: 1) Faciliserv, Inc. d/b/a Charron Sports Services; 2) Lyle Bleachers, Inc.; 3) SSE and Associates, Inc. d/b/a Southeastern and Equipment, for continued bleacher and auditorium seating repair 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	• Not Applicable
Statutory Requirement	• Yes. Structural members for stadiums and bleachers, including seats and related facilities, shall be maintained in a safe condition and shall be free from hazards, including cracks, spalling, exposed reinforcing steel, rust, and loose fastenings per Chapter 5, Section 13(n)(1) of the State Requirements for Educational Facilities (SREF), Florida Department of Education, 2014 Edition. • Additionally, biennial inspections shall be performed by a structural engineer for all concrete, structural members, and stadiums and bleachers pursuant to Chapter 5, Section 13(n)(2)(b) of the State Requirements for Educational Facilities (SREF), Florida Department of Education, 2014 Edition.
If the School Board votes "Yes"	• Sufficient budget authority will establish continued repair services for various models of indoor/outdoor bleachers, indoor basketball backstops and auditorium seating Districtwide.
If the School Board votes "No"	• The requested budget authority will not be provided. • The budget increase is necessary to address and mitigate necessary repairs to various models of indoor/outdoor bleachers, basketball backstops, and auditorium seating. Due to safety concerns, the bleachers and auditorium seating in need of repair cannot be used during athletic and other school activities/events. Additionally, loose components, broken seats, sharp edges, unstable supports, damaged steps, and inadequate guardrails can

	contribute to cuts, pinching, entrapment, slips, trips, falls, or structural failure. Minor defects can worsen over time, damage adjacent components, and turn manageable repairs into extensive, expensive full replacement projects. Lastly, follow-up repair services may be required to correct any deficiencies identified by the structural engineer in his/her biennial inspections. • Additional Board action would be required at a later date to secure necessary funding to continue bleacher and auditorium seating repair services, resulting in avoidable administrative delays.
Alignment to the 2027 Strategic Goals and Guardrails	• Guardrail 1: Safety
Measurable Outcome(s)/Return on Investment	• To have repair services available District-wide for various models of indoor/outdoor bleachers, indoor basketball backstops, and auditorium seating to be provided in a timely manner to any emerging needs.

Background/History
The Physical Plant Operations (PPO) Department will utilize this bid to provide repair services to various models of indoor/outdoor bleachers, indoor basketball backstops, and auditorium seating District-wide. The repairs are essential to keeping students, staff, and visitors safe while attending athletic and other school activities. All concrete, structural members, stadiums, and bleachers are required to be inspected on a biennial basis by a structural engineer pursuant to Chapter 5, Section 13(n)(2)(b) of the State Requirements for Educational Facilities. Follow-up repairs are needed to correct any deficiencies identified in the Structural Inspection Report.

On June 9, 2025, SBBC issued an Invitation to Bid identified as ITB26-031- Bleacher and Auditorium Seating Repair Services. The School Board approved the agreement for ITB26-031 - Bleacher and Auditorium Seating Repair Services which was awarded to the following three Vendors: 1) Faciliserv, Inc. d/b/a Charron Sports Services; 2) Lyle Bleachers, Inc.; 3) SSE and Associates, Inc. d/b/a Southeastern Surfaces and Equipment on August 19, 2025, at the Regular School Board Meeting, as item OO-7, with a contract term of three (3) years commencing August 19, 2025, through August 18, 2028, in the amount of $1,155,000. Presently, however, ITB26-031 does not have sufficient available funding to adequately continue to cover the projected incurred costs associated with the various bleacher and auditorium seating repair services District-wide. A total of 22 months remain for the contract term period.

Please see the list of schools/facilities awaiting bleacher repair work and/or auditorium seating repair work.

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: August 19, 2025, through August 18, 2028, with an option for two additional one-year renewal periods and if needed, 180 days beyond the expiration date of the renewal period.
Multi-Year Agreement:	Yes.
Procurement Method:	**Piggyback Agreement** (Yes/No): No **Acquisition Method**: ITB26-031 was procured pursuant to Purchasing SBBC 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/ITB26-031_BleacherandAuditoriumSeatingRepairServices.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 $4,535,000.00.
2. Approval of this item will increase the total budget from **1,155,000.00 to 5,690,000.00**, with funding allocated from the PPO operating budget.

Current Requested Agreement Authority		
Original Agreement Authority Terms	**Length of Agreement Terms**	**Total Agreement Amount**
8/19/2025 – 8/18/2028	36 months	$1,155,000

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	PPO Operating Budget	$1,774,566	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	PPO Operating Budget	$2,366,088	
FY29	2 months	PPO Operating Budget	$394,346	

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 maintenance and repair of bleachers and auditorium seating – District-wide.
School Selection /Prioritization	The maintenance and repair of the bleachers or auditorium seating are performed during routine preventative maintenance and emergency requests.
Community/ Stakeholder Engagement	Not Applicable
End-User Input	Not Applicable
Technology/Capital Expected Lifecycle/Replacement Cycle	Not Applicable

Additional Backup:
Exhibit A: Financial Analysis Worksheet
Exhibit B: List of Schools/Schedule for FY26-27

EXHIBIT "A"

PROCUREMENT & LOGISTIC OPERATIONS

BROWARD COUNTRY PUBIC SCHOOLS

FINANCIAL ANALYSIS WORKSHEET

BID INFORMATION			
New Bid # (Ex: 10-004R):		**Preparation Date:**	September 25, 2026
Previous Bid # (Ex: 10-004R):	ITB26-031	**Buyer/PA:**	EDGAR LUGO
New Bid Award Total:		**Bid Title:**	Bleacher And Auditorium Seating Repair Services
Previous Award Total:	$1,155,000		
Bid Type:	INCREASE TO BID		
Previous Bid Term (Start Date):	8/19/2025	**New Bid Term (In Months):**	
Previous Bid Term (End Date):	8/18/2028	**# of Months Into Bid:**	13

SPEND REPORTING	
Purchase Order(s) Spend:	$904,481
P Card Purchases:	$0
Total Invoiced-to-Date Amount (PO + Pcard Purchases):	**$904,481**
Average Monthly Expenditure:	$69,575
Unused Authorized Spending:	**$250,519**
Est. Forecasted Spend (For Entire Bid Term):	

VENDOR INFORMATION			
Awarded Vendors:	**Certification Type:**	**Ethnicity / Gender:**	**Spend:**
104419-SOUTHEASTERN SURFACES & EQUIPMENT	N/A		$ 904,481
	PO VENDOR SPEND:		**$ 904,481**
	P-CARD SPEND:		**$ -**
	TOTAL SPEND:		**$ 904,481**

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

Data Source: SAP and Works (Bank of America system)	Prepared on:	9/27/2026

All information included in this summary is based on the preparation date listed above and may change at any time beyond that date.

INTERIOR BLEACHERS

The locations depicted below have open work orders pending repairs.

* Project will be removed based on redefinition decisions.

FACILITY NAME	DESCRIPTION	LOCATION/TYPE	
APOLLO MIDDLE	REPAIR BLEACHERS	GYM	
ATTUCKS MIDDLE	REPAIR BLEACHERS	GYM	
BAIR MIDDLE	REPAIR BLEACHERS	GYM	
BOYD H ANDERSON SENIOR HIGH	REPAIR BLEACHERS	GYM	
CHARLES W FLANAGAN SENIOR HIGH	REPAIR BLEACHERS	GYM	
COCONUT CREEK SENIOR HIGH	REPAIR BLEACHERS	GYM	
COOPER CITY SENIOR HIGH	REPAIR BLEACHERS	GYM	
CORAL GLADES HIGH SCHOOL	REPAIR BLEACHERS	GYM	
CORAL SPRINGS MIDDLE	REPAIR BLEACHERS	GYM	
CRYSTAL LAKE MIDDLE	REPAIR BLEACHERS	GYM	
DANDY WILLIAM MIDDLE	REPAIR BLEACHERS	GYM	
DEERFIELD BEACH MIDDLE	REPAIR BLEACHERS	GYM	
DILLARD 6/12	REPAIR BLEACHERS	GYM	
DRIFTWOOD MIDDLE	REPAIR BLEACHERS	GYM	
FORT LAUDERDALE SENIOR HIGH	REPAIR BLEACHERS	GYM	
HALLANDALE SENIOR HIGH	REPAIR BLEACHERS	GYM	
HENRY D PERRY EDUCATION CENTER	REPAIR BLEACHERS	GYM	
HOLLYWOOD HILLS SENIOR HIGH	REPAIR BLEACHERS	GYM	
INDIAN RIDGE MIDDLE	REPAIR BLEACHERS	GYM	
J P TARAVELLA SENIOR HIGH	REPAIR BLEACHERS	GYM	
LAUDERDALE LAKES MIDDLE	REPAIR BLEACHERS	GYM	
LAUDERHILL 6/12	REPAIR BLEACHERS	GYM	
LYONS CREEK MIDDLE	REPAIR BLEACHERS	GYM	
MCARTHUR SENIOR HIGH	REPAIR BLEACHERS	GYM	
MCNICOL MIDDLE	REPAIR BLEACHERS	GYM	
MIRAMAR SENIOR HIGH	REPAIR BLEACHERS	GYM	
MONARCH SENIOR HIGH	REPAIR BLEACHERS	GYM	
NORTHEAST SENIOR HIGH	REPAIR BLEACHERS	GYM	
NOVA SENIOR HIGH	REPAIR BLEACHERS	GYM	
OLSEN MIDDLE	REPAIR BLEACHERS	GYM	
PARKWAY MIDDLE	REPAIR BLEACHERS	GYM	
PINES COLLEGIATE ACADEMY 6-12	REPAIR BLEACHERS	GYM	
PLANTATION HIGH SCHOOL	REPAIR BLEACHERS	GYM	
RAMBLEWOOD MIDDLE	REPAIR BLEACHERS	GYM	
SILVER LAKES MIDDLE	REPAIR BLEACHERS	GYM	
WALTER C YOUNG MIDDLE *	REPAIR BLEACHERS	GYM	
WESTPINE MIDDLE	REPAIR BLEACHERS	GYM	
WHIDDON/ROGERS EDUCATION CENTER	REPAIR BLEACHERS	GYM	
		TOTAL	**$ 2,200,000**

SUNRISE MIDDLE	REPLACE BLEACHERS	GYM	$ 175,000
		TOTAL	**$ 175,000**

EXTERIOR BLEACHERS

FACILITY NAME	DESCRIPTION	LOCATION/TYPE	
JP TARAVELLA HIGH	REPLACE BLEACHERS	FOOTBALL	$ 700,000
INDIAN RIDGE MIDDLE	REPLACE BLEACHERS	TRACK & FIELD	$ 105,000
EVERGLADES HIGH	REPLACE BLEACHERS	BASEBALL	$ 105,000
HOLLYWOOD HILLS HIGH	REPLACE BLEACHERS	FOOTBALL	$ 350,000
		TOTAL	**$ 1,260,000**

AUDITORIUM SEATING

FACILITY NAME	DESCRIPTION	LOCATION/TYPE	
COOPER CITY HIGH	REPLACE ALL SEATING	AUDITORIUM	$ 300,000
NORTHEAST HIGH	REPLACE ALL SEATING	AUDITORIUM	$ 300,000
PIPER HIGH	REPLACE ALL SEATING	AUDITORIUM	$ 300,000
		TOTAL	**$ 900,000**

Status: REVISED / SPECIAL ORDER

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

2026-10-13	Regular School Board Meeting
CATEGORY:	B. Board Members
DEPARTMENT:	Chief of Staff

Agenda Item Number:	2.
Consent Item:	Consent
Special Order:	YES
Time for Special Order:	10:30 A.M.

TITLE:

Proclamations Sponsored by School Board Members
REVISED/SPECIAL ORDER - 10:30 A.M.

REQUESTED ACTION:

Receive the proclamations sponsored by School Board members. Board

A request was received from District 9 (At-Large), Board Member Debra Hixon, to co-sponsor the Therman Keith Williams and Rebecca Celihan Dahl proclamations.

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
917 Society - Withdrawn
Therman Keith Williams
Rebecca Calihan Dhal
Memo to Revise

FINANCIAL IMPACT:

There is no financial impact to the District for this agenda item.

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 Sep 29, 2026

Electronic Signature

Form $4189 Revised 9/26

HH/JJS

Approved in Open Board Meeting On: October 13, 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: October 13, 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 October 13, 2026, District 6 School Board Member Adam Cervera, hereby recognized and commended The 917 Society for its outstanding commitment to civic literacy, constitutional education, and the development of informed and engaged citizens; and further recognize Mery Lopez-Palma for her sustained leadership, community service, volunteerism, and dedication to expanding The 917 Society's mission and inspiring Broward County students to understand and value the United States Constitution.

- On October 13, 2026, the members of the School Board, hereby honored the life and service of Mr. Therman Keith Williams and extended its deepest condolences to his family, friends, colleagues, and the many students whose lives he touched.

- On October 13, 2026, Sarah Leonardi, School Board Chair, recognized and honored the life, service, and enduring legacy of Mrs. Rebecca Calihan Dhal for her extraordinary contributions to public education, her unwavering commitment to the children of Broward County, and the lasting impact she continues to have on generations of students, educators, and families.

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:
917 Society Proclamation
Therman Keith Williams Proclamation
Rebecca Calihan Dhal Proclamation

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

In Honor of The 917 Society

WHEREAS, the United States Constitution, signed on September 17, 1787, serves as the foundation of our nation's system of government, establishing the framework for our democracy and protecting the rights and freedoms of all Americans; and

WHEREAS, founded in 2014, The 917 Society is a non-partisan non-profit organization dedicated to promoting civic literacy and constitutional education by providing students with free pocket copies of the United States Constitution; and

WHEREAS, the mission of The 917 Society helps foster informed and engaged citizens by encouraging young people to learn about the Constitution, the principles upon which our nation was founded, and the rights and responsibilities associated with American citizenship; and

WHEREAS, The 917 Society believes that every American student deserves the opportunity to hold the Constitution in their hands, and through its eighth-grade initiative, more than 100,000 copies of the United States Constitution have been distributed to eighth-grade students throughout Broward County over the past four years; and

WHEREAS, locally through the efforts of attorney Mery Lopez-Palma, this initiative has reached students at more than 180 schools across Broward County, representing a significant countywide commitment to civic education and providing students with direct access to one of our nation's foundational documents; and

WHEREAS, Mery Lopez-Palma has demonstrated an extraordinary commitment to civic education and community service throughout Broward County and, for four consecutive years, has led efforts to advance The 917 Society's Constitution initiative and place copies of the Constitution directly into the hands of local students; and

WHEREAS, Mery Lopez-Palma has worked alongside community volunteers, educators, schools, and civic partners to coordinate the distribution of these educational materials and expand the reach of The 917 Society's mission throughout Broward County; and

WHEREAS, Mery Lopez-Palma has dedicated her time, leadership, and resources to this effort, exemplifying the positive impact that volunteerism, civic participation, and community partnership can have on students throughout the Greater Broward County community; and

WHEREAS, through her service with The 917 Society, Mery Lopez-Palma has helped encourage young people to study the Constitution, understand the principles upon which our nation was founded, and appreciate the rights and responsibilities associated with American citizenship; and

WHEREAS, 2026 marks the 250th anniversary of our great nation, and The 917 Society has established a goal of distributing 2.5 million special-edition Constitutions to students across the country in celebration of America's 250th anniversary, helping ensure that the next generation understands its foundational rights and responsibilities; and

WHEREAS, The School Board of Broward County recognizes and appreciates organizations and community partners that work collaboratively with schools and the community to enrich educational opportunities for Broward County students and strengthen civic knowledge and engagement.

NOW, THEREFORE, BE IT PROCLAIMED that I, District 6 School Board Member Adam Cervera, hereby recognize and commend The 917 Society for its outstanding commitment to civic literacy, constitutional education, and the development of informed and engaged citizens; and further recognize Mery Lopez-Palma for her sustained leadership, community service, volunteerism, and dedication to expanding The 917 Society's mission and inspiring Broward County students to understand and value the United States Constitution.

Given at Fort Lauderdale, Florida, on the 13th day of October 2026.

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

APPROVE:_____
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 THE LIFE AND SERVICE OF MR. THERMAN KEITH WILLIAMS

WHEREAS, Mr. Therman Keith Williams was a proud Fort Lauderdale native and a 1982 graduate of Dillard High School; and

WHEREAS, he devoted nearly 30 years of service to Broward County Public Schools, safeguarding and supporting students at Coconut Creek High School and Deerfield Beach High School; and

WHEREAS, students and staff affectionately knew him as "Big Will," a trusted, steadfast, and reassuring presence who went far beyond the duties of his role; and

WHEREAS, he helped protect students while offering them a listening ear, mentorship, encouragement, and unwavering support; and

WHEREAS, his fairness, compassion, and wonderful sense of humor made a lasting impression on all who knew him; and

WHEREAS, Mr. Therman Keith Williams's dedication to students and his community leaves a legacy worthy of lasting recognition.

NOW, THEREFORE, BE IT PROCLAIMED, that The School Board of Broward County, Florida, hereby honors the life and service of

MR. THERMAN KEITH WILLIAMS

and extends its deepest condolences to his family, friends, colleagues, and the many students whose lives he touched.

Given at Fort Lauderdale, Florida, on the 13th day of October 2026.

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

APPROVE:_____
Nora Rupert, School Board Member, District 7

ATTEST:_____
Dr. Howard Hepburn, Superintendent of Schools

600 SE Third Avenue
Fort Lauderdale, FL 33301

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The School Board of Broward County, Florida

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Rebecca Thompson
Dr. Allen Zeman

Dr. Howard Hepburn
Superintendent

PROCLAMATION

HONORING THE LIFE, LEGACY, AND SERVICE OF

REBECCA CALIHAN DAHL

WHEREAS, Rebecca Calihan Dahl devoted much of her life to public education and to serving the students, families, and community of Broward County, demonstrating a steadfast commitment to educational excellence, leadership, and service; and

WHEREAS, Mrs. Dahl earned a master's degree in education from Florida Atlantic University and began her career as an elementary school English teacher, establishing the foundation for a distinguished career dedicated to the education and well-being of children; and

WHEREAS, through her leadership and dedication, Mrs. Dahl went on to serve as Vice Principal and Principal of Royal Palm Elementary School and later as Principal of Sunrise Middle School, where her strong voice, determined spirit, and commitment to students guided her service as an educational leader; and

WHEREAS, Mrs. Dahl's commitment to Broward County Public Schools continued beyond her service as a school administrator through her active participation on the District Advisory Council, Audit Committee, and Diversity Committee, contributing her experience, perspective, and dedication to the continued improvement of the District; and

WHEREAS, following her retirement, Mrs. Dahl remained committed to the welfare of children through her volunteer service as a Guardian ad Litem, advocating on behalf of children in need and ensuring that their voices and interests were represented; and

WHEREAS, throughout her life, Mrs. Dahl was known for her intelligence, strength, determination, and unmistakable presence, qualities she used in service to her family, friends, colleagues, students, and community; and

WHEREAS, Mrs. Dahl's many years of leadership, advocacy, and service made a lasting contribution to Broward County Public Schools and the broader community, and her legacy will endure through the students, educators, families, and colleagues whose lives she touched; and

WHEREAS, Rebecca Calihan Dahl passed away on August 31, 2026, at the age of 75, leaving behind a legacy of dedicated service to public education, advocacy for children, and commitment to the Broward County community.

NOW, THEREFORE, BE IT PROCLAIMED that I, Sarah Leonardi, Chair of The School Board of Broward County, Florida, do hereby recognize and honor the life, service, and enduring legacy of **Rebecca Calihan Dahl** for her distinguished contributions to public education, her steadfast advocacy for children, and her many years of dedicated service to Broward County Public Schools and the community, and extend heartfelt condolences to her husband, Emil; her daughter, Michelle; her family, friends, colleagues, and all those whose lives she touched.

Given in Broward County, Florida, this 15th day of October 2026
THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

BY: _____
Sarah Leonardi, School Board Chair, District 3

ATTEST: _____
Dr. Howard Hepburn, Superintendent of Schools

This Proclamation is compliant with State and Federal Laws.

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

September 30, 2026

TO: School Board Members

FROM: John Sullivan
Chief of Staff

VIA: Dr. Howard Hepburn
Superintendent of Schools

SUBJECT: **REQUEST TO REVISE ITEM 2, PROCLAMATIONS SPONSORED BY SCHOOL BOARD MEMBERS, UNDER REGULAR/POSTPONED ITEMS, FOR THE OCTOBER 13, 2026 REGULAR BOARD MEETING**

Please revise agenda Item 2, Proclamations Sponsored by School Board Members, Under Regular/Postponed Items, for the October 13, 2026, Regular School Board Meeting by removing the 917 Society Proclamation from the list of proclamations.

HH/JS:lvg